

COUNTY OF SHASTA		Number
ADMINISTRATIVE MANUAL		2-201
SECTION:	Finance and Budget	Authorizing the County Auditor to Approve Certain Claims
INITIAL ISSUE DATE:	February 13, 1990	
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PURPOSE

In order to efficiently and expeditiously process claims, it is necessary for the Shasta County Board of Supervisors (Board) to delegate approval authority for certain claims to the Auditor-Controller (Auditor).

POLICY

A. General Terms and Conditions

1. The Board of Supervisors of the County of Shasta (the “Board”) authorizes the Auditor to pay claims as provided in Government Code section 29741.
2. In addition, the Board authorizes the Auditor to audit, allow, or reject all claims for monies properly submitted to the Auditor, in lieu of submitting those claims to the Board; under the following circumstances:
 - a. Claims are for legal County charges and Board approval is not legally required.
 - b. Charges are normal and customary business expenses for the proper operation of a County department. A charge should not be considered a normal and customary business expense if there is evidence of using or expending resources carelessly, extravagantly, or to no purpose.
 - c. Reissues of stale-dated checks in accordance with Government Code section 29802.
 - d. Invoices submitted by the Department of Housing and Community Action Programs related to construction contracts initiated by the Director, or his or her designee, between construction contractors for housing rehabilitation or community facilities projects, and program recipients.
3. When invoices are submitted for payment that do not adhere to purchasing policies set forth in Administrative Policy [6-101](#), *Shasta County Contracts Manual*, the Auditor will require the department to make every reasonable attempt necessary to correct the violation.
4. Pursuant to Government Code section 29705, the Board hereby approves the County’s financial management system electronic invoice and the paper Authorization for Release

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of Funds forms for use when submitting claims (copies attached hereto) and authorizes the Auditor to make non- substantive changes to either form without further Board action.

1. As authorized by Resolution No. 2003-190 and Government Code section 25102, the Auditor need not maintain an allowance book.

B. Auditor Approval for Payments of Goods or Products

1. Invoice payments for goods or products may be authorized by the Auditor as provided in Government Code section 29741.
2. When violations of internal County policy exist, departments must make every reasonable attempt to remedy the violations first. If violations cannot be remedied, the Auditor may expeditiously audit and approve the payment to the vendor for goods or products already received in order to keep Shasta County’s credit in good standing.
 - a. A list of invoices approved under this section that are in violation of purchasing policy will be forwarded to the CEO each week for review and any appropriate action.

C. Auditor Approval for Payments of Services, Leases, or Other Contract Items

1. Requests for contract payments for services, leases or other contract items may be authorized by the Auditor as provided in Government Code section 29741.
2. Administrative Policy 6-101, *Shasta County Contracts Manual*, provides for the use of non-standard contract formats. The attached purchase order for services agreement may be used for services totaling \$5,000 or less, which are not ongoing or repetitive, and fall into one of the following categories:
 - a. Carpet cleaning
 - b. Courier services
 - c. Design and layout services for print advertising or clothing
 - d. Dry cleaning

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- e. Employee physicals and drug testing for services not included in current contract
 - f. Filter cleaning
 - g. Fire alarm inspection (for services not included in current contract)
 - h. Gunsmith
 - i. Lab analysis (for services not included in current contract)
 - j. Locksmith
 - k. Medical copy services
 - l. Pest services
 - m. Sanitation pumping
 - n. Title reports
 - o. Towing
 - p. Transcription services
 - q. Veterinary services
 - r. Other services as approved by the County Executive Officer or his or her designee
3. When violations of internal County policy exist, departments must make every attempt to remedy the violations first.
- a. See the *Shasta County Contracts Manual* for instructions on the retroactive approval process.

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b. See chart below for additional instructions on remedying contract violations.

Violation	Total Contract Amount	Remedy
No contract	\$1-\$5,000.00 (per invoice)	<p>Department forwards the invoice to the Auditor along with an explanation of why the policy could not be followed. The Auditor will review the item to ensure that the violation is not repetitive or recurring. If the violation is not found to be repetitive or recurring, the Auditor will forward the invoice to the CEO for approval of an invoice totaling \$5,000 or less without a contract. With CEO approval, the Auditor may authorize payment of the invoice.</p> <p><i>Note: If the violation is found to be repetitive or recurring, the invoice will be rejected, and the department will be required to obtain a retroactive contract or amendment or to seek approval for payment from the Board of Supervisors.</i></p>
No contract or amendment	\$5,000.001 and over	Department drafts a retroactive agreement or amendment and presents it for approval as provided in Administrative Policy 6-101 or seeks approval from the Board of Supervisors.

D. CEO Approval for Payments of Items That Are Not Normal and Customary

If the Auditor deems that items on an invoice are not normal and customary business expenses for the proper operation of a County department, and the invoice total is \$5,000 or less, the invoice will be forwarded to the CEO for review and approval as to necessity. Invoices over

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\$5,000 require Board approval. The CEO may, in his or her discretion, decline to approve any invoice in which case Board approval is necessary.

E. CEO Approval of Claims for Money or Damages up to \$50,000 Presented for Payment More Than a Year After a Service or Product Has Been Provided

Pursuant to Government Code section 935.4 and Administrative Policy 3-100, authority to approve, compromise, or settle, in accordance with law, claims for money or damages up to \$50,000 presented more than a year after a service or product has been provided is delegated to the CEO. The CEO, in his or her discretion, may decline to exercise this delegation of authority on any particular claim, in which case Board approval is required.

F. Claims List

1. The Claims List shall include the Auditor-Controller's certification and the Chairman of the Board of Supervisor's signature, as required by Government Code section 29705.
2. The Claims List will be accompanied by copies of supporting documentation, the department's explanation, and the Auditor's reason for submitting the claim to the Board for approval.
3. The weekly Claims List will be reviewed and approved by the Chairman of the Board. Each claim for money or damages approved under this section shall only include unauthorized charges related to an invoice that are less than \$50,000. The signed Claims List, and the supporting documents, are public records and will be on file with the Clerk of the Board.
4. Per Government Code sections 910 and 911.2, all claims for money or damages in excess of \$50,000 presented by a claimant for payment more than one year after a service or product has been provided, require Board of Supervisors approval. Furthermore, all unauthorized charges related to an invoice of \$50,000 or more, that require placement on the Claims List, will be presented to the Board of Supervisors for approval at a publicly noticed meeting.

RESPONSIBLE DEPARTMENTS

Auditor-Controller

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REFERENCES

- BOS Policy Resolution No. 2023-05—12/19/23 (Amended)
- BOS Policy Resolution No. 2021-06--12/14/21 (Amended)
- BOS Policy Resolution No. 2019-04--12/10/19 (Amended)
- BOS Policy Resolution No. 2013-05--8/27/13 (Amended)
- Administrative Update--07/13/2012
- BOS Policy Resolution No. 2011-06--6/28/11 (Amended, effective 7/1/11)
- BOS Policy Resolution No. 2008-02--3/4/08 (Amended)
- BOS Policy Resolution No. 2007-2-- 4/24/07 (Amended)
- BOS Policy Resolution No. 2006-2--5/9/06 (Amended)
- BOS Policy Resolution No. 2005-4--7/26/05 (Amended)
- BOS Policy Resolution No. 2004-5--10/5/04 (Amended)
- BOS Policy Resolution No. 1-45--2/12/85 (Valid)
- Article 2, chapter 4, division 3, title 3 of the Government Code (Section 29741-29749, et seq.)
- BOS Policy Resolution No. 77-224--8/22/77 (Superseded)
- BOS Policy Resolution No. 2021-06--12/14/21 (Amended)
- BOS Policy Resolution No. 2019-04--12/10/19 (Amended)
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SHASTA COUNTY PURCHASE ORDER AGREEMENT - SERVICES

By the signature of its Purchasing Agent appearing below, Shasta County retains the services of, _____ of _____, _____ (Contractor) to provide the services and associated materials, if any, for the prices or at the rates, and within the time period, specified below or in the attached quote:

Department Head or Designee

Dated: _____ Purchase Order No: _____

All services and materials must be delivered within 120 days of the above date, after which this contract will be void. Contractor's provision of such services and materials is subject to the terms and conditions set forth on the reverse side of this Agreement.

Send invoices to: _____

Accepted:

Contractor

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The Purchase Order Agreement ("PO") is made by and between the County of Shasta ("County") and the party to which this PO is addressed ("Contractor"), effective as of the date set forth above.

1. Contractor shall provide to County all services and any associated materials (the "Services") as provided in this PO for the compensation stated within the time period specified in this PO.
2. County shall compensate Contractor for the Services provided within thirty (30) days after its receipt of an accurate, itemized written statement or invoice from Contractor.
3. Contractor shall comply with all applicable laws in the provision of the Services. Further, Contractor shall obtain and maintain any and all licenses and permits, or other authorizations, required for it to provide the Services in accordance with the terms of this PO.
4. Contractor waives any right to, and shall deliver possession and title to County of, all publications, computer programs, inventions, or other property arising out of Contractor providing the Services pursuant to this PO unless otherwise expressly agreed in writing by County in this PO.
5. Contractor shall, and shall require its agents, officers, subcontractors and employees to, maintain the confidentiality of any and all proprietary, privileged, or otherwise confidential information in County's possession and obtained by Contractor as the result of providing the Services, and shall refrain from disclosing or using such information without County's written consent.
6. Contractor shall maintain workers' compensation insurance to the extent required by law, and shall maintain continuously Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage in the provision of services and associated materials, if any, as called for by this PO.
7. Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' loss or injury, including death, or property loss or damage (including property of County) arising from the negligent acts, willful acts, or errors or omissions of Contractor or any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity during the progress of the work or the provision of services undertaken pursuant to this PO, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this PO.
8. Contractor shall prepare and maintain such records as may be required by law or this PO regarding the Contractor's provision of the Services, pursuant to this PO, and shall make such records available, upon request, for inspection by County and other authorized entities and persons for reasonable requested audit or evaluation purposes.
9. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. Contractor shall provide to County all warranties for any materials provided pursuant to this PO which are impliedly or expressly provided by law or which the manufacturer customarily provides to purchasers or users.
10. This PO may be terminated by County upon 10 days prior written notice. Contractor shall be entitled to payment for services and associated materials, if any, satisfactorily provided, in accordance with terms and condition of this PO, prior to the date of the notice of termination. County may terminate this PO immediately if Contractor is in violation of the terms and conditions of this PO.
11. This PO may be amended only by mutual written consent of the parties. This PO is intended as the entire agreement between the parties, superseding all previous agreements between them. If any portion of this PO is determined to be invalid, the remaining portions shall continue in full force and effect.
12. This PO is governed by California law. Venue for any legal proceeding arising out of or related to it shall be in Shasta County, California. If either party initiates legal proceedings against the other party with respect to the PO, the non-prevailing party shall pay the prevailing party's costs and expenses (including reasonable attorney's fees).
13. The parties are independent contractors, and the employees, officers, and agents of one party shall not be deemed to be employees of the other party for any purpose.
14. Contractor's signature represents that he/she has the authority to execute this PO and to bind Contractor to the terms and conditions of this PO.
15. It is agreed and understood by the parties that this PO has been arrived at through negotiation and that neither party is to be deemed the party which created any uncertainty in this PO within the meaning of section 1654 of the Civil Code.
16. Contractor shall perform the work or services required by this PO in accordance with the industry and/or professional standards applicable to Contractor's work or services.
17. If Contractor receives notice of any claim for damages or any lawsuit concerning Contractor's performance under this PO and that in any way affects or might reasonably affect County, Contractor shall give notice thereof to County within 10 days.
18. County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.
19. In the event of a conflict between the terms and conditions of this PO and any other document attached or incorporated into this PO, the terms and conditions of this PO shall control.


_____. Contractor's initials constitute a representation that I have read and understood these terms and conditions

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County's financial management system electronic invoice form:

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Authorization for Release of Funds form:

		COUNTY OF SHASTA STATE OF CALIFORNIA AUTHORIZATION FOR RELEASE OF FUNDS (ONE INVOICE PER FORM)	CLAIMANT NAME: _____						
		ADDR TYPE (01,02,03): _____							
		PEID: _____							
		INV #: _____							
		INV DATE: _____							
AMOUNT	COST CNTR	ACCT	PROJ CODE	ACTY CODE	DESCRIPTION (30 CHAR)	VENDOR ACCT # SECONDARY REF	R1 1099 NO RE MH	R2 CHK PU AT PT ID	
0.00	TOTAL		EXPLANATION (TEXT)			ADDRESS: (if different from remittance advice or if no invoice)			
PO/ CONTRACT/ BLANKET PO # _____			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FULL						
For Value Received, I hereby sell, assign, transfer, and set over to _____ all my right, title and interest in the within claim. Signed _____									
The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct; that no part thereof has heretofore been paid, and that the amount herein is justly due this claimant, and that the same is presented within one year after the last item thereof has accrued. Furthermore, if I am a county or district employee, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flier miles, and room-stay rewards.			AUDITOR USE ONLY	DISTRICT USE ONLY					
			I hereby certify that the above claim was examined and approved by this office. By Deputy County Auditor <u>USER ID</u> <u>DATE</u>	APPROVED BY:		BOARD MEMBER	DATE		
				BOARD MEMBER	DATE				
				BOARD MEMBER	DATE				
				BOARD MEMBER	DATE				
BOARD MEMBER	DATE								
I hereby certify, under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. code. Furthermore, that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated above; that the articles or services have been delivered or performed as stated hereon except as otherwise indicated above by me.									
CLAIMANT SIGNATURE _____			AUTHORIZED SIGNATURE _____						
DATE _____			DATE _____						