

Agreement for Personal Services  
Public Defender

This Agreement is made this \_\_\_\_ day of November, 2021 by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County") and **Brian Morris** (hereinafter called "Employee").

Witnesseth:

Whereas, County and Employee are desirous of entering into a personal services agreement for the position of Public Defender;

Whereas, Employee acknowledges that by accepting the position of Public Defender, he will be an at-will Employee, and that, as such, his position will be in the unclassified service under the Sonoma County Civil Service System.

Now, Therefore, Be It Agreed by and between the parties as follows:

1. Term of Employment. County hereby employs Employee in the position of Public Defender for three (3) years, commencing on December 1, 2021, and ending on November 30, 2024 subject, however, to termination as herein provided.

2. Duties. Employee shall perform the duties of Public Defender as set forth in the County job specification, attached hereto as **Exhibit A**, as it now provides or may hereafter be amended, and such other duties as may be prescribed by the County Board of Supervisors.

3. Compensation.

(a) Employee's salary shall be initially set at the "G" step of the salary range as established by the Sonoma County Salary Resolution 95-0926, and as amended or until superseded by further resolution(s) of the Board of Supervisors. Any provisions of the Salary Resolution regarding merit increases or step advancements, including Section 7.19, are not applicable or made part of this Agreement. Employee may advance in the salary range if the Board determines that Employee is eligible for advancement based upon annual performance evaluations.

(b) Except as herein provided, Employee shall be entitled to the same fringe benefits generally available to County department heads, as specified in the Salary Resolution.

(c) Employee must relocate to Sonoma County by June 30, 2024 and moving expenses will be reimbursed up to \$10,000 pursuant to the Relocation Agreement attached hereto as **Exhibit B**.

(d) Employee's vacation accrual rate will be established upon commencement of employment at the rate of 15-20 years of service.

4. Performance review. The Board of Supervisors shall review Employee's performance on an annual basis. If the Board provides Employee with a satisfactory or better performance evaluation, Employee may be eligible to advance in the salary range.

5. Expiration and Non-renewal. At the expiration of the term of this Agreement, Employee's employment shall automatically terminate. County agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the expiration of this Agreement; provided, however, that failure to give sixty-day notice of non-renewal shall cause this Agreement to be extended for an additional period of sixty (60) calendar days from the date of notice of non-renewal, and shall not result in an automatic renewal of the agreement.

6. Termination. Employee shall serve at the will and pleasure of the Board of Supervisors and may be terminated at the will of the Board of Supervisors with or without cause as set forth herein. Employee expressly waives and disclaims any right to any pre-termination or post termination notice and hearing.

(a) Termination without cause:

Severance. Termination of Employee's employment without cause may be effected by the County giving sixty (60) days' prior written notice to Employee. Upon such termination, Employee shall be entitled to additional salary, and any other compensation allowed under the County of Sonoma Salary Resolution, equal to that which would accrue during sixty (60) calendar days following termination and to be computed by the County Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, Employee shall also be entitled to be compensated for any floating holiday balance or any other compensation or benefits as allowed by the Sonoma County Salary Resolution, as it may be amended from time to time. Employee's health benefits and the County's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. Employee's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Employee against the County arising out of her employment.

(b) Termination with cause:

The Board of Supervisors may terminate Employee's employment for just cause at any time by giving notice of employment discrepancies and an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by the Board of Supervisors depositing a written notice in the United States mail that is addressed to Employee at Employee's last known address. After termination for just cause has been effected, Employee shall have no further rights under this Agreement or to continued employment with the County. Just cause shall be related to and limited to those matters of local concern to the Board of Supervisors. Just cause includes those grounds set forth in the Sonoma County Civil Service Rules, Rule 10.3 and may include, but is not limited to, unauthorized absence, conviction of a felony or of any criminal act involving moral turpitude; hostile and discourteous treatment of Employees; mismanagement of County funds; conduct which brings discredit to the County; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful

concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a County or departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statement to other Employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another Employee or applicant for employment. Any other just cause not set forth above, must be of similar egregious conduct.

(c) Statement of Reasons for Termination.

The Board of Supervisors will, within a reasonable period of time, not to exceed 10 working days, attempt to agree on a mutually acceptable statement as to the reasons for termination. If the parties cannot mutually agree to an acceptable statement of the reasons for termination within the time period set forth above, the Board of Supervisors, in its sole discretion, may publish its reasons for termination. In such event, publication shall consist of filing the reasons with the Clerk of the Board. A copy of the statement shall be made for Employee and kept for him in the office of the Board's Clerk. Within ninety (90) days following the announcement of termination, Employee may present a written response to the Board of Supervisors which will be maintained as a public record. The parties agree that other than as provided above, they will not make any other public statement concerning Employee's termination.

(d) Administrative Leave.

Upon receiving a specific complaint or charge brought against Employee by another person or Employee, the Board of Supervisors may place Employee on administrative leave when, in the sole opinion of the Board of Supervisor's, Employee's temporary removal from office would be in the best interests of County. The administrative leave will commence on the Board of Supervisor's delivery to Employee's office of a written notice to that effect. Upon the delivery of the notice to Employee's office, performance of Employee's job duties under this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. County and Employee agree that County will incur damages, if, during the period of administrative leave, Employee performs or attempts to perform any of the duties provided in paragraph 2, or in any other way interferes with the administration or operation of the Office of

the Public Defender. County and Employee agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if Employee performs or attempts to perform any of the duties provided in job specification for the position of Public Defender, or in any other way interferes with the administration or operation of the Department that County's duties to compensate Employee under the Agreement are discharged for each day during which Employee engages in such non-cooperation and/or interference. The administrative leave and the suspension of job duties shall terminate on the Board of Supervisor's delivery to Employee's office of a written notice to that effect.

7. Resignation by Employee.

(a) Employee may terminate his employment at any time by delivering to the Board of Supervisors his written resignation. Such resignation shall be irrevocable and shall be effective not earlier than sixty (60) calendar days following delivery, unless waived by the Board of Supervisors. With the approval of the Board of Supervisors, a resignation may be rescinded at any time prior to the effective date of the resignation. At the request of the Board of Supervisors or with its approval, the originally scheduled date of retirement may be extended for any agreed upon period of time.

(b) From the date upon which Employee either resigns or is notified of the County's intention to terminate the Agreement until the actual date upon which the resignation, termination or expiration becomes effective, Employee shall continue to devote his full time attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, Employee shall assist County in orienting Employee's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the County. These tasks may also include providing information or testimony regarding matters which arose during Employee's term as Public Defender.

(c) Employee acknowledges, understands and warrants that Employee shall have no further right or claim to employment after the expiration of the term of this Agreement. Except as provided herein, no other document, handbook, policy, resolution or oral or written representation shall be effective or construed to be effective to extend the term hereof or otherwise grant Employee any right or claim to continued employment with County.

8. Nonassignability. Employee shall not, during the term of this Agreement, make any assignment or delegation of any of its provisions without the prior written consent of County.

9. Compliance with Law. Employee shall, during his employment hereunder, comply with all laws and regulations applicable to such employment. Any act or omission of Employee constituting a public offense involving moral turpitude or a withholding of labor is a material breach of this Agreement relieving County of any and all obligations hereunder. Such act or omission shall constitute sufficient grounds for Employee's termination with cause pursuant to this Agreement.

10. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Section 1856 of the Code of Civil Procedure. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. No Representations or Warranties on Tax or Retirement Issues. Employee acknowledges and agrees that the County has not made any representations or warranties regarding tax consequences or retirement compensation pertaining to his salary and benefits. Employee further acknowledges and agrees that the Sonoma County Employees' Retirement Association ("SCERA") makes the final determination on what is deemed "final compensation" for purposes calculating retirement benefits.

12. Conflict of Interest. Employee covenants that he presently has no interest and will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of his duties required under this Agreement. Employee shall comply with all state and local conflict of interest laws or policies, including, but not limited to, Government Code section 1090, the Political Reform Act and requirements promulgated by the Fair Political Practices Committee, the County's policies on incompatible offices and conflicts of interest, and any Departmental policies on conflicts of interest. Employee shall also complete and file a "Statement of Economic Interest" with the County, disclosing Employee's financial interests, as required by the County's Conflict of Interest Code.

Attest:

County of Sonoma:

\_\_\_\_\_  
Clerk of the Board

By \_\_\_\_\_  
Lynda Hopkins  
Chairperson  
Sonoma County Board of Supervisors

Employee:

\_\_\_\_\_  
Brian Morris

EXHIBIT A

PUBLIC DEFENDER

Class Title

PUBLIC DEFENDER

Class Code

4050

Salary

\$199,633.03 - \$242,648.57 Annually

DEFINITION

BENEFITS

Definition

Under general policy direction of the Board of Supervisors, plans, organizes, administers and directs a program of legal counseling and representation for persons accused of violations of criminal law, juveniles brought before the juvenile court, and persons undergoing involuntary commitment proceedings for mental illness, drug addiction, or alcoholism; and performs related duties as required by California Government Code Section 27706.

Distinguishing Characteristics

This is an executive management classification that serves as the department head of the Office of the Public Defender. The incumbent is responsible for the development, administration, and direction of the County's program for legal defense of indigent criminal defendants, and budget and personnel management for the department. All work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors and budget oversight of the County Administrator.

This job classification is considered unclassified pursuant to the County of Sonoma Civil Service Ordinance No. 305-A, Section 5, as amended. The incumbent of this position is appointed by the Board of Supervisors, as provided for in California Government Code Section 27703, and is required to enter into an "at will" employment service agreement.

Typical Duties

Directs the development, planning, organization and implementation of legal services to eligible persons accused of criminal offenses or subject to certain conservatorship proceedings; establishes and applies policies related to the public defense program

Determines the operational philosophy and manages the day-to-day operations of the Office; delegates appropriate authority to management subordinates.

Interviews and selects top management staff; establishes performance standards; evaluates the performance of subordinate managers, and all staff through the management team; ensures action

on disciplinary matters; develops and ensures compliance with mandatory trainings and fosters appropriate professional development for staff and succession planning; and assesses organizational structure and takes actions to improve organizational structure and department efficiencies if needed.

Consults with executive management staff and senior attorneys regarding the assignment of individual attorneys to specific Superior, Municipal, and Juvenile Courts; personally reviews samplings of case files and transcripts of preliminary hearings in felony cases, and other materials related to incoming or continuing work load.

Consults with legal staff on the conduct of cases in progress, and gives advice and assistance as necessary; reviews selected outgoing correspondence, completed files on closed cases, reports of completed investigations, and other materials comprising finished work.

May personally appear in court as defense attorney during peak periods; reviews and evaluates summaries prepared by legal staff recommending that cases be contested in Superior Court; determines whether convictions should be appealed to higher courts.

Confers with executive management staff and subordinate senior attorneys regarding policies, procedures and activities of the department, including the review of major cases in order to determine the effect of such cases on workload; discusses the public defense program with judges, prosecutors, law enforcement officials and the public; keeps up to date on changes in statutory and decisional law, and directs the attention of the staff to changes.

Establishes and maintains effective communication and working relationships with the Board of Supervisors, County Administrator, other County department heads, subordinates, members of the court, and key officials of state, federal and local agencies.

Advises the Board of Supervisors and the County Administrator of any changes in state laws or regulations that will have an impact on the delivery of services; provides the Board of Supervisors and the County Administrator with specific plans, costs, and recommendations needed to meet legal requirements.

Directs the preparation of the department budget; determines departmental budget priorities; oversees and monitors revenue and reimbursement projections; prepares and justifies program and budget recommendations for appropriations and staffing; administers the approved budget and controls expenditures.

Represents and provides information regarding departmental programs, policies, and activities to the Board of Supervisors, County Administrator, other departments, elected officials, judges, prosecutors, law enforcement officials, other agencies, and the public.

Coordinates preparation and release to the media of information related to the programs and services of the Office of the Public Defender with the County's communications team and/or

Board of Supervisors and County Administrator; makes presentations to the public and media to promote awareness of the department's services, as needed.

#### Knowledge, Skills, and Abilities

Extensive knowledge of: modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct the Office of the Public Defender; the duties, powers, limitations, and the authorities of the Office of the Public Defender; principles of civil and criminal laws, including death penalty cases, and the principles of trial procedure and rules of evidence; legal research methods and judicial procedures.

Thorough knowledge of: the development and administration of legal counseling and representation programs for persons qualifying for public defender services; the organization, structure, and administration of local government; principles of effective personnel management, training, and supervisory techniques; written and oral communication, including language mechanics, syntax and English composition.

Ability to: plan, organize and direct the provision of legal services to eligible persons accused of criminal offenses, and establish and apply policies related to the public defense program; delegate and provide policy direction to management staff; select, orient, train, supervise and evaluate departmental personnel; administer and monitor the department budget; effectively maintain work productivity within the Office of the Public Defender through the supervision of subordinate professional staff; direct the research, analysis and application of legal principles, facts, evidence and precedence to complex legal problems; consistently prepare and present statements of law, fact and argument clearly, logically and persuasively in written and oral form, including the most complex legal matters; establish and maintain effective working relationships with subordinate staff members, departmental representatives, county officials, members of advisory and policy-making bodies, the courts, and the general public; understand and accept differences in human behavior, particularly those with diverse ethnic, cultural, and socio-economic backgrounds; maintain effective media relations; work under pressure.

#### Minimum Qualifications

Education and Experience: Any combination of education, training, and experience which would provide an opportunity to acquire the knowledge and abilities listed. Normally, possession of a Juris Doctor degree or equivalent from a U.S. law school and ten years of extensive professional legal experience with emphasis upon the preparation and trial of felony cases, including three years performing supervisory functions, would provide such opportunity. Budgetary and administrative experience is highly desirable.

License: Current active membership in the California State Bar Association. Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.



## Exhibit A

### PUBLIC DEFENDER

#### **Definition**

Under general policy direction of the Board of Supervisors, plans, organizes, administers and directs a program of legal counseling and representation for persons accused of violations of criminal law, juveniles brought before the juvenile court, and persons undergoing involuntary commitment proceedings for mental illness, drug addiction, or alcoholism; and performs related duties as required by California Government Code Section 27706.

#### **Distinguishing Characteristics**

This is an executive management classification that serves as the department head of the Office of the Public Defender. The incumbent is responsible for the development, administration, and direction of the County's program for legal defense of indigent criminal defendants, and budget and personnel management for the department. All work is performed with a maximum amount of independent judgment and initiative within broad policy objectives established by the Board of Supervisors and budget oversight of the County Administrator.

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#### **Essential Duties**

Directs the development, planning, organization and implementation of legal services to eligible persons accused of criminal offenses or subject to certain conservatorship proceedings; establishes and applies policies related to the public defense program

Determines the operational philosophy and manages the day-to-day operations of the Office; delegates appropriate authority to management subordinates.

Interviews and selects top management staff; establishes performance standards; evaluates the performance of subordinate managers, and all staff through the management team; ensures action on disciplinary matters; develops and ensures compliance with mandatory trainings and fosters appropriate professional development for staff and succession planning; and assesses organizational structure and takes actions to improve organizational structure and department efficiencies if needed.

Consults with executive management staff and senior attorneys regarding the assignment of individual attorneys to specific Superior, Municipal, and Juvenile Courts; personally reviews samplings of case files and transcripts of preliminary hearings in felony cases, and other materials related to incoming or continuing work load.

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completed investigations, and other materials comprising finished work.

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Establishes and maintains effective communication and working relationships with the Board of Supervisors, County Administrator, other County department heads, subordinates, members of the court, and key officials of state, federal and local agencies.

Advises the Board of Supervisors and the County Administrator of any changes in state laws or regulations that will have an impact on the delivery of services; provides the Board of Supervisors and the County Administrator with specific plans, costs, and recommendations needed to meet legal requirements.

Directs the preparation of the department budget; determines departmental budget priorities; oversees and monitors revenue and reimbursement projections; prepares and justifies program and budget recommendations for appropriations and staffing; administers the approved budget and controls expenditures.

Represents and provides information regarding departmental programs, policies, and activities to the Board of Supervisors, County Administrator, other departments, elected officials, judges, prosecutors, law enforcement officials, other agencies, and the public.

Coordinates preparation and release to the media of information related to the programs and services of the Office of the Public Defender with the County's communications team and/or Board of Supervisors and County Administrator; makes presentations to the public and media to promote awareness of the department's services, as needed.

### **Knowledge and Abilities**

**Extensive knowledge of:** modern personnel, financial and program management processes and procedures required to effectively plan, organize and direct the Office of the Public Defender; the duties, powers, limitations, and the authorities of the Office of the Public Defender; principles of civil and criminal laws, including death penalty cases, and the principles of trial procedure and rules of evidence; legal research methods and judicial procedures.

**Thorough knowledge of:** the development and administration of legal counseling and representation programs for persons qualifying for public defender services; the organization, structure, and administration of local government; principles of effective personnel management, training, and supervisory techniques; written and oral communication, including language

mechanics, syntax and English composition.

**Ability to:** plan, organize and direct the provision of legal services to eligible persons accused of criminal offenses, and establish and apply policies related to the public defense program; delegate and provide policy direction to management staff; select, orient, train, supervise and evaluate departmental personnel; administer and monitor the department budget; effectively maintain work productivity within the Office of the Public Defender through the supervision of subordinate professional staff; direct the research, analysis and application of legal principles, facts, evidence and precedence to complex legal problems; consistently prepare and present statements of law, fact and argument clearly, logically and persuasively in written and oral form, including the most complex legal matters; establish and maintain effective working relationships with subordinate staff members, departmental representatives, county officials, members of advisory and policy-making bodies, the courts, and the general public; understand and accept differences in human behavior, particularly those with diverse ethnic, cultural, and socio-economic backgrounds; maintain effective media relations; work under pressure.

### **Minimum Qualifications**

**Education and Experience:** Any combination of education, training, and experience which would provide an opportunity to acquire the knowledge and abilities listed. Normally, possession of a Juris Doctor degree or equivalent from a U.S. law school and ten years of extensive professional legal experience with emphasis upon the preparation and trial of felony cases, including three years performing supervisory functions, would provide such opportunity. Budgetary and administrative experience is highly desirable.

**License:** Current active membership in the California State Bar Association. Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

County of Sonoma  
**RELOCATION EXPENSE ASSISTANCE AGREEMENT**

This is an agreement between the County of Sonoma and Brian Morris.

The County of Sonoma agrees to reimburse certain relocation expenses, up to a maximum of \$10,000, that you incur as a result of your relocation.

Terms of Agreement:

1. Relocated employee will be reimbursed up to \$10,000 for pre-authorized reasonable and actual expenses associated with the relocation including:
  - a. Moving of household items and personal effects\*
  - b. Transportation of one personal vehicle
  - c. Moving insurance from origin to destination
  - d. Storage of household goods at destination

*\*\* mileage reimbursed at County and IRS reimbursement rate*

The County shall have no responsibility or liability for any goods damaged as a result of relocation.

2. Relocated employee will be responsible for all expenses related to relocating that are not pre-authorized by the County, for which there is not supporting documentation/receipts, and/or that exceed the amount authorized by this agreement.
3. Relocated employee shall be required to repay 100% of the relocation expense assistance if the employee voluntarily terminates employment within one year of the relocation date and 50% of the relocation expense assistance if the resignation occurs prior to completion of the second year after relocation.
  - a. If the employee is terminated from employment for any reason other than reasonable cause, no repayment will be required.
  - b. The County of Sonoma shall not reimburse for any relocation expenses that were not pre-approved by the County.
  - c. The parties agree that the employee reimbursement as described above shall be repaid to the County of Sonoma within 30 days of separation or the County will pursue alternate collection methods.
  - d. In the event the County is required to seek legal or other process to enforce any of its rights hereunder, the Employee agrees to pay the County's collection costs and expenses including, without limitation, reasonable attorney's fees and court costs.
4. Relocated employee shall complete the Relocation Expense Assistance Reimbursement Request Form within 60 days of the date expenses are incurred. Employee will submit the completed form and applicable receipts to their department payroll clerk for processing.
5. Relocation expense assistance will be taxed in accordance with applicable federal and state tax requirements at the time expenses are reimbursed. The County will conform with tax changes as necessary to accurately report the employee's annual taxable income on their W-2. All relocation expense assistance reimbursements

Exhibit B

made by the County of Sonoma will be included as income and paid to the employee via their regular paycheck with applicable payroll tax deductions applied. Candidates/employees are encouraged to check with a tax professional if they have any questions about taxation of relocation expense assistance. Employee is ultimately responsible for all required taxes associated with the reimbursement of relocation expenses, and agrees to indemnify, defend and hold harmless the County in the event the Internal Revenue Service or any other taxing authority assesses any taxes, excise taxes, penalties or interest against the Employee or the County as a result of the payment to Employee of relocation expenses hereunder.

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the County of Sonoma, State of California.

The parties have agreed to the above listed terms and conditions set forth in this agreement.

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted and agreed to by (Employee)

\_\_\_\_\_  
Date

Original – Employee Personnel File  
Copy to Auditor Payroll Division with Employee Reimbursement Request

Revised 5//2021