

## **Section 11 – Miscellaneous Policies/Information**

**This section contains information on:**

- Court Ordered Volunteers
- Requests for Legal Work
- Small Purchase Policy
- Credit Card Use
- Vehicle/Equipment Maintenance

### **COURT-ORDERED VOLUNTEERS**

The County shall cooperate with Court-Ordered volunteers in working community service hours assigned by the Court.

Acceptance and placement will depend on the individual's background, skills, and nature of the Order. All Court-Ordered volunteers shall be referred to the County Administrator's office for initial screening and placement.

Departments shall provide the County Administrator's office, on a periodic basis or as requested, with a list of projects or assignments which can be accomplished by Court-Ordered volunteers.

Volunteers should be able to complete such projects and assignments in a relatively short period of time with little supervision, as hours available are generally short in duration.

Upon assignment, a community service program information sheet will be forwarded to the affected department supervisor listing the volunteer's name, address, phone number, hours available, and reason for Court Order, and work assignment.

The department supervisor shall maintain a record of dates and hours worked, and upon completion of the assigned hours notify the Personnel office of the community service information.

The County Administrator's office shall notify the appropriate court or agency when the assignment is completed. The volunteer is responsible for maintaining contact with the Court as needed.

The County shall require that proper liability and accident insurance is provided for Court appointed volunteers by the referring agency prior to any agreement to utilize such volunteers is consummated.

If a volunteer is unable or unwilling to complete the designated assignment, the department supervisor shall notify the Personnel office.

## **REQUESTS FOR LEGAL WORK**

To establish uniform guidelines for requesting legal opinions, assistance, contracts, resolutions, ordinances, etc., from the County Attorney.

### **Exceptions:**

1. These policies and procedures shall not apply to requests made by motion of the Board of Supervisors
2. These policies and procedures shall not apply to routine matters that can be addressed over the phone or in person without a formal written response.

### **Procedures for Written Requests:**

1. All requests shall be documented in writing on a standard County memo.
2. All requests should include:
  - a. Name of attorney to whom request is being made
  - b. County employee requesting action
  - c. Subject of request
  - d. Response time or date needed
  - e. Description of action requested
  - f. Copies of any attachments, e.g. draft contract, resolution, ordinance, etc.
3. The requests must be approved by the County Administrator before any legal work is undertaken
4. The County Attorney will return all written responses to the County Administrator's office. As soon as the response is noted, it will be disseminated to the initiating department.
5. The County Administrator will review the status of pending items with the County Attorney on a periodic basis or as needed.
6. A copy of all County Attorney opinions shall be maintained in the County Administrator's office.
7. Claims for legal services, which are rendered without the approvals required herein, may be denied.

## **SMALL PURCHASE POLICY**

### **Purpose:**

The purpose of this policy is to provide for the acquisition of needed services, equipment and materials for the County government in a manner that is most cost-effective for the citizens of Mathews County and that is flexible enough to ensure the continued efficient operation of County governmental functions. Cost-effectiveness as used herein shall not only include consideration of sale or purchase cost but other factors such as quality and availability of service, product, warranty, product durability, experience and other factors reflecting the capabilities of vendors doing business with the County. This policy shall apply to single purchases or term contracts if the aggregate or the sum of all phases is not expected to exceed \$30,000.

### **Enabling Authority:**

This policy has been promulgated and adopted per Section 11-41F of the Virginia Public Procurement Act (Sections 11-35 et Seqq. Of the Code of Virginia, 1950, as amended).

**Purchasing Agencies:**

Each department shall be responsible for acquiring its own operating equipment, services and materials within its departmental funding level and in conformance with the procedures given herein. Except as otherwise required by applicable state or federal law, each department shall keep on file for a period of not less than twelve (12) months or until the audit for which the purchases will be included is completed, documentation of purchases over \$2,000 for public auditing purposes.

**Procurement Procedures:** (Cost ranges shall be used in conjunction with projected, budgeted or other pre-quotation estimates for goods or services to be procured).

- A. Up to \$2,500 – Single orders permitted via telephone call. Verbal Award permitted.
- B. \$2,501 - \$7,500 – Two telephone quotations required; three preferred. Award must be made in writing.
- C. \$7,501 - \$30,000 – Two written quotations required; three preferred. Award must be made in writing.
- D. \$30,001 - \$50,000 – Informal solicitation of a minimum of four bidders or offerors required. Award must be made in writing.
- E. Over \$50,000 – Purchases governed by Virginia Public Procurement Act.
- F. Minimum number of quotations required per paragraph B. and C. Of this section shall not apply if bids are solicited through public notice.
- G. In determining an award within the above referenced cost ranges, the procuring department shall not only consider price, but also, when applicable, the quality and availability of maintenance and repair service, product durability, warranties and guarantee provisions, trade experience of the vendor and the capability of the Vendor to expand or diversify service or products as County departmental needs grow. Therefore, cost is an important factor in making a prudent award determination; however, it is by no means the only evaluation criteria.

**Exemptions:**

The following items are exempt from the purchasing procedure given in Section 4 above:

- A. Sole source procurements (e.g., portions of utility or mechanical systems that due to their manufacture by only one company precludes the solicitation of quotations from more than one vendor).
- B. Procurements for the expansion, continuation, replacement, repair or upgrading to an existing system or project (e.g., expanding a building-wide computer or telephone network which, in consideration of compatibility of equipment and the desirability of dealing with one vendor for efficient and responsive service and

repairs, necessarily requires the continued procurement of equipment from the same vendor).

- C. Emergency procurements (e.g., repairs requiring immediate or prompt attention, often necessitated by emergencies, whereby more than one vendor may be able to provide that service but due to the emergency or urgency status of the situation, time constraints or the availability of vendors, solicitation of multiple proposals may not be practical).
- D. State, municipal and governmental contracts and pools (e.g., office equipment and supplies purchased through entities such as the Virginia Department of Purchases, Supplies, and insurance pools established by the Virginia Division of Risk Management, The Virginia Association of Counties, the Virginia Municipal League).
- E. Procurements of products and goods made from recycled materials (e.g., office letterhead printed on recycled paper).
- F. Procurements of goods and services exempted from requirements for competitive procurement under Section 11-45 of the Code of Virginia, 1950, as amended.
- G. Professional and other services which may be exempt from bidding or other procurement requirements per the Virginia Public Procurement Act (e.g., legal services). However, nothing herein shall prohibit the solicitation of sealed bids or proposals for such services.
- H. Whenever it is in the County's interest to exempt additional acquisitions beyond those listed herein, the Board of Supervisors may do so as long as such exemption is in compliance with the Virginia Public Procurement Act.

### **Conflict with Other Laws:**

The Virginia Public Procurement Act (Sections 11-35 et seq. Of the Code of Virginia, 1950, as amended) shall supersede and shall govern whenever a conflict arises between the Act and the Mathews County Small Purchase Policy. Furthermore, the Act shall govern all procurements not addressed or exempted by this policy.

### **Procurement of American-made and Locally Sold Products:**

When goods and services of comparable quality and price (including consideration of warranties, maintenance, durability and service provisions, etc.) are available, preference should be given to the purchase of American, especially Virginia, made products. Mathews County businesses should be utilized when possible and when it is determined to be cost-effective and prudent after consideration of all relevant purchasing evaluation criteria.

### **POLICY AND AGREEMENT TO ACCEPT THE U.S. BANK CARD**

The U.S. Bank One Card represents the County's trust in you. You are empowered as a responsible agent to safeguard County assets. By accepting the U.S. Bank credit card, you are verifying that you have read the following terms and agree to comply with all of them.

You understand the card is for county-approved purchases only and agree not to charge personal purchases.

Improper use of this card can be considered misappropriation of county funds. This may result in disciplinary action up to and including termination of employment and prosecution as provided under the law.

If the card is lost or stolen, you will immediately notify U.S. Bank by telephone. You will confirm the telephone call by mail or facsimile with a copy of the notification to the program administrators in the County Administrator's office.

You agree to surrender the card immediately upon termination of employment, whether for retirement, voluntary or involuntary reasons.

The card is issued in your name. You will not allow any other person to use the card. You are considered responsible for any and all charges against the card.

All charges will be billed directly to and paid directly by the County. The bank cannot accept any monies from you directly; therefore any personal charges billed to the County could be considered misappropriation of County funds.

As the card is County property, you understand that you may be periodically required to comply with internal control procedures designed to protect County assets. This may include being asked to produce the card to validate its existence and account number. **You will also be required to produce receipts and statements on a monthly basis to audit its use.**

You will receive a Monthly Reconciliation Statement (MRS), which will report all activity during the statement period. Since you are responsible for all charges (but not for payment) on the card, you will resolve any discrepancies by either contacting the supplier or the bank.

The charges made against your card are automatically assigned to the cost center assigned to the card as specified by the County Administrator's office. This code cannot be changed without the County Administrator's involvement. When changed, the new accounting code will not affect any charges made prior to the change but will affect future charges.

You understand the one card is not necessarily provided to all employees. Assignment is based on your need to purchase materials for the County and/or to provide for business travel. Your card may be revoked based on change of assignment or location. You understand that the card is not an entitlement nor reflective of title or position. Use of the County credit card shall be limited whenever possible by following the standard procedure for County purchases, utilizing the "Small Purchase Policy".

## **VEHICLE/EQUIPMENT MAINTENANCE**

It is the responsibility of the operator of every piece of equipment to perform routine operation checks before using the equipment. At a minimum the oil level, radiator coolant level, and battery should be checked every time the unit is filled with gas.

It will be the Department Supervisors responsibility to insure that all county-owned vehicles/equipment receives lubrication and/or oil changes based on the following schedule:

- a. 1/4-Ton Pickups, 1/2-Ton Pickups, 1-Ton Trucks – every 4,000 miles
- b. Administrative cars and trucks not operated 7 hours per day – every six (6) months
- c. Buildings and Grounds maintenance equipment – per manufacturers recommendations.

Each Department Supervisor, or their designee, shall maintain records of lubrication and oil changes for each county-owned vehicle and piece of equipment assigned to their department.

Department Supervisors, or their designee, shall be responsible for maintaining a suspense file to insure those vehicles/equipment are serviced in accordance with the above schedule.

Department Supervisors will be advised as to required services, and directed to bring the vehicle/equipment into the shop for service.