

Leidos, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #579-S1211

THIS FIRST AMENDMENT to that Agreement for Services #579-S1211, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Science Applications International Corporation, a corporation, now operating as Leidos, Inc., a Delaware corporation, duly qualified to conduct business in the State of California, whose principal place of business address is 1209 Orange Street, Wilmington, Delaware 19801, and whose local office address is 10260 Campus Point Drive, H4-K, San Diego, California 92121 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Science Applications International Corporation (SAIC) has been engaged by County to provide biological and other scientific consulting services in accordance with Agreement for Services #579-S1211, dated May 15, 2012, incorporated herein and made by reference a part hereof; and

WHEREAS, Science Applications International Corporation has separated into two independent companies effective September 27, 2013; and

WHEREAS, Article VII, Assignment and Delegation, of the Agreement prohibits SAIC from assigning services to be provided without the prior written consent of County; and

WHEREAS, SAIC has requested that the County accept work under the Agreement by Leidos, Inc. and approve the assignment of the Agreement from SAIC to Leidos, Inc.; and

WHEREAS, SAIC will remain liable for all obligations, covenants, and conditions, and/or liabilities for services performed prior to September 27, 2013 under the terms and conditions of Agreement for Services #579-S1211, as approved by County of El Dorado Board of Supervisors and executed on May 15, 2012; and

WHEREAS, notwithstanding the assignment, SAIC acknowledges and agrees that all existing indemnity and insurance obligations of SAIC will remain in full force and effect as set forth in the Agreement for all services performed prior to September 27, 2013, and as thereafter required by the Agreement; and

WHEREAS, Leidos, Inc. will assume all Consultant's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of Agreement, commencing on September 27, 2013; and

WHEREAS, the parties hereto have mutually agreed that Leidos, Inc. shall fulfill the terms and conditions of the Agreement and of this Amendment I to said agreement; and

WHEREAS, the parties have mutually determined and agreed to amend **Article XI, Notice to Parties**; and

WHEREAS, the parties hereto have mutually agreed to amend **Article XIII, Insurance**, to reflect current County insurance requirements; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to add **ARTICLE XXVI, Change of Address**; **ARTICLE XXVII, Audit by California State Auditor**; **ARTICLE XXVIII, No Third Party Beneficiaries**; **ARTICLE XXIX, Counterparts**; and **ARTICLE XXX, Taxes**, to reflect updated County contracting provisions; and

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to include **Article XXXI, Assignment**, that expressly states the terms of the County’s approval of the assignment of the Agreement;

NOW, THEREFORE, the parties agree to amend Agreement for Services #579-S1211 as follows and County approves of the assignment of the Agreement from SAIC to Leidos, Inc. on the following terms and conditions:

ARTICLE XI, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a Copy to:

County of El Dorado
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Roger P. Trout
Development Services
Division Director

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Leidos, Inc.
10260 Campus Point Drive, H4-K
San Diego, California 92121

Attn.: Sheila B. Maglaque
Senior Contracts Representative
Engineering Solutions Group

or to such other location as Consultant directs.

ARTICLE XIII, Insurance, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately

provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be

determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same if requested.

The original Agreement is further amended to add the following Articles:

ARTICLE XXVI

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in Article XI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXVII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXX

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE XXXI

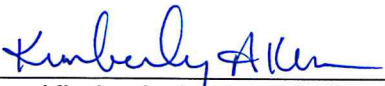
Assignment: Pursuant to Article VII, Assignment and Delegation, of the Agreement, County approves the assignment of the Agreement from SAIC (previous Consultant) to Ledios, Inc. (Consultant), effective September 27, 2013, on the following terms and conditions. Leidos, Inc. assumes all duties, covenants, obligations, and responsibilities, including all indemnity and insurance obligations, of the Consultant under Agreement #579-S1211 and all amendments thereto, and is responsible for executing, performing, and providing all work and services as of September 27, 2013, in accordance with all terms and conditions as set forth in and as defined in Agreement #579-S1211 and all amendments thereto. SAIC shall remain liable, jointly and severally, for all work performed and service provided prior to September 27, 2013 and all of SAIC's insurance and indemnity obligations set forth in the Agreement shall remain in full force and effect on the terms set forth in the Agreement notwithstanding the assignment of the Agreement.

Except as herein amended, all other parts and sections of this Agreement for Services #579-S1211 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By:  Dated: 11-21-13
Roger P. Trout
Development Services Division Director
Community Development Agency

Requesting Department Concurrence:

By:  Dated: 11/22/13
Kimberly A. Kerr, Acting Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #579-S1211 on the dates indicated below.

-- C O U N T Y O F E L D O R A D O --

By: 
Second Vice Chair, Brian K. Veerkamp

Dated: 1/7/14

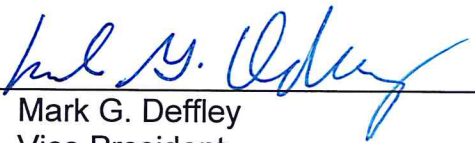
Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

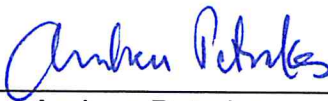
By: 
Deputy Clerk

Dated: 1/7/14

-- L E I D O S , I N C . --

By: 
Mark G. Deffley
Vice President
Group Contracts Director
"Consultant"

Dated: 12/5/13

By: 
Andrew Petrakes
Assistant Secretary

Dated: 12/2/13

AGREEMENT FOR SERVICES #

579-51211

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Science Applications International Corporation, a California corporation, duly qualified to conduct business in the State of California, whose principal place of business is 10260 Campus Point Drive, San Diego, CA 92121 (hereinafter referred to as "Consultant" or "SAIC");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide biological and other scientific consulting services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide biological and other similar scientific consultation, research and related activities to assist the County in the development of an impact analysis and mitigation plan for rare plant species endemic to gabbro derived soils (gabbro rare plants). The purpose of the impact analysis and mitigation plan is to support the eventual preparation of a California Endangered Species Act (CESA) 2081 Permit Application and an analysis for California Environmental Quality Act (CEQA) and Native Plant Protection Act (NPPA) compliance. The overall project is to include three phases: (1) preparation of the Impact Analysis and Mitigation; (2) prepare funding mechanisms, CESA 2081 permit applications and documents for NPPA compliance; and, (3) prepare CEQA documentation. The

Scope of Work of this Agreement covers Phase I, as does the cost estimate. SAIC would prepare detailed scopes of work and cost estimates for Phases 2 and 3 at County's request. Conduct of Phases 2 and 3 are contingent upon the parties approving an amendment to this Agreement or a new agreement to cover those phases of the work. The Scope of Work for Phase I is as follows:

A. Scope of Work for Phase I Impact Analysis and Mitigation Plan

SAIC will work with County staff, the Board of Supervisors (Board), California Department of Fish and Game (DFG), outside legal counsel for the County, and other appropriate parties to develop materials in support of a CESA 2081 Permit Application for gabbro rare plants and for compliance with the NPPA. The following species of gabbro rare plants will be addressed:

- El Dorado bedstraw (*Galium californicum* ssp. *sierrae*) – FE/SR¹
- Pine Hill ceanothus (*Ceanothus roderickii*) – FE/SR
- Pine Hill flannelbush (*Fremontodendron californicum* ssp. *decumbens*) – FE/SR
- Stebbin's morning-glory (*Calystegia stebbinsii*) – FE/SE
- Layne's butterweed (*Senecio layneae*) – FT/SR
- Red Hills soaproot (*Chlorogalum grandiflorum*) – not listed
- El Dorado mule-ears (*Wyethia reticulata*) – not listed
- Bisbee Peak rush-rose (*Helianthemum suffrutescens*) – not listed

SAIC will prepare the description of ecological conditions supporting the gabbro rare plants, an assessment of the impacts of planned future development on the species, and a mitigation plan that includes monitoring and adaptive management. SAIC will perform the tasks described below to produce these work products.

Task 1. Manage Project and Coordinate with County and Agencies

SAIC will coordinate via telephone and email with County staff, attorneys, DFG, and other appropriate parties while developing the work products described in the tasks below.

This task will include managing the project team, tracking of project progress and budget, preparation of project progress reports with each invoice (prepared on SAIC's four-week periods), and coordination with the County and other appropriate parties.

Deliverables:

- Project progress reports (up to 5)

Specific Assumptions:

- none

Task 2. Attend Meetings and Workshops

To ensure clear and coordinated communication among the appropriate parties on various

¹ Listing Status: FE = Endangered under ESA; FT = Threatened under ESA; SE = Endangered under CESA; SR = Rare under NPPA.

elements of the impact analysis and mitigation plan SAIC will attend meetings with the County, DFG, and other appropriate parties. SAIC will attend meetings (in person or via conference call) during development of deliverables. This task will include meetings with County staff, the Board, DFG, and other interested parties in Placerville or Sacramento, CA. SAIC will attend up to thirteen (13) total meetings with the County, DFG, or other parties under this scope of work with up to 2 SAIC staff per meeting. Specifically scheduled meetings necessary for the conduct of tasks are:

1. Start-up Meeting
2. Draft Impact Analysis Review Meeting
3. Meeting with Board of Supervisors to Present Draft Impact Analysis
4. Draft Mitigation Plan Review Meeting
5. Meeting with Board of Supervisors to Present Draft Mitigation Plan
6. Final Plan Presentation Meeting

The timing of these six meetings is identified in the schedule (Section 2). SAIC will attend up to seven (7) meetings in addition to six scheduled meetings listed above, if necessary for managing project progress. All meetings will be at mutually agreed upon times between the County and SAIC.

SAIC will attend meetings of the Biological Technical Committee to gather information from participants on the progress of their planning process and on potential actions that could be used in developing the mitigation plan, and to continue participation in development of the conservation strategy. Assuming the Biological Technical Committee will meet monthly, up to two (2) SAIC staff will attend up to 5 meetings of this committee, held in Placerville, CA. SAIC will support the County at public workshops that present information on the development and content of planning activities for gabbro rare plants. These workshops are assumed to be bi-annual and, therefore, SAIC would attend one (1) workshop in Phase 1. The County will make all arrangements for the workshop, including the room, advertising, and materials. SAIC may provide electronic files of materials to the County, as necessary, derived from the text, tables, or graphics developed for the impact analysis and mitigation plan. The County would be responsible for all printing, copying, and distribution of workshop materials.

Deliverables:

- None

Assumptions:

- SAIC will attend up to thirteen (13) meetings with the County, DFG, or other parties with up to 2 staff per meeting
- SAIC will attend up to five (5) meetings of the Biological Technical Committee with up to 2 staff per meeting.
- SAIC will attend up to one (1) public workshop with up to 2 staff.
- Conference calls lasting more than one hour are considered meetings under this task.
- In person meetings will be held at the County offices and meeting rooms in Placerville, at State and Federal agency offices in Sacramento, and at SAIC offices in Sacramento.
- SAIC will not be responsible for the preparation of meeting minutes or notes.

- Additional meetings will be held at the request of the County. In the event that additional meetings are requested, a contract revision will be requested to increase funding for the additional effort if such meetings cause SAIC to exceed the agreed upon compensation in Article III.

Task 3. Prepare Draft and Final Impact Analysis

SAIC will gather existing, available information on the ecological requirements, status, and distribution of gabbro rare plants. SAIC will gather existing geographic information system (GIS) data on vegetation, soils, gabbro rare plants distributions, and planned future development for use in the Impact Analysis. It is assumed that most or all GIS data for plant distributions (as developed by the biological technical team), vegetation, soils, land use, and planned future development is currently held by the County and will be provided to SAIC. SAIC will also seek additional GIS data from DFG, US Fish and Wildlife Service (FWS), US Bureau of Reclamation (USBR), and other agencies, as appropriate. SAIC will also interview individuals knowledgeable about the gabbro rare plants and the ecological conditions that support the plants. SAIC will use this existing information and existing GIS data to prepare a descriptive profile of each species. The purpose of these species profiles will be to provide the ecological context for the assessment of impacts on each species by planned future development. Only information necessary for the assessment of impacts will be included in these profiles.

Using the information in the species profiles, SAIC will conduct an analysis that assesses the direct and indirect impacts of planned future development on each of the eight gabbro rare plant species. The Impact Analysis will rely heavily on the GIS data and the intersection of the planned future development footprints with known occurrences and habitat of the plant species. SAIC will describe in text, tables, and figures the direct and indirect impacts for each species and relate those impacts to the ecological context of the species overall distribution.

SAIC will prepare a Draft Impact Analysis for review by the County and DFG. Following this review, SAIC will prepare a Final Impact Analysis to be included in the impact analysis and mitigation plan document.

Deliverables:

- Draft Impact Analysis (Adobe PDF format via email or SAIC FTP site)
- Final Impact Analysis (Adobe PDF format via email or SAIC FTP site)

Specific Assumptions:

- County will provide all GIS data in their possession relevant to the gabbro soils habitat including vegetation, soils, plant distributions, land use designations, and parcel data.
- County will provide SAIC with descriptions of and the GIS data identifying the spatial boundaries, development characteristics, and locations of planned future development and land use changes by parcel that could affect one or more of the gabbro rare plants.
- The data collected from the County, DFG, FWS, USBR and other agencies will form the basis of the Impact Analysis.
- SAIC assumes that no additional data collection or GIS data capture will be necessary for the development of the Impact Analysis. Any new resources mapping or GIS data capture by SAIC would be conducted under a separate scope of work at additional cost.

Task 4. Prepare Draft Mitigation Plan

SAIC will prepare a Draft Mitigation Plan for the gabbro rare plants based on the level of impacts on plants from planned future development identified in the Impact Analysis. The Draft Mitigation Plan will be designed to achieve the CESA Section 2081 requirement for fully mitigating impacts and the CEQA requirement for reducing impacts to less-than-significant levels for each of the eight gabbro rare plants. The Draft Mitigation Plan will include the following elements:

- Biological goals and objectives for each species
- Habitat protection mitigation measures
- Habitat enhancement and management mitigation measures
- Monitoring and adaptive management plan

During preparation of the Draft Mitigation Plan, SAIC will solicit input from County staff, DFG, FWS, botanists, and soil scientists with specific knowledge of the gabbro rare plants and specific land ownership, species and vegetation management, and land use issues to identify appropriate mitigation measures and monitoring actions. Mitigation requirements will be based on the outcome of the impact analysis and on the context and setting information for each of the plant species.

SAIC will provide the Draft Mitigation Plan for the eight gabbro rare plants to the County and DFG for review. The Draft Mitigation Plan will not be completed until all comments on the Draft Impacts Analysis have been provided to SAIC by the County and DFG. The Draft Mitigation Plan will include text, tables, and figures and be provided to the County in Adobe PDF format via email or via the SAIC FTP site.

Deliverables:

- Draft Mitigation Plan (Adobe PDF file via email or via the SAIC FTP site)

Specific Assumptions:

- none

Task 5. Prepare Final Gabbro Rare Plants Impact Analysis and Mitigation Plan

Following review of the Draft Mitigation Plan, SAIC will prepare the Final Gabbro Rare Plants Impact Analysis and Mitigation Plan document. SAIC will incorporate comments on the Draft Mitigation Plan into this final document as directed by the County. Where comments conflict, it is assumed that the County will decide how to proceed and will give specific direction to SAIC.

The Final Gabbro Rare Plants Impact Analysis and Mitigation Plan will include text, tables, and figures and will be provided as an Adobe pdf file via email or SAIC ftp site to the County, DFG, and other parties as directed by the County. SAIC will prepare and deliver to the County ten (10) bound paper copies and ten (10) CDs of the Final Gabbro Rare Plants Impact Analysis and Mitigation Plan. The County will be responsible for any distribution of paper copies and CDs of the document.

SAIC will prepare a presentation in MS PowerPoint that summarizes the methods and results of the impact analysis and the primary components of the mitigation plan as per the Final Gabbro Rare Plants Impact Analysis and Mitigation Plan. The presentation will be suitable for delivery to the County Board of Supervisors. The presentation would be given by SAIC at a meeting as part of Task 2 *Attend Meetings*.

Deliverables:

- Final Gabbro Rare Plants Impact Analysis and Mitigation Plan (10 bound paper copies, 10 CD copies, Adobe PDF file via the SAIC FTP site)
- Presentation Final Gabbro Rare Plants Impact Analysis and Mitigation Plan in MS PowerPoint (MS PowerPoint file via the SAIC FTP site)

Assumptions:

- The bound paper final document will not exceed 200 pages and will be 3-ring or spiral bound

B. General Assumptions for Scope of Work for Phase 1

In addition to specific assumptions described for each task in the Scope of Work, SAIC makes the following general assumptions for all tasks in the Scope of Work:

- This scope of work does not include the preparation of a cost analysis or funding plan for the mitigation plan. A cost analysis and funding plan could be prepared by SAIC under a separate scope of work and cost (Phase 2).
- This scope of work does not include the preparation of documents for compliance with CEQA. SAIC could prepare the CEQA document and support the CEQA process under a separate scope of work and budget (see Phase 3).
- Comments provided by the County and all participating parties will be consolidated and conflicting comments resolved before submittal to SAIC. Comments from all participating entities will be provided to SAIC by the County as per the schedule provided in Article II. *Schedule*.
- For each deliverable listed that includes a review, there will be only a single comment cycle and any additional revisions would be considered to be for the subsequent deliverable (if there is a subsequent deliverable in the scope of the task). In the event that additional comment cycles are needed, a contract revision will be requested to increase funding for the additional effort if additional comment cycle would cause the Consultant to exceed the contract amount in Article III.
- SAIC is not responsible for the accuracy or completeness of data and information provided to SAIC by the County or other parties that is used on any aspect of this project.

ARTICLE II

Schedule for Phase 1. Table 1 provides a proposed schedule for the development of the Gabbro Rare Plants Impact Analysis and Mitigation Plan. SAIC shall not begin work until a Notice to Proceed is issued by the County. County may issue a partial Notice to Proceed with specified tasks. This schedule is based on a number of assumptions about the time required for entities outside of SAIC's control to perform various actions such as delivery of data and other information, meeting dates, and document review. This schedule is based on the following

assumptions:

-
- The County will respond to all scheduled actions within the timeframes provided in Table 1.
- Document review times by the County and all participating entities involved will be no more than 3 weeks.
- Progress reports will be provided to the County every 4-weeks with invoices as per SAIC's 13-period business calendar following execution of signed agreement.
- Meetings will be schedule at mutually agreed upon times and locations.

Table 1. Schedule for Preparation of Gabbro Rare Plants Impact Analysis and Mitigation Plan

| Deliverable/Action | Item# | Responsible Party | Date Due |
|---|-------|-------------------|--------------------------|
| Executed Agreement and notice to proceed | 1 | County | Day 1 of schedule |
| Start-up Meeting | 2 | County & SAIC | 5 working days (WD) of 1 |
| All ecological and land use GIS data and descriptions of planned future development to SAIC | 3 | County | 10 WD of 1 |
| Draft Impact Analysis | 4 | SAIC | 30 WD of 3 |
| Written comments on Draft Impact Analysis | 5 | County | 15 WD of 4 |
| Draft Impact Analysis Review Meeting | 6 | County & SAIC | 20 WD of 4 |
| Presentation to BOS | 7 | County & SAIC | 31 WD of 4 |
| Final Impact Analysis | 8 | SAIC | 10 WD of 7 (latest) |
| Draft Mitigation Plan | 9 | SAIC | 20 WD of 8 |
| Written comments on Draft Mitigation Plan | 10 | County | 15 WD of 9 |
| Draft Mitigation Plan Review Meeting | 11 | County & SAIC | 20 WD of 9 |
| Presentation to BOS | 12 | County & SAIC | 32 WD of 9 |
| Final Gabbro Rare Plants Impact Analysis and Mitigation Plan | 13 | SAIC | 15 WD of 12 (latest) |
| Final Plan Presentation Meeting | 14 | SAIC | 10 WD of 13 |

ARTICLE III

Cost Estimate for Phase 1.

The estimated cost for implementing the tasks described above are \$190,634.00 and a cost element break down is presented in Exhibit A. The SAIC labor rate schedule for year 2012 is presented in Exhibit B. The cost estimate provided is predicated on the following assumptions:

- Tasks will be performed as per the timing of the schedule as presented in Table 1 *Schedule* of Article II and will not slip to later times causing SAIC to incur costs not anticipated in this Cost Estimate and causing the total cost to exceed this Cost Estimate. Schedule slippage that results in performance of tasks after May 1, 2013, would require

contract amendment to accommodate any requested change in billing rates by SAIC. Such request shall be made in writing at least thirty (30) days before May 1, 2013. Such a request for change in billing rates may be made only as part of a general change in rates by SAIC for all clients and the rate change requested shall not exceed that requested of other clients

- There will not be repeated stoppage and restarting of work by SAIC due to gaps in funding, County staff availability, or other reasons outside of SAIC's direct control.
- SAIC will have complete flexibility to use funds, within the total funded amount, for whichever tasks necessary and will be able to take advantage of efficiency in completing some tasks to fund work in other tasks needing additional effort on a time and materials basis.
- Work will be billed on a Time and Materials basis at the applicable labor rate, following the rate schedule provided in this section, for the year in which the work is conducted.

Assuming that all specific and general assumptions contained in Article I are substantially realized, and there is no substantial slippage in the time schedule presented in Table 1 *Schedule* of Article II which causes the incurrence of additional cost, except that which is under the control of SAIC, SAIC agrees to provide all deliverables under this Agreement for an amount not to exceed One Hundred Ninety Thousand, Six Hundred and Thirty-four Dollars (\$190,634.00). If the assumptions prove not to be reasonably accurate, or there is substantial slippage in the schedule, causing SAIC to experience increased costs, SAIC shall notify County immediately. Any increase in compensation above \$190,634.00 shall be subject to negotiation and agreement between the parties.

For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. Any claims for reimbursement by SAIC for the actual, reasonable and necessary expense of travel shall be in accordance with the policies of El Dorado County set forth in Exhibit C, attached hereto and incorporated herein by this reference. Any individual travel expense which will exceed \$100.00 must be approved by County in advance.

ARTICLE IV

Term: This Agreement shall become effective upon final execution by both parties on and shall expire on May 1, 2013 or upon earlier termination by any of the parties in accordance with the terms of Article X, below. If work under this Agreement is continuing but is not completed by May 1, 2013, then the term of this Agreement shall be automatically extended until the work is completed except that, if the work is not completed by May 1, 2014, SAIC shall have the right to terminate this Agreement upon sixty (60) days' notice to County.

ARTICLE V

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters

pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE VII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Services provided shall be under the direction of Paul Cylinder.

ARTICLE VIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for

services performed prior to cancellation.

ARTICLE X

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Development Services Department
2850 Fairlane Court, Building C
Placerville, CA 95667
ATTN: Roger Trout, Dir. of Development Services

or to such other location as the County directs.

A copy of all notices will also be sent to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: BONNIE H. RICH, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

Science Applications International Corporation
10260 Campus Point Drive MAIL STOP D4-K
San Diego, CA 92121
ATTN: Sheila Maglaque

or to such other location as the Consultant directs.

ARTICLE XII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by the Consultant's negligent execution of services, operations, or performance hereunder. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Consultant's total liability to the County under this Article XI for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, except for claims for bodily injury or property damage, shall not, in the aggregate, exceed the amount actually paid to SAIC under this Agreement.

ARTICLE XIII

Insurance: Consultant shall provide a Memorandum of Insurance to the El Dorado County Risk

Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a Memorandum of insurance to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without ninety (90) days prior written notice to SAIC, and SAIC will provide at least a thirty (30) days notice of such cancellation to County, and;
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability and automobile policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's

insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XVI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of

Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVII

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Roger Trout, Dir. of the Development Services Department, or successor.

ARTICLE XXI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIII

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

ARTICLE XXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XXV

Ownership of Rights. County and Consultant hereby expressly agree that County shall have sole ownership interest in all studies, reports, plans, documented research results, compilation of data and calculations, and other documents or materials produced by Consultant, its agents, representatives, employees, or sub-contractors pursuant to this Agreement, whether preliminary or final, and in each completed work, and unused portions thereof, including the copyrights.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Louis B. Green* Dated: 4/16/12
Louis B. Green
County Counsel

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 5-15-12
By: *[Signature]*
Chairman, Board of Supervisors
"County"

ATTEST:

Terri Daly, Acting Clerk
of the Board of Supervisors

By: *[Signature]* Date: 5-15-12
Deputy Clerk

-- CONSULTANT --

Dated: 5/7/2012

Science Applications International Corporation
A Delaware corporation

By: *Sheila B. Maglaque*
Sheila B. Maglaque
Senior Contracts Representative
"Consultant"

**EXHIBIT A
COST ELEMENT BREAKDOWN**

**EXHIBIT B
FEE SCHEDULE**



SUMMARY

PROPOSAL TITLE: Gabbro Rare Plants Impact Analysis and Mitigation Plan

CUSTOMER: El Dorado County
SAIC B&P NO.: F00236.A.2012.040.000
POP: NTP through 05/31/2013

| TASK / SUBTASK TITLES | HOURS | LABOR | ODCs | M&S | TOTAL EST. - TIME & MATERIALS |
|--|----------------|------------------|----------------|------------|-------------------------------|
| 1.0 Manage Project and Coordinate with County and Agencies | | | | | |
| TOTAL - TASK 1.0 | 198.0 | \$35,549 | \$0 | \$0 | \$35,549 |
| 2.0 Attend Meetings | | | | | |
| TOTAL - TASK 2.0 | 219.0 | \$43,228 | \$2,413 | \$0 | \$45,639 |
| 3.0 Prepare Draft and Final Impact Analysis | | | | | |
| TOTAL - TASK 3.0 | 462.0 | \$80,428 | \$0 | \$0 | \$80,428 |
| 4.0 Prepare Draft Mitigation Plan | | | | | |
| TOTAL - TASK 4.0 | 186.0 | \$26,664 | \$0 | \$0 | \$26,664 |
| 5.0 Prepare Final Gabbro Rare Plants Impact Analysis and Mitigation Plan | | | | | |
| TOTAL - TASK 5.0 | 147.0 | \$19,015 | \$3,339 | \$0 | \$22,354 |
| TOTAL - ALL TASKS | \$1,222 | \$184,882 | \$5,752 | \$0 | \$190,534 |

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

SAIC E&I BU COMMERCIAL RATES

Rates Effective: January 2012 through May 2013

FIXED LABOR RATES / HR

| <i>Labor Category</i> | <i>(Abbreviated)</i> | |
|--------------------------------|----------------------|----------|
| Sr. Principal Consultant I | Sr. Prin Cons I | \$291.00 |
| Sr. Principal Consultant II | Sr. Prin Cons II | \$285.00 |
| Sr. Principal Consultant III | Sr. Prin Cons III | \$278.00 |
| Principal Consultant I | Prin Cons I | \$264.00 |
| Principal Consultant II | Prin Cons II | \$251.00 |
| Sr. Program Manager I | Sr. Pgm Mgr I | \$238.00 |
| Sr. Program Manager II | Sr. Pgm Mgr II | \$225.00 |
| Sr. Program Manager III | Sr. Pgm Mgr III | \$212.00 |
| Program Manager I | Pgm Mgr I | \$204.00 |
| Program Manager II | Pgm Mgr II | \$191.00 |
| Program Manager III | Pgm Mgr III | \$177.00 |
| Sr. Project Manager | Sr. Proj Mgr | \$171.00 |
| Project Manager | Proj Mgr | \$158.00 |
| Sr. Consultant I | Sr. Cons I | \$198.00 |
| Sr. Consultant II | Sr. Cons II | \$184.00 |
| Sr. Consultant III | Sr. Cons III | \$171.00 |
| Sr. Consultant IV | Sr. Cons IV | \$158.00 |
| Sr. Consultant V | Sr. Cons V | \$151.00 |
| Staff Consultant I | Staff Cons I | \$137.00 |
| Staff Consultant II | Staff Cons II | \$130.00 |
| Staff Consultant III | Staff Cons III | \$123.00 |
| Staff Consultant IV | Staff Cons IV | \$117.00 |
| Staff Consultant V | Staff Cons V | \$110.00 |
| Associate Consultant I | Assoc Cons I | \$103.00 |
| Associate Consultant II | Assoc Cons II | \$97.00 |
| Associate Consultant III | Assoc Cons III | \$91.00 |
| Associate Consultant IV | Assoc Cons IV | \$83.00 |
| Associate Consultant V | Assoc Cons V | \$77.00 |
| Technician I | Tech I | \$70.00 |
| Technician II | Tech II | \$63.00 |
| Technician III | Tech III | \$57.00 |
| Technician IV | Tech IV | \$50.00 |
| Sr. Project Administration I | Sr. Proj Admin I | \$130.00 |
| Sr. Project Administration II | Sr. Proj Admin II | \$123.00 |
| Sr. Project Administration III | Sr. Proj Admin III | \$117.00 |
| Project Administration I | Proj Admin I | \$103.00 |
| Project Administration II | Proj Admin II | \$91.00 |
| Project Administration III | Proj Admin III | \$77.00 |
| Project Administration IV | Proj Admin IV | \$63.00 |
| Project Administration V | Proj Admin V | \$57.00 |

ODC and M&S Handling Charge 12.0%

The above Labor Categories and Rates are for SAIC Personnel Only.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
|------------------------|-----------------------------|------------------------------|
| Subject: TRAVEL | Policy Number D - 1 | Page Number: Page 1 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
 - a. Maximum Rate Policy
 - b. Private Auto
 - c. Meals
 - d. Lodging
 - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures

EXHIBIT 'C'



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
|-----------------------|-----------------------------|------------------------------|
| Subject TRAVEL | Policy Number D - 1 | Page Number: Page 2 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

POLICY:

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
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| Subject: TRAVEL | Policy Number D - 1 | Page Number: Page 3 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
 - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
 - (2) Car rental.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
|-----------------------|-----------------------------|------------------------------|
| Subject TRAVEL | Policy Number D - 1 | Page Number: Page 4 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

- (3) Out-of-county overnight travel.
 - (4) Members of boards or commissions, or non-county personnel.
 - (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
- c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
3. Travel Participants and Number
- a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
 - b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
 - c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
|------------------------|-----------------------------|------------------------------|
| Subject: TRAVEL | Policy Number D - 1 | Page Number: Page 5 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

d. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.

- (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
- (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.
- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
|------------------------|-----------------------------|------------------------------|
| Subject: TRAVEL | Policy Number D - 1 | Page Number: Page 6 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
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| Subject: TRAVEL | Policy Number D - 1 | Page Number: Page 7 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

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

5. Reimbursement Rates

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

- b. Private Auto

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

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

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



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

| | | |
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| Subject: TRAVEL | Policy Number D - 1 | Page Number: Page 9 of 13 |
| | Date Adopted: 12/22/1987 | Revised Date: 10/20/2009 |

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

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

Maximum Allowable Meal Reimbursement

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

d. Lodging

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



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the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.

- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.
 - (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.
- e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim.

Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the



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department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.



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- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.
- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the



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end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.

h. Expense Claim Form

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.