

**EL DORADO COUNTY DISTRICT ATTORNEY'S
OFFICE
EL DORADO COUNTY, CA**

CONTRACT FOR



PROSECUTORbyKarpel®



9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and El Dorado County, a political subdivision of the State of California (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

1. CONFIDENTIALITY STATEMENT

This document is the intellectual property of Karpel Solutions. Client agrees that the information contained within this proposal is proprietary information and that it shall not disclose, reproduce in any format, or use any of the terms, data, or any other material contained herein outside of El Dorado County or for any other purposes other than to evaluate this contract. If the Client is required by statute or case law to disclose any information in this agreement, then Client shall notify Karpel Solutions three (3) business days prior to the release. This agreement does not limit Client the right to use information contained within this contract if it is obtained from another source without restriction. Any subsequent revisions, addendums, or amendments to this document shall be covered under the terms of this confidentiality agreement by reference.

2. SCOPE OF WORK

The following Scope of Work represents the services required to reach the proposed solution and a successful project. Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

<u>Deadline</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager. Server Connection Credentials to the Agency Server are given to Karpel to begin the data extraction. The agency project manager will notify local IT support for remote access credentials and coordinate with local agency IT to provide Karpel with legacy data if a remote extraction is not possible.	120
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK installation prerequisites.	100
	2 day onsite pre-implementation meeting with project manager and system administrators. PbK Overview with the first data conversion complete. Project Team is selected including Karpel Staff and Customer System Administrators. (One customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview, legacy data application analysis, enhancement definitions and interface definitions. PbK pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	90

	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments and finalize pre-implementation meeting timeline agreement.	80
	First Data Conversion Webinar is reviewed on Karpel servers along with the PbK pre-load worksheets. Agency Document Templates are received. Data validation spreadsheets will be explained and data validation will begin. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated. Applicable interfaces are reviewed and analyzed to define testing procedures.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	45
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	45
	Online document template conversion review - customer will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.	40
	The agency project manager will provide Karpel with any additional Legacy Data, additional Legacy Documents and a fully complete PbK Pre-Load Spreadsheet and completed data validation spreadsheets from the first data conversion. The agency project manager will notify agency IT support to coordinate the legacy data upload for final conversion with Karpel.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.	35
	Online Pre-Live Administrator Training and Mock Go-live - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. The preliminary data conversion on the Agency's pre-production site will be used for this training including completed document templates and workflow configuration. Agency will re-validate the accuracy of Clients, Cases, Court Dates, Events, Dispositions, and Financials. Application testing will continue. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin final testing of all application interfaces if applicable. At this point data conversion will be repeated as deemed necessary by our data conversion experts to correct data conversion anomalies reported in the data validation spreadsheets.	30
	Teleconference status meeting with Karpel and agency project manager to review current data validations and acceptance testing. Review of timeline to meet scheduled "go live" date.	21
	Complete installation and testing of all workstations by Karpel or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy and training area is prepared for scheduled training.	7



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	Karpel trainers arrive at the Training Room. Final configuration of PbK is reviewed with all system administrators present. User training begins with first two groups of users on preliminary data conversion.	5
	Final Legacy Data received by Karpel.	3
October 14, 2019	Final Data Conversion is loaded. User training continues with remaining office staff (group training). Customer begins using PbK in a live state.	<u>Go Live</u>

This schedule will be modified as mutually agreed upon by Client and Karpel Solutions.

Document conversion consists of Karpel Solutions converting existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK on a best effort basis. Karpel Solutions does not support nor will convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and Corel WordPerfect®

Karpel Solutions will provide hosting of PbK subject to the terms and conditions set forth in the HOSTEDbyKarpel Agreement.

3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved by client prior to start of such work. No additional charges will be incurred without prior written approval from client.

4. GENERAL CLIENT RESPONSIBILITIES

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to client facilities, computers, servers, network infrastructure and software as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. Unlimited access to all PbK production servers, 24 hours a day, 7 days a week for overnight and weekend data conversions
 - b. PbK application access using Karpel Solutions laptops and clients network for training and application testing
 - c. Installation of the Karpel Solutions remote support tool on all desktops executing the PbK application.
3. Access to client data along existing servers and systems containing data if such data is to be converted and populated by Karpel Solutions into PbK.
4. An authorized contact person to assist in the definition of any project unknowns and authorized to approve the completion of each task.



Failure of Client to provide the above access and assistance will render the Karpel Solutions support agreement null and void.

4.1 CLIENT VALIDATION

Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live Karpel will determine if a fix is possible and an additional fee for this work may be presented for this work.

5. INVESTMENT SUMMARY

Karpel Solutions will perform according to all descriptions, scopes, and specifications herein described, in consideration for payment as set forth below,

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	60	\$2,250	\$135,000
eSubpoena	1	\$30,000	\$30,000
Total Software			\$165,000

Installation Services	Qty.	Price	Total
SQL Database configuration	1	\$1,000	\$1,000
Total Installation Services			\$1,000

Professional Services	Qty.	Price	Total
Project Management			\$0
Pre-Implementation Meeting (Onsite, per day)	2	\$2,400	2 trainers \$4,800
Data Conversion (DAMION)	1	\$15,000	\$15,000
Data Conversion (Gabriel)	1	\$10,000	\$10,000
Online Pre-Implementation Meetings (hours)	24	\$150	\$3,600
Document Conversion (up to 100 documents)	1	\$2,500	\$2,500
Total Professional Services			\$35,900

Onsite Training Services	Qty.	Price	Total
Pre-Go-Live Training (days)	3	\$2,400	2 trainers \$7,200
On Site Training (days)	5	\$3,600	3 trainers \$18,000
Total Onsite Training Services			\$25,200

Customization Services*	Qty.	Price	Discount	Total
Interface: Sheriff's Office RMS	1	\$10,000		\$10,000
Interface: C-Track Court	1	\$10,000	(\$10,000)	\$0
Total Customization Services				\$10,000



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Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	60	\$450	\$27,000
eDiscovery	1	\$7,500	\$7,500
Interface Support	2	\$2,000	\$4,000
eSubpoena Support	1	\$6,000	\$6,000
Hosted Services (per user/year)	60	\$100	\$6,000
Total Annual Support Services			\$50,500

Total Project Cost	\$287,600
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Estimated Travel Expenses \$8,500

Total First Year Cost	\$296,100
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Optional Items	Qty.	Price
Interface: Law Enforcement	1	\$10,000 each agency
Interface: Court	1	\$10,000
Interface Annual Support	1	\$2,000

*Interfaces must conform to the appropriate PROSECUTORbyKarpel Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD, will require Karpel development review before approval and will incur additional development and maintenance costs.

This fee does not include additional hardware, Microsoft licenses, or networking services that may be necessary to properly and legally operate PbK. Said expenses are the Client's sole responsibility.

On-premises installations will incur an implementation fee of \$25,000. Additionally, there will be a \$5,000 annual maintenance fee for on-going connection maintenance/support of the application and database. Hosted installations will have these fees waived as Karpel will be in control of all the infrastructure and monitoring.

If a scheduled go-live date is changed within 60 days of the set date a 10% penalty may be issued to cover the costs of booked travel, accommodations and time that may be removed from other current client start dates.

Pricing for Optional Services will remain valid up to 90 days from date of contracting signing. Upon the request to begin an Optional Service, an official notice to begin the service must be received.



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Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.

Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To activate this service the MOU at Appendix A must be signed separately from the main contract.

Server installation includes application SQL database and configuration of SQL Server for PbK® and shall be performed by Karpel Solutions due to the complexity of the configuration.

Travel expenses shall be reimbursed in accordance with Exhibit A marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof.

Reimbursement for mileage and meals shall be made in accordance with the Federal M&IE rates established by the General Services Administration (GSA) found here: <https://www.gsa.gov/portal/category/100120>. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Karpel Solutions is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Karpel Solutions will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the Contract Administrator or designee has determined that the reasons are valid. **Lodging expenses exceeding the Federal Per Diem Rate established by the GSA require advance written approval by the County's Contract Administrator.**

As with any project, all prices are subject to change as new information arises or as workload increases. Karpel Solutions will seek approval from Client if more work will be necessary to make the changes along the way, as described above.

5.1 Payment Terms

Payment schedule to be 50% of Software User Licenses due upon signed contract agreement and the remaining cost due upon completion of implementation and training.

6. ANNUAL SUPPORT

6.1.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The initial support period shall begin from the date of software installation as part of the initial licensing purchase. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually as referenced in Section 5 above. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if the Client discontinues annual support it will not be provided with updated versions of the software, unless it is purchased.



Provided Client's computers, network and systems meet recommended specifications set for by Karpel Solutions and the Client is current with annual support payments then Karpel Solutions shall provide updated versions of their system and/or software as they become available during the terms of the contract. If the option for renewal is exercised, Karpel has the right to increase current pricing.

6.1.2 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.3 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.4 INCLUDED SUPPORT

Support services include the detection and correction of software errors and the implementation of all PbK program changes, updates and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed support will be delayed and the service level agreement (severity levels) are no longer in place.

6.1.5 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:*

**If the remote support tool is not installed or available all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use PbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. PbK may operate but is severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the customer.

Severity Level 3 shall be defined as a minor problem that exists with PbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of software, unless otherwise authorized in writing by the Client.

General Assistance: For general software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

7. LICENSE TERMS AND USE

This software, PbK is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use only by the terms set forth below. The Client owns the data and gives express permission to Karpel to use the data within the PbK Case Management System.

1. In consideration of payment of a sublicense fee, Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense or lease the software. A separate license of PbK is required for each user or employee. Each license of PbK may not be shared by more than one full time employee or user (40 hours per week), nor more than two (2) part-time employees or users, working no more than

40 hours per week together. The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that as such Karpel Solutions shall be entitled to the cost of the license, installation and training costs associated for each violation, including Karpel Solutions' reasonable attorneys' fees and costs.

3. License does not transfer any rights to software source codes, unless Karpel Solutions ceases to do business without transferring its duties under this agreement to another qualified software business. Karpel Solutions will, at client's expense, enter into escrow agreement for the storage of the source codes.

3. PbK and its documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the software or its documentation, in whole or in part, except as expressly provided for herein. Karpel Solutions retains all rights in any copy, derivative or modification to the software or its documentation no matter by whom made. PbK is licensed for a single installation of one full time employee. A separate license is required for each installation of PbK. Client shall not provide or disclose or otherwise make available PbK or any portion thereof in any form to any third party. Client agrees that unauthorized copying and distribution will cause great damage to Karpel Solutions and this damage is far greater than the value of the copies involved.

5. PbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records the Software shall be considered exempt from disclosure. PbK is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors.

6. PbK will provide to the Client a nightly copy of the database and make it available on a secure FTP site for download.

IN WITNESS WHEREOF, the parties have caused this Agreement subject to the Master Terms and Conditions set forth below to be executed on the date first above written. This proposal is offered as an all-inclusive turnkey solution and, unless noted otherwise, pricing is based on acceptance of both services and licenses. Any changes to this solution may result in additional costs. If not accepted within thirty (30) days, Karpel Solutions reserves the right to withdraw this proposal. Should any adjustments to this proposal become necessary; Karpel Solutions will draft and present a "Change Order" to Client for its review and approval. This offer is entire agreement between the parties, and no oral agreements or other written documents, exclusive of the attached exhibits are part of the agreement. Any modifications of this agreement must be in writing, and prior to acceptance of this offer, Karpel Solutions reserves the right to make modifications to this offer. The signatories warrant they have the authority to bind their respective party.



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El Dorado County

Karpel Solutions

Michele Weiner
Signature

[Signature]
Signature

Michele Weiner
Printed Name

Matt Ziemianski
Printed Name

Purchasing Agreement
Title

CEO
Title

6/6/19
Date

6/6/2019
Date



8. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. PAYMENT TERMS. A statement for services rendered will be submitted by Karpel Solutions at the completion of the service. The invoice is payable upon receipt. Terms are Net thirty (30) days. Interest shall be applied at the rate of one and one half percent (1.5%) per month on any amounts not received by Karpel Solutions within the due date. Karpel Solutions reserves the right to discontinue performing services for client in the event of nonpayment of services by client, and client agrees to reimburse Karpel Solutions for reasonable collection expenses on delinquent accounts, including attorney's fees and costs.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions and Client and Karpel Solutions' respective successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time
4. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
5. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delay or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
6. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without obtaining the other party's prior written approval.

7. **SOFTWARE ANOMALIES.** New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. Karpel Solutions is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' services at the rate stated in the proposal whether or not a successful solution is achieved.
8. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of PbK and licenses of PbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of PbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of PbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Karpel Solutions will not conduct an audit more than once per year.
9. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel is not responsible for the loss of data in PbK or security breaches that result in the unauthorized dissemination of data contained in PbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
10. **MATERIALS.** Client will pay Karpel Solutions for materials purchased for the client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for client. Upon mutual agreement, client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
11. **TERMINATION.** Client may terminate the Annual Support portion of this Agreement thirty (30) business days after it has provided Karpel Solutions with written notice that it believes that Karpel Solutions has failed to perform under, or materially breaches, the Annual Support portion of this Agreement and of the Client's intent to terminate the Annual Support portion of this Agreement. Such written notice is to be sent Certified US Mail to Karpel Solutions at 9717 Landmark Parkway Dr., Suite 200, St. Louis, MO 63127. Thereafter, Karpel Solutions will have thirty (30) business days from the receipt of such notice to correct the stated problem. If at the end of such thirty (30) business day period, Karpel Solutions has not corrected the stated problem, then client may terminate the Annual

Support portion of this Agreement. Karpel Solutions may terminate the Annual Support portion of this Agreement on thirty (30) days written notice.

12. COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a subsequent violation of Karpel Solutions' copyright, and Client assumes responsibility for the acts and omissions of its agents acting in the course of their duties or otherwise with respect to the protection of Karpel Solutions' copyright.

LIMITED WARRANTIES, LIMITATION OF LIABILITY, INDEMNIFICATION

1. LIMITED WARRANTY. Karpel Solutions warrants it will perform all services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations. No representations or warranties as to the use, functionality or operation of PbK are made by Karpel Solutions other than as expressly stated in this Agreement.
2. INTERNET AND NETWORK. Karpel Solutions makes PbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to PbK. Karpel Solutions is not liable for any delays, interruptions, suspensions or unavailability of PbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. PASSWORD PROTECTION. Access to PbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to PbK. KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the PbK. Only the number of users set forth above may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and authorized agents who access to PbK. Karpel Solutions is not liable for any unauthorized access to PbK and data or information contained therein, including without limitation access caused by failure to protect the login and password information of users.
4. SYSTEM REQUIREMENTS. Karpel Solutions provides PbK based upon the system requirements as specified by Karpel Solutions for Client. Karpel Solutions has no liability for any failure of PbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
5. THIRD PARTY SOFTWARE. Karpel Solutions makes no express or implied warranties as to the quality of third party software or as to Karpel Solutions' ability to support such software on an on-going basis.



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6. LIMITED ENGAGEMENT. Due to the limited nature of Karpel Solutions' engagement by client, Karpel Solutions makes no express or implied warranties as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at client's facilities or as may be added by the client.
7. DISCLAIMER. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF PBK WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF PBK WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training Karpel Solutions employees. Client further agrees that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees, and further agrees that such hiring away would substantially disrupt the essence of Karpel Solutions' business and ability to provide its services for others, and as such Karpel Solutions cannot agree to such a hiring. The Client acknowledges that Karpel Solutions employees work for Karpel Solutions under a non-competition agreement; therefore, Client agrees it shall not solicit for employment or contract as an independent contractor, or otherwise hire or engage a Karpel Solutions employee during the term of this Agreement or for a period of 2 years after the completion/termination of the project, whichever is longer.

CONFIDENTIALITY

1. CONFIDENTIALITY. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which: (i) is or becomes known publicly through no fault of the receiving party; (ii) is learned by the receiving party from a third party entitled to disclose it; or (iii) is already known to the receiving party.
2. PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the PbK may be confidential personally identifiable information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of personally identifiable information of third parties. Karpel Solutions shall have no liability for disclosure of personally identifiable information caused by Client's own negligence or misconduct.
3. DISCLOSURE REQUIRED BY LAW. In the event that any confidential or proprietary information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice



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of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the confidential information requested.

4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions does not violate the provisions of this section regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of services provided to Client.
5. **INJUNCTIVE RELIEF.** Any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. The parties agree that the non-breaching party may enforce the provisions of this Section by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions does not violate the provisions of the foregoing section regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to facsimile documents. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, then the remaining portions of the Agreement shall remain in effect. This is the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, relating to the subject matter of this Agreement.
3. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement between client and Karpel Solutions with respect to the subject matter hereof. It may not be modified or assigned except by written agreement of Client and Karpel Solutions.
4. **NOTICES.** Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized



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overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) facsimile, if confirmed by mail. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by provision of notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by facsimile will be deemed given on the next business day after successful transmission.

Karpel Solutions
9717 Landmark Parkway Dr., Suite 200
St. Louis, MO 62127
(314) 892-6300
mziemianski@karpel.com

5. **GOVERNING LAW.** The parties agree that Missouri law applies to all matters of interpretation of this agreement. The parties further agree that the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
EL DORADO COUNTY AND KARPEL SOLUTIONS
FOR PARTICIPATION IN STATEWIDE DATA SHARING

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice

Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.
3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets

Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.
2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.



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5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

El Dorado County

Karpel Solutions

Michele Weiner
Signature

[Signature]
Signature

Michele Weiner
Printed Name

Matt Ziemianski
Printed Name

Purchasing Agent
Title

CEO
Title

6/4/19
Date

6/6/2019
Date

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

Entity: Bogus, Charles Robert Jr. | Name: 09-18-1968 | DOB: 50 | Age: 50 | Place of Birth: 919-99-9999

Int: 999 Losing His Way | Address 1: White | Race: Male | Height: 6'02 | Weight: 195 | SSN: 81818

Brady List: Unavailable | Saint Louis | MO | ZIP: 63101 | State-License#: CA 19191818238 | (555)555-5555 | 53245243 | 665544333

Police: Walmart | Employer: WRD-Ward of the Court 07-15-2015

Statewide (Blue button) | CLEAR

Jurisdiction	Offense	Report #	File #	Court#	Charge	Severity	Status	Stage
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664;PC220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St	Portsmouth, NH	White ...	Male	1968
Beknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Case Information - Bogus, Charles James

File # 015 068192

Report # PD-55432 | Status: CLOSED | Stage: Disposed

L.E. Agency: I/H-Fish and Game | Jurisdiction: Rockingham

Assigned: Karpel Solutions (pk@vincascounti@rcps.net) | Defense Attorney: Lynn Aaby (lwalaw@comcast.net)

Charges | Co-Defend | Court Dates

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibd Device; Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed-Bench	
3	AFSA - Victim<13	F	A	Dismissed-Bench	
4	AFSA - Victim<13	F	A	Dismissed-Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed-Bench	



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Exhibit A

Subject: Travel	Policy Number: D - 1	Page Number: 1 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

PURPOSE

The purpose of this policy is to establish uniform travel and business expense reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance – Responsibility of Claimant



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 2 of 13
	Date Adopted: 12/22/1987	Effective Date: 12/22/1987

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility", it is the primary responsibility of department heads to maintain their departments' expenditure levels within the Board approved budget. In accordance with this responsibility, department heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, contractors, and consultants subject to the provisions of this 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. Travel shall be authorized only when the travel is in the best interest of the County.
- C. 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.
- D. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
- E. Travel arrangements should be as economical as practical considering the travel purpose, , timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- F. Forgoing one allowable expense is not an acceptable justification for exceeding the allowable reimbursement for another expense. For example, carpooling when not required to do so shall not be justification for reimbursement for a more expensive parking option.
- G. In the event there is a question regarding compliance with this Policy, the Chief Administrative Officer (CAO) shall be responsible for interpreting this Policy and shall make the final determination regarding compliance.
- H. The CAO or designee may authorize an exception to requirements set forth in this Travel policy, upon written request by the appropriate, responsible department head. Any granted exception is to be applied on a case-by-case basis and does not set a precedent for future policy unless it has been formally adopted by the Board of Supervisors.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 3 of 13
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- I. This policy does not apply to meal or travel costs related to inmates, juvenile wards, or Health and Human Services clients.. Such costs may be authorized at the department head's discretion and claimed through normal claiming procedures.
- II. Authorization to Travel
 - A. General Conditions
 1. Except as otherwise provided in this policy, advance authorization is required for travel.
 2. Where department head approval is required, that approval may not be delegated unless specifically stated.
 - (a) Annually, at the beginning of the fiscal year, each department shall provide the CAO and Auditor-Controller with a list of employees who are authorized to approve travel requests, and shall inform both offices of any changes to the list throughout the year.
 3. Travel by non-County personnel, excluding volunteers, must be approved by the department head responsible for the expense. Travel by volunteers may be authorized in the same manner as travel by County employees.
 - B. In-County Travel
 1. No specific written advance approval is required for in-County travel for activities that are considered a part of the routine, day-to-day operations of the department, as defined and authorized by the department head or designee, and in-County travel which does not require overnight lodging.
 2. In-county overnight travel requires advance written authorization by the department head or designee.
 - C. Out-of-County Travel
 1. All overnight travel outside of the County by anyone except members of the Board of Supervisors and the Board Members' immediate staff requires advance written authorization by the department head or designee. Out of County travel by immediate staff of a member of the Board of Supervisors requires the advance written authorization of the respective Board member.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 4 of 13
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2. Except as provided below, all travel outside of the states of California and Nevada by anyone except members of the Board of Supervisors and the Members' immediate staff requires advance written authorization by the department head and CAO or CAO's designee.
3. Travel outside the states of California and Nevada may be approved by the department head or designee under the following circumstances
 - (a) Travel by law enforcement personnel in the performance of law enforcement activities including but not limited to extraditions and investigations.
 - (b) Travel required to perform duties pursuant to an order of the court.

III. Transportation Expenses

A. General Conditions

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available.
3. Whenever a time frame is established as criteria for eligibility for claiming reimbursement, estimated travel time shall be based upon legal vehicle speed limits, volume of traffic, and weather conditions in effect at the time of travel.

B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during the conduct of official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the department head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 5 of 13
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considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.

- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the department head or designee; transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal, not reimbursable cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle in the following instances:
1. When the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source;
 2. When the traveler has been assigned a County Vehicle for home retention (excluding law enforcement vehicles, whether marked or unmarked), or is receiving an allowance or lump sum for mileage, unless specifically provided for in the terms of their agreement or contract with the County or by Board resolution.
- (d) County employee mileage to the regular place of work from home, and back, is considered commuting and may not be claimed.
- (e) County employee mileage to a temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
1. If the County employee is required to report to the regular place of work before reporting to the temporary work location, he or she is eligible for mileage from the regular place of work to the temporary work location; and
 2. If the County employee is required to report to the regular place of work after working at the temporary work location and before going home, he or she is eligible for mileage from the temporary work location to the regular place of work.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: Travel	Policy Number: D - 1	Page Number: 6 of 13
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- (f) Mileage in conjunction with authorized County travel to and from the authorized destination shall be based on the distance to the destination from the traveler's home or the regular place of work, whichever is shorter, except in any the following cases:
1. If the traveler is required to report to his or her regular work location before leaving, he or she is eligible for mileage to the authorized destination from the work location;
 2. If the traveler is required to report to his or her regular work location before returning home, he or she is eligible for mileage based on the distance from the authorized destination to the work location;
 3. If the traveler is in "on-call" status and is called back to work, the traveler is eligible for mileage reimbursement based on the distance from the traveler's home to the work location
2. County Vehicle Transportation
- (a) Travelers using a County vehicle for traveling shall not be eligible for reimbursement for mileage.
 - (b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the department head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
 - (c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.
3. Rental Vehicle Transportation
- (a) Vehicles may be rented for transportation at the destination point when the traveler travels to the destination via commercial common carrier and the cost of the rental will be less than the charge for shuttle or taxi service to and from the carrier termination point to the function or hotel accommodations.
 - (b) Vehicles may be rented for transportation to the destination point when the cost of the rental will be less than other reasonable and available modes of transportation.
 - (c) If more than one traveler from the same department is traveling to the same function, only as many rental vehicles as are needed to accommodate all travelers may be claimed.



COUNTY OF EL DORADO, CALIFORNIA

BOARD OF SUPERVISORS POLICY

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- (d) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the department head or designee. Rental cars shall be refueled prior to return to the rental agency to reduce cost to the County, except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency
 - (e) Rental cars shall be returned to the renting location and on time to avoid additional charges.
 - (f) The traveler shall waive additional vehicle insurance provided by the rental company.
4. Commercial Carrier Transportation
- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight arrangements that minimize County cost (for example, purchasing a round trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.
 - (b) Claims for travel via commercial carrier shall be limited to the actual cost of travel at economy rates. A traveler may upgrade a ticket; however, the difference in cost for such upgrade, including upgrades to allow early check-in, is the responsibility of the traveler. The County will not reimburse any type of travel insurance unless the department head requests the traveler to purchase cancellation coverage. Reasonable baggage charges, if imposed by the airline, on the first checked bag are reimbursable. The department head or designee may authorize additional baggage fees when employees are required to travel with equipment that is required to perform their duties, and which must be checked.
 - (c) Travelers may retain frequent flyer and hotel rewards and similar program benefits. However, participation in these programs must not influence flight or hotel selection, which would result in incremental cost to the County beyond the lowest available cost unless the difference is paid by the traveler. Free tickets or cash allowances for volunteering to be denied timely boarding may be retained by the traveler but no additional cost to the County or interruption



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of County work is allowed and any additional time required to complete the trip shall be considered personal time.

- (d) If travel plans change, requiring a ticket change that incurs a fee and/or fare increase, reimbursement for such costs will be provided only if it can be demonstrated that the change was in the best interest of the County or was necessary to avoid undue burden on the traveler. Such reimbursement shall be subject to department head approval.
- (e) If credits are issued by airlines for non-refundable tickets due to canceled travel, the department shall be responsible for tracking these credits and using them for subsequent employee travel.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
 - (i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
 - (ii) Parking fees
 - Airport long-term parking is preferred for travel exceeding 24 hours. Department head approval is required for alternate parking arrangements that are necessary due to safety concerns or to ensure the security of county vehicles and equipment. A traveler choosing alternate parking without department head approval will be reimbursed at the long-term parking rate.
 - Valet parking will only be reimbursed if it is required by the lodging venue. If a traveler chooses valet parking due to safety concerns or security of county vehicles and equipment when other, less expensive options are available, reimbursement will be subject to department head approval.
 - (iii) Bridge or road tolls (actual cost, not including penalties or fees);
 - (iv) Reasonable costs for snow chain installation and removal; and
 - (v) Other actual transportation expenses determined to be reasonable and necessary by the department head or designee.
- (b) The following transportation expenses may not be claimed:



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- (i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
- (ii) Repairs on non-County vehicles;
- (iii) Mileage for personal trips while on County business;
- (iv) Purchase cost of snow chains;
- (v) Gratuities for taxi or rideshare services and
- (vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the department head.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel.
2. Generally, meals will not be provided for in-County travel; however, a department head (required for non-county personnel) or designee (for county personnel and volunteers) may approve meals for in-County travel or other activities under special circumstances, which may include, but not be limited to, the following:
 - a. Employees and volunteers are participating in a Search and Rescue mission or training exercise;
 - b. An employee from one slope of the county is required to spend all or part of the workday on the other slope, subject to the provisions of section IV.A.5 of this policy.
 - c. Contractors, consultants, or employees from other agencies are assisting with a county recruitment by serving on an interview panel;
 - d. Employees, volunteers, and employees of other agencies are working in the Emergency Operations Center during an emergency.
3. Travelers on out-of-County business travel that requires overnight lodging are eligible to claim reimbursement for meals taken out-of-County. Reimbursement for full days (at least 12 hours) of travel shall be provided as a per diem lump sum, which covers all meals taken by the traveler for each full day. The per diem rate shall be equal to the maximum federal per diem meal and



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incidental expenses (M&IE) rate established by the General Services Administration (GSA). The per diem rate includes taxes and gratuities.

4. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), the traveler is eligible to receive the full per diem reimbursement amount for that day.
5. For partial days (less than 12 hours) spent on out-of-County travel, whether or not lodging is included, individual meals may be claimed in accordance with the following guidelines:
 - (a) Breakfast, when travel time begins two hours or more before the start time for the traveler's regular work schedule for that day;
 - (b) Lunch, when travel time:
 - (i) ends five or more hours past the start time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. returns from travel after 1:00 p.m.); or
 - (ii) begins five or more hours before the end time of the traveler's regular work schedule for that day (example: a traveler whose regular schedule is 8:00 a.m.-5:00 p.m. leaves for a trip before 12:00 p.m.).
 - (c) Dinner, when travel time extends two hours or more past the end time for the traveler's regular work schedule for that day.
6. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
7. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
8. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the department head or designee. Examples include meals provided to



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Search and Rescue volunteers working on a mission or training exercise and meals provided to emergency workers.

9. Unless specifically approved by the department head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate meals authorized by the department head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.
10. A traveler may not claim reimbursement for a meal that was paid for by someone else.
11. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

V. Lodging Expenses

A. Eligibility for Lodging

1. Travelers are not eligible to claim reimbursement for lodging for in-County travel, unless authorized by a department head or designee when assigned activities require the traveler to spend one or more nights in an area of the County that is distant from their place of residence (*e.g.*, western slope County Employee assigned to 2-day activity in South Lake Tahoe).
2. For out-of-County business that is conducted on one business day, if the traveler's actual time for the day is estimated to equal or exceed 12 hours (including work time, the lunch period and round-trip travel time), then the traveler will have the option of securing one night's lodging at either the beginning or end of the trip. Illustration: A County Employee who resides in South Lake Tahoe is required to attend a one-day business meeting in Sacramento. The County employee estimates that the total time for the day without obtaining lodging would be 14 hours (8 hours of meetings, 1 hour for lunch and 5 hours for round-trip travel). The employee will have the option



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of securing one night's lodging in Sacramento, either the night before the meeting, or after conclusion of the meeting.

3. Travelers are not eligible to claim reimbursement for lodging costs when staying overnight as a guest of friends or relatives.
4. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to the single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate.
5. Lodging costs may exceed the County's maximum lodging rate in the following situations:
 - (a) The authorized event is to be held at the particular hotel or events are scheduled for evening hours, or
 - (b) The CAO has given advance written authorization.
6. Except when registering for lodging at a pre-arranged group rate in conjunction with a conference or meeting, County Travelers shall request the government rate or lowest available eligible rate when making lodging arrangements.
7. Travelers are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Travelers will not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not canceling the room and the department head has determined that the reasons are valid.

VI. Advance Payments

After travel has been authorized, departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling; however, when this option is not available or practical, an advance may be requested.

- A. The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%) Advances will not be issued in amounts less than \$100 or more than \$1,000. The "out of pocket" expenses may include per diem allowances, individual meals, taxi and public



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transportation, lodging, parking, and registration costs, but does not include mileage reimbursement for the use of a personal vehicle.

B. A County credit card may not be used for expenses for which the traveler has received an advance.

VII. Actual Travel Costs Exceeding Estimates

When actual travel costs exceed the estimated costs by more than 2% or \$10.00, whichever is greater, the payment must be approved by the original approving authority

VIII. Compliance and Claim Processing

A. 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. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.

B. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.

C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

RESPONSIBLE DEPARTMENT

Chief Administrative Office

DATES ISSUED AND REVISED; SUNSET DATE

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