

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
05/28/2013	

To: **Board of Supervisors**

Date: 05/13/2013

Resol.

From: James Foley, Director of HHS  
(Department Head - please type)

Phone Ext. 412

Department Head Signature 

Agenda Title: Resolution and Agreement for California State Department of Health Care Services Agreement # 12-89355

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the Resolution and Agreement # 12-89355 from the State Department of Health Care Services. This Agreement is effective May 1, 2013 through June 30, 2018.

This Standard Agreement is for Amador County Behavioral Health to provide or arrange for the provision of specialty mental health services to Medi-Cal beneficiaries of Amador County within the scope of services defined in this contract.

The Resolution is required by Health Care Services as this Agreement must be approved the Board of Supervisors as well as delegating signature authority to the signor.

Recommendation/Requested Action:

**Approval of Resolution and Agreement Amendment**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts None

No federal reimbursement if not approved

Is a 4/5ths vote required? Yes  No

Contract Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>

Committee Review? N/A


Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_


Comments: \_\_\_\_\_

Request Reviewed by:

Chairman 

Counsel 

Auditor \_\_\_\_\_

GSA Director 

CAO \_\_\_\_\_

Risk Management 

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Please return two original Resolutions, Agreements & CCC-307 to Angie Grau. Will return 1 original to BOS after State signs.

*Dist - electronic; Certified Resolution to HHS*

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 3A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____
Completed by _____	Department _____
	For meeting _____
	of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING STANDARD	)	RESOLUTION NO. 13-XXX
AGREEMENT (#12-89355) WITH THE	)	
STATE OF CALIFORNIA DEPARTMENT	)	
OF HEALTH CARE SERVICES	)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the Standard Agreement by and between the County of Amador and State of California Department of Mental Health and California Department of Health Care Services on the terms and conditions contained therein as it relates to providing specialty mental health services to Medi-Cal beneficiaries of Amador County for the term of the contract (May 1, 2013 through April 30, 2018).

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28<sup>th</sup> day of May, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, John Plasse, Brian Oneto and Louis D. Boitano

NOES: None

ABSENT: None

\_\_\_\_\_  
Chairman

ATTEST:

JENNIFER BURNS Clerk of the  
Board of Supervisors, Amador County,  
California

\_\_\_\_\_  
Deputy

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213\_DHCS (Rev. 01/13)

REGISTRATION NUMBER	AGREEMENT NUMBER <b>12-89355</b>
---------------------	-------------------------------------

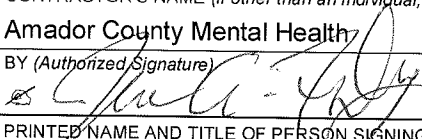

- This Agreement is entered into between the State Agency and the Contractor named below:  

STATE AGENCY'S NAME <b>Department of Health Care Services</b>	(Also known as DHCS, CDHS, DHS or the State)
CONTRACTOR'S NAME <b>Amador County Mental Health</b>	(Also referred to as Contractor)
- The term of this Agreement is: **May 1, 2013**  
 through **June 30, 2018**
- The maximum amount of this Agreement is: **\$ 8,113,337,000**  
 Eight billion, one hundred thirteen million, three hundred thirty-seven thousand dollars.
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	2 pages
Exhibit A Attachment I – Service, Administrative and Operational Requirements	56 pages
Exhibit A Attachment II – Definitions	2 pages
Exhibit B – Budget Detail and Payment Provisions	6 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement) Notwithstanding Provisions 2, 3, 4, 6 ,8, 12, 14, 22, 25, 29, and 30 which do not apply to this agreement.	26 pages
Exhibit E – Additional Provisions	11 pages
Exhibit F – Privacy and Information Security Provisions	28 pages

Items shown above with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard Language/default.htm>.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>California Department of          General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Amador County Mental Health</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>James A. Foley, MSW, LCSW, HHS Director</b>		
ADDRESS <b>10877 Conductor Blvd          Sutter Creek, CA 95685-9682</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>Department of Health Care Services</b>		<input checked="" type="checkbox"/> Exempt per: W&I Code § 14703
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Andrew Young, Chief, Contract Management Unit</b>		
ADDRESS <b>1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413,          Sacramento, CA 95899-7413</b>		

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Amador County Mental Health		<i>Federal ID Number</i> 946000505
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Richard M. Forster, Chairman, Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Amador	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: May 17, 2013

*Resol*

From: George E. Allen  
(Department Head - please type)

Phone Ext. 371

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

May 28, 2013

Department Head Signature *George E. Allen*

Agenda Title: Compliance Certificates - Fred Waters, Trustee & Susan Waters, Trustee et al

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The subject agenda item is a request for approval of two (2) compliance certificates. The property is located on both sides of State Route 16 and just westerly of the junction of Greilich Road, in the Plymouth area. APN: 08-090-014, 08-130-044 and 08-130-028

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation:

Request Reviewed by:

Chairman *RWA*

Counsel *GG*

Auditor \_\_\_\_\_

GSA Director *Hop*

CAO \_\_\_\_\_

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Transmit 2 copies of the resolution, 1 set certified & the compliance certificates (signed originals)w/descriptions to Surveying.

### FOR CLERK USE ONLY

Meeting Date May 28, 2013

Time 9 a.m.

Item # 3B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk



Requested By:  
**BOARD OF SUPERVISORS**  
When Recorded Return To:  
**SURVEYING & ENGINEERING**

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**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF

RESOLUTION ISSUING CERTIFICATES ) RESOLUTION NO. 13-XXX  
OF COMPLIANCE TO FRED E. WATERS, TRUSTEE )  
OF THE NORMAN S. WATERS REVOCABLE LIVING )  
TRUST-2007, AND SUSAN L. WATERS, AS TRUSTEE )  
FOR SIERRA WATERS, MICHAEL C. WATERS, )  
TAMARA WATERS, AMANDA WATERS, )  
THOMAS C. WATERS AND HEATHER WATERS )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, pursuant to Government Code 66499.34 and 66499.35 that said Board does hereby approve the issuance of two (2) certificates of compliance for Fred E. Waters, Trustee of the Norman S. Waters Revocable Living Trust-2007, and Susan L. Waters, as Trustee for Sierra Waters, Michael C. Waters, Tamara Waters, Amanda Waters, Thomas C. Waters and Heather Waters, for the parcel described in Exhibits "A" of the certificates of compliance, which certificates, along with said Exhibits "A", is attached thereto and incorporated therein by reference as though set forth in full; and

BE IT FURTHER RESOLVED that the Clerk of said Board be and hereby is directed to record this resolution and said certificates of compliance with Exhibits "A".

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28th day of May, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, Brian Oneto, John Plasse and  
Louis D. Boitano  
NOES: None  
ABSENT: None

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Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

---

Deputy

Recording requested by:

**BOARD OF SUPERVISORS**

When recorded send to:

**SURVEYING & ENGINEERING**

**CERTIFICATE OF COMPLIANCE**

**FOR FRED E. WATERS, TRUSTEE OF THE NORMAN S. WATERS REVOCABLE LIVING TRUST – 2007, AND SUSAN L. WATERS, AS TRUSTEE FOR SIERRA WATERS, MICHAEL C. WATERS, TAMARA WATERS, AMANDA WATERS, THOMAS C. WATERS AND HEATHER WATERS**

**APN 08-090-014, 08-130-044 and 08-130-028**

**1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

State of California            )  
  ) SS  
County of Amador            )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

---

Deputy, Board of Supervisors

**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 1**

**DESCRIPTION FOR WATERS TRUST, et al**  
**Hiighway16 Ranch**  
**Compliance Parcel 1-Patents-15**

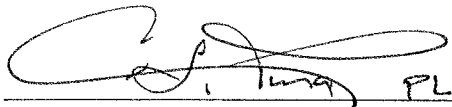
A parcel of land situated in the County of Amador, State of California, being more particularly described as the East ½ of the Southeast ¼ (E ½ of SE ¼), of Section 17, and the East ½ of the Northeast ¼ (E ½ of NE ¼) of Section 20, Township 7 North, Range 10 East, Mount Diablo Meridian, and which is within lands described in Book 1 of Patents at Page 15, Amador County Records.

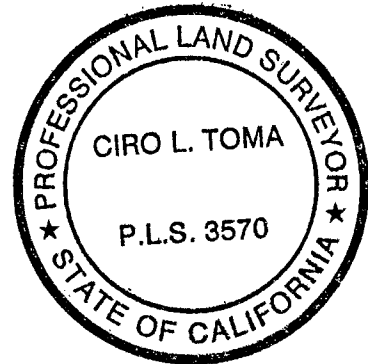
EXCEPTING THEREFROM that certain parcel of land shown and so designated as "PARCEL No. 1 42.90 ACRES" upon that certain official map entitled "PARCEL MAP No. 2041 FOR NORMAN S. WATERS – DOROTHA L. WATERS", and recorded in Book 39 of Maps and Plats at Page 26, Amador County Records.

ALSO EXCEPTING THEREFROM all that portion of that certain parcel of land conveyed to Phillip Earley, et ux, by instrument recorded as document 2012-0011028, Amador County Records, that lies within the parcel of land described above.

ALSO EXCEPTING THEREFROM that certain parcel of land designated as APN: 008-130-002 in instrument recorded as Document 2010-0005357, Amador County Records.

ALSO EXCEPTING THEREFROM that certain parcel of land conveyed to Susan L. Waters by instrument recorded as document 2005-0015032, Amador County Records.

  
Ciro L. Toma PLS 3570  
Ciro L. Toma PLS 3570 License expires 06/30/14



Recording requested by:  
**BOARD OF SUPERVISORS**  
When recorded send to:  
**SURVEYING & ENGINEERING**

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**CERTIFICATE OF COMPLIANCE**

**FOR FRED E. WATERS, TRUSTEE OF THE NORMAN S. WATERS REVOCABLE LIVING TRUST – 2007, AND SUSAN L. WATERS, AS TRUSTEE FOR SIERRA WATERS, MICHAEL C. WATERS, TAMARA WATERS, AMANDA WATERS, THOMAS C. WATERS AND HEATHER WATERS**

**APN 08-090-014, 08-130-044 and 08-130-028**  
**1 PARCEL RECOGNIZED**

Pursuant to Government Code 66499.34 and 66499.35 the County of Amador Certifies that the following described property complies with the provisions of the Subdivision Map Act and with County Ordinances enacted pursuant thereto.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or any other grant or grants of approval.

CONDITIONS OF APPROVAL FOR CERTIFICATE OF COMPLIANCE: NONE  
DESCRIPTION (SEE EXHIBIT "A")

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

State of California            )  
  ) SS  
County of Amador            )

On \_\_\_\_\_, 2013, before me, \_\_\_\_\_, a Deputy Clerk of the Board of Supervisors in and for the County of Amador, State of California, personally appeared **Richard M. Forster** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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Deputy, Board of Supervisors

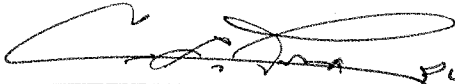
**EXHIBIT "A"**  
**COMPLIANCE PARCEL No. 2**

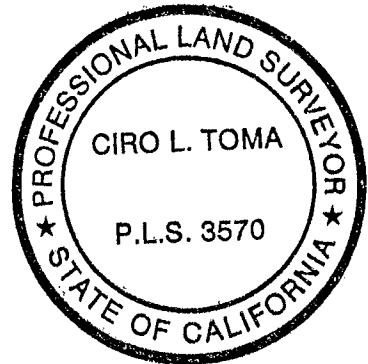
**DESCRIPTION FOR WATERS TRUST**  
**Highway 16 Ranch**  
**Compliance Parcel 1 - Patents-10**

A parcel of land situated in the County of Amador, State of California, being more particularly described as the West ½ of the Northwest ¼ (W ½ of Nw ¼), of Section 21, Township 7 North, Range 10 East, Mount Diablo Meridian, and which is within lands described in Book 1 of Patents at Page 10, Amador County Records.

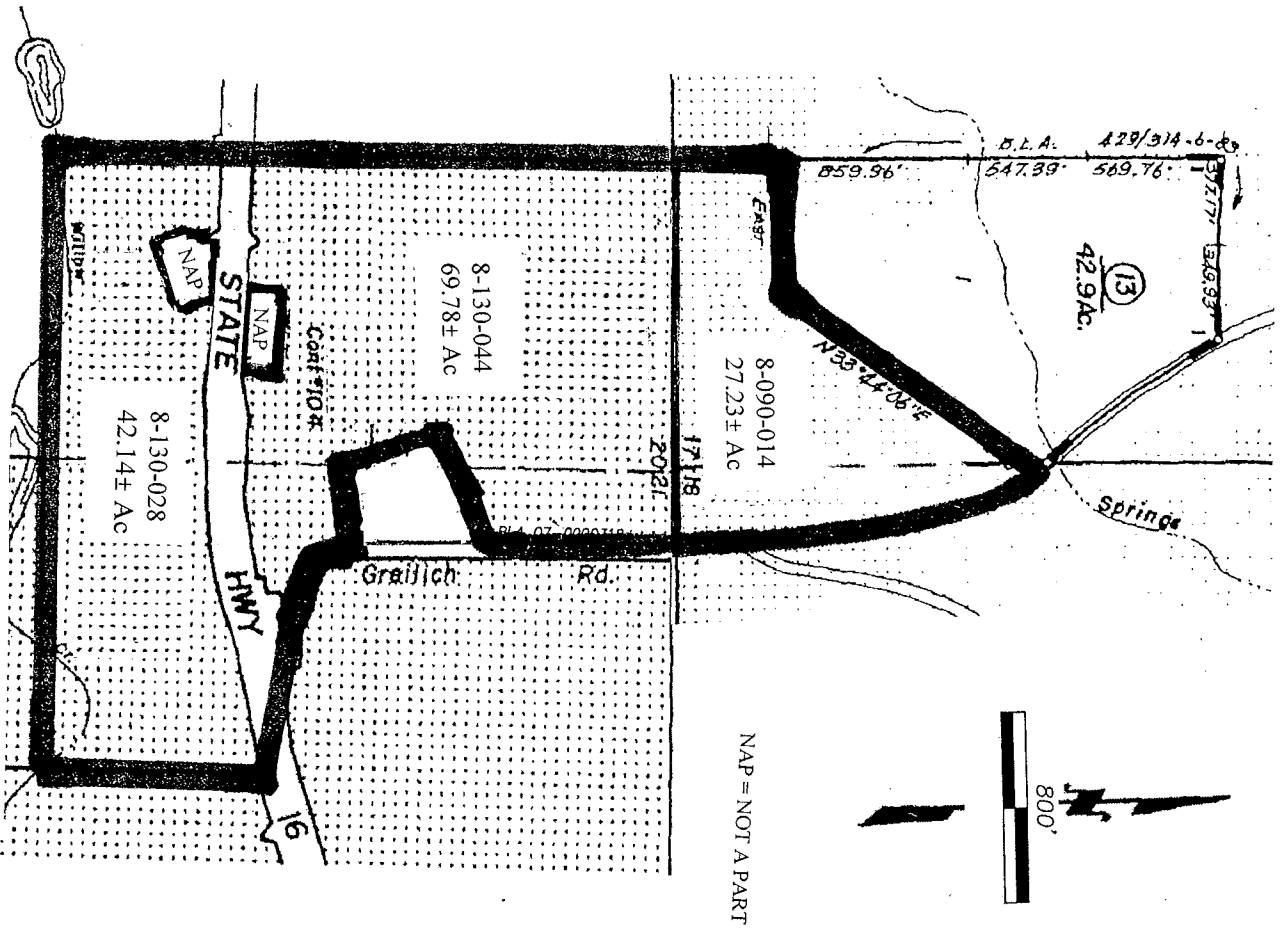
EXCEPTING THEREFROM all that portion of the parcel of land described above lying Northerly of California State Highway 16 and Easterly of Greilich Road.

ALSO EXCEPTING THEREFROM all that portion of that certain parcel of land conveyed to Phillip Earley, et ux, by instrument recorded as document 2012-0011028, Amador County Records, that lies within the parcel of land described above.

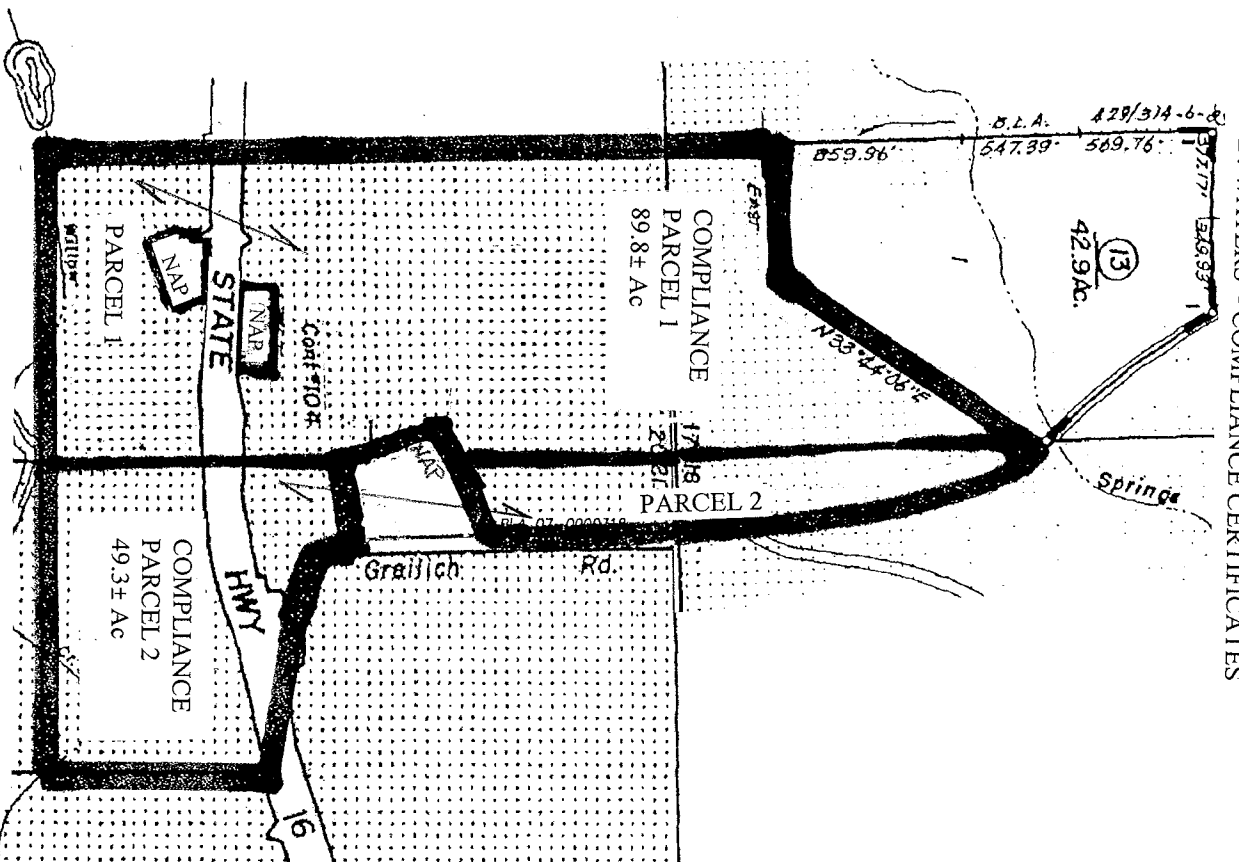
  
PLS 3570  
Ciro L. Toma PLS 3570 License expires 06/30/14



# BEFORE



# AFTER



D. WATERS - COMPLIANCE CERTIFICATES



# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
May 28, 2013	

To: Board of Supervisors

Date: May 9, 2013

Resol.

From: George E. Allen  
(Department Head - please type)

Phone Ext. 371

Department Head Signature *George E. Allen*

Agenda Title: Parcel Map No. 2688 for Christopher G. Fusano, Trustee of the Fusano Family Trust

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 The subject agenda item is a request for approval of Parcel Map No. 2688 for Christopher G. Fusano, Trustee of the Fusano Family Revocable Trust and accepting and rejecting offers of dedication. The property is located on the westerly side of Elliott Way, approximately 1,000 feet northerly of the junction with Tonzi Road, in the lone area. APN: 11-020-046

Recommendation/Requested Action:

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_ Staffing Impacts \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Committee Review? Name \_\_\_\_\_ N/A

Committee Recommendation: \_\_\_\_\_

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A   
 Comments: \_\_\_\_\_

Request Reviewed by:

Chairman <u><i>[Signature]</i></u>	Counsel <u><i>GG</i></u>
Auditor _____	GSA Director <u><i>Hof</i></u>
CAO _____	Risk Management <u><i>[Signature]</i></u>

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
 Please transmit two copies of the resolution to Surveying; one set certified.

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 3C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____
Completed by _____	Department _____
_____	For meeting _____
_____	of _____

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk

Requested By:  
**BOARD OF SUPERVISORS**  
When Recorded Return To:  
**SURVEYING & ENGINEERING**

---

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF

RESOLUTION APPROVING PARCEL MAP NO. 2688 ) RESOLUTION NO. 13-XXX  
FOR CHRISTOPHER G. FUSANO, TRUSTEE OF THE )  
FUSANO FAMILY REVOCABLE TRUST DATED )  
FEBRUARY 12, 1980 )  
  
AND ACCEPTING AND REJECTING )  
OFFERS OF DEDICATION )

WHEREAS, the Board of Supervisors of the County of Amador, State of California has determined that said map is in conformity with the requirements of the County of Amador.

THEREFORE, BE IT RESOLVED by the Amador County Board of Supervisors that said Board hereby approves Parcel Map No. 2688 for Christopher G. Fusano, Trustee of the Fusano Family Revocable Trust dated February 12, 1980; and

BE IT RESOLVED by the Board of Supervisors of the County of Amador that all offers of dedication for public utility easements appearing on Parcel Map No. 2688, by Ciro L. Toma, Land Surveyor, dated February, 2012, be and hereby are accepted; and

BE IT FURTHER RESOLVED that all other offers of dedication appearing on said map be and hereby are rejected at this time, subject to subsequent acceptance by future resolution of this Board.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof held on the 28<sup>th</sup> day of May, 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, John Plasse, Brian Oneto and  
Louis D. Boitano  
NOES: None  
ABSENT: None

---

Chairman, Board of Supervisors

ATTEST  
JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

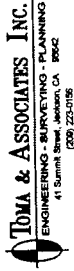
---

Deputy

# PARCEL MAP No. 2688

for  
**CHRISTOPHER G. FUSANO**  
 Trustee of the Fusano Family Revocable Trust  
 dated February 12, 1980  
 2000000540

BEING A PORTION OF THE NE 1/4 SECTION 5, T. 8 N., R. 10 E., M. D. M.  
 COUNTY OF AMADOR, STATE OF CALIFORNIA



February, 2012

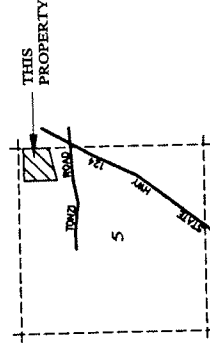
Scale: 1" = 100'



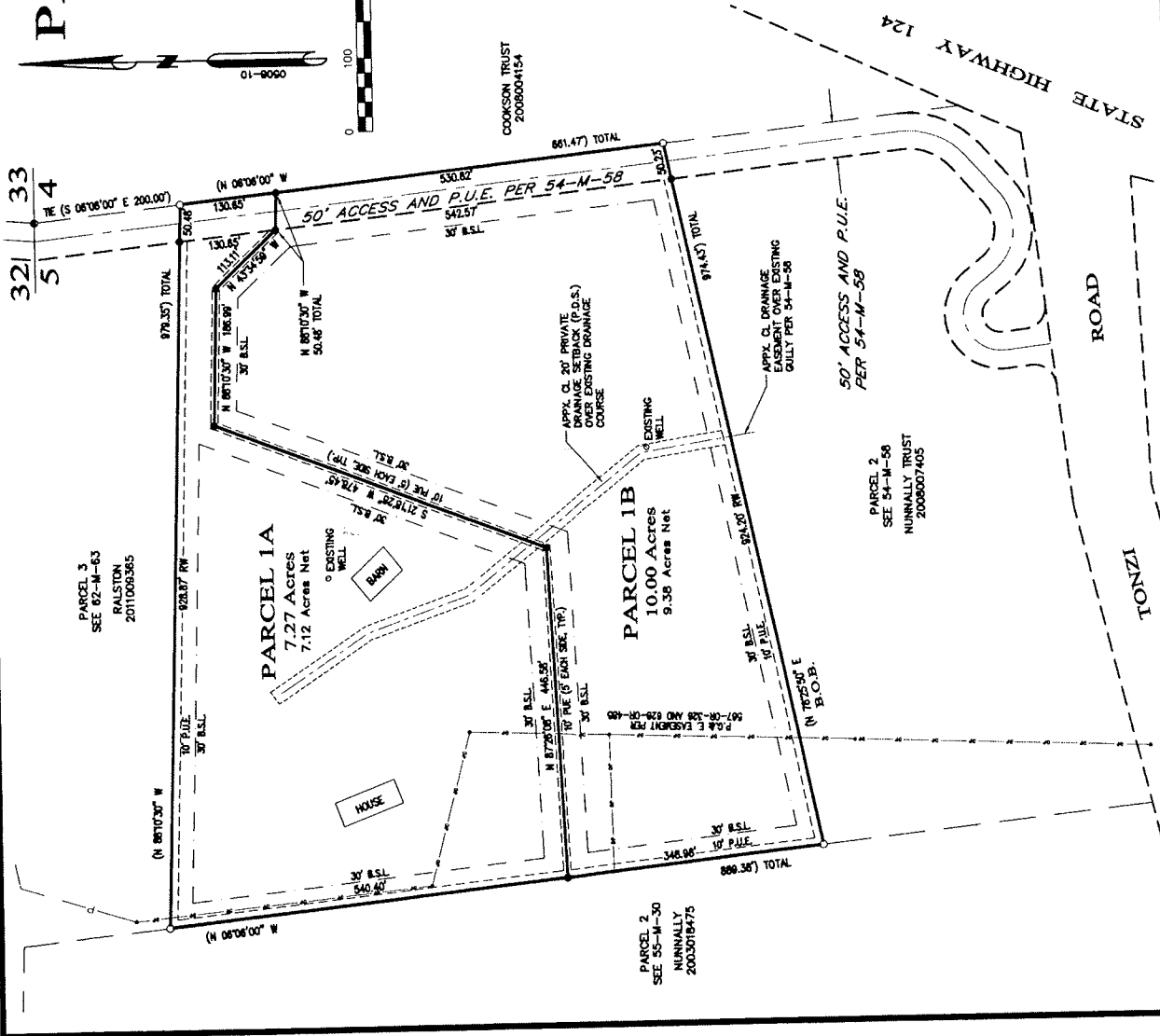
### NOTES and LEGEND

- DENOTES 3/4" REBAR WITH PLASTIC CAP STAMPED P.L.S. 3570 SET ON THIS SURVEY
- DENOTES FOUND 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED LS 4951 AT SECTION CORNER PER 62-M-63, 54-M-56 AND 53-M-22
- DENOTES FOUND 3/4" REBAR WITH PLASTIC CAP STAMPED P.L.S. 3570 PER 54-M-58
- ( ) DENOTES RECORD DATA PER 54-M-58
- PUE DENOTES PUBLIC UTILITY EASEMENT
- BSL DENOTES BUILDING SETBACK LINE
- CL DENOTES CENTERLINE OR DISTANCE TO CENTERLINE
- RW DENOTES RIGHT-OF-WAY OR DISTANCE TO RIGHT-OF-WAY
- DENOTES EXISTING OVERHEAD POWER LINES

BASIS OF BEARINGS IS REFERRED TO THE SOUTH LINE OF PARCEL 1 AS SHOWN ON 54-M-58. THE BEARING OF WHICH IS N 78°23'50" E.



VICINITY MAP  
 NOT TO SCALE



# AGENDA TRANSMITTAL FORM

To: Board of Supervisors  
 Date: May 8, 2013  
 From: Michael W. Israel  
 (Department Head - please type)

Recal & Amend

Phone Ext. 538

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>May 28, 2013</u>	

Department Head Signature \_\_\_\_\_

Agenda Title: RENEWAL OF LICENSE AND SUPPORT AGREEMENT WITH DECADE SOFTWARE

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Resolution authorizing the Board Chairman to sign a License and Support Agreement with Decade Software renewing Environmental Health's license to use EnvisionConnect software for another three years.

Recommendation/Requested Action:  
Adoption of resolution

Fiscal Impacts (attach budget transfer form if appropriate) \_\_\_\_\_

Staffing Impacts \_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Committee Review? \_\_\_\_\_ N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Comments:	_____		

Request Reviewed by:

Chairman RWA Counsel GC

Auditor \_\_\_\_\_ GSA Director HCP

CAO \_\_\_\_\_ Risk Management YTS

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
Environmental Health : Risk-electronic ; Auditor

**FOR CLERK USE ONLY**

Meeting Date May 28, 2013 Time 9 a.m. Item # 3D

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____ Department _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.
Completed by _____	For meeting of _____	ATTEST: _____ Clerk or Deputy Board Clerk

Save ....

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING LICENSE     )  
AND SUPPORT AGREEMENT WITH     )  
DECADE SOFTWARE                    )

RESOLUTION NO. 13-XXX

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby approve the license and support agreement by and between Decade Software and the County of Amador, on the terms and conditions contained therein as it relates to the use of software and support services; and

BE IT FURTHER RESOLVED that the Chairman of said Board is hereby authorized to sign and execute said agreement on behalf of the County of Amador.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 28<sup>th</sup> day of May, 2013, by the following vote:

AYES:           Richard M. Forster, Theodore F. Novelli, Brian Oneto, John Plasse and  
                  Louis D. Boitano

NOES:           None

ABSENT:        None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of supervisors, Amador County,  
California

\_\_\_\_\_  
Deputy



# ENVIRONMENTAL HEALTH

## AMADOR COUNTY LAND USE AGENCY

Telephone: (209) 223-6439  
Fax: (209) 223-6228  
Website: [www.co.amador.ca.us](http://www.co.amador.ca.us)  
E-mail: [ACEH@amadorgov.org](mailto:ACEH@amadorgov.org)

County Administration Center • 810 Court Street • Jackson, CA 95642-2132

---

### MEMORANDUM

TO: Board of Supervisors

FROM: Michael W. Israel, Environmental Health *MWI*

DATE: May 8, 2013

RE: Renewal of License and Support Agreement with Decade Software

Attached is a License and Support Agreement between Amador County Environmental Health and Decade Software. The previous agreement is up for renewal and entering into the new agreement would be for a period of 3 years. The Environmental Health Department has been using a version Decade Software's product since approximately 1988. EnvisionConnect is used for managing the Department's programs and financial activities such as generating annual billings, receipts, and deposit reports, performing facility inspections, processing complaints, performing and maintaining daily time and activity, and electronically transferring mandatory data to State Agencies.



# **Decade Software Company, LLC**

**Amador County Environmental Health  
License and Support Agreement  
Agreement Number 2013-DOR  
Revision 1.1  
03/19/2013**

Signed contract must be returned, to Decade by Client, within 30 days of receipt. In the event signed contract is not received by Decade within 30 days of Client receipt, prices and terms contained herein are subject to increase.

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# LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT made this July 1, 2013

BETWEEN:

DECADE SOFTWARE COMPANY, LLC. (“Decade”) with principal place of business at 1195 West Shaw Avenue, Fresno, California 93711, and the Amador County Environmental Health Department (hereinafter “Client”) with principal place of business at 810 Court Street, Jackson California 95642.

WHEREAS Decade is the developer and owner of a certain set of software products marketed using the trade name EnvisionConnect;

AND WHEREAS Client desires to obtain from Decade a revocable, non-exclusive, non-sub licensable and non-transferable license for the Environmental Health Department to use Decade’s Licensed Programs and services;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises herein, the parties agree as follows:

## Appendices

The following appendices are attached to form part of this Agreement:

<b>Appendix</b>	<b>Description</b>
Appendix A	Volumes, Prices, and Payment Schedule for License Fees
Appendix B	Dates and Term
Appendix C	Professional Services Rates
Appendix D	Third Party Software
Appendix E	Microsoft SQL Server

In the event of a conflict between the main body of the Agreement and an Appendix to the Agreement, the terms of the Appendix shall prevail.

## 1. Definitions

1.1. Agreement. The agreement set forth in this document

1.2. Licensed Materials. The term "Licensed Materials" shall mean computer programs, in object form, and all related documentation and materials provided to Client under the terms of this Agreement. Licensed Materials shall not include Source Code.

1.3. Licensed Programs. The term "Licensed Programs" shall mean the object code version of the software, as well as all updates, enhancements and releases. Licensed Programs are a sub-set of the Licensed Materials.

1.4. Source Code. The term "Source Code" shall mean a full source language statement of the programs owned by Decade used to prepare the Licensed Programs, including any updates, enhancements, revisions and modifications thereto that are provided to Client under this Agreement. Source Code shall not include any source language statements for any portion of the Licensed Programs owned by or sublicensed from third parties.

1.5. Effective Date. The term "Effective Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.

1.6. Anniversary Date. The term "Anniversary Date" shall mean a specific mutually agreed upon date as defined in Appendix B, Dates and Term.

1.7. Version. The term "Version" shall mean an issue of Licensed Programs, which has been made available to the Client.

1.8. Professional Service Request (PSR). The term "PSR" shall mean the document and process required to authorize professional services which are outside of those agreed to.

1.9. EnvisionConnect. The term EnvisionConnect shall mean the trade name for the Licensed Programs provided under this Agreement as described in Appendix A.

1.10. Inspector. The term "Inspector" shall mean a Client staff member whose job function requires fifty percent (50%) or more time is spent conducting field activities such as inspections or investigations.

1.11. Application Service Provider. The term "Application Service Provider" shall mean Decade's infrastructure and services to provide access to Licensed Programs and Client's database over the Internet, which would otherwise have to be located at the Client's site on Client's infrastructure.

1.12. Data Center. Decade contracts with Rackspace, Inc. to host client data and software.

## 2. License

2.1. Decade hereby grants to Client, and Client hereby accepts from Decade, subject to the terms and conditions of this Agreement, a revocable, non-exclusive, non-sub licensable and non-transferable license

("License") to use the Licensed Materials solely for its own use. The License shall be restricted for use with one (1) production server database with a single set of master code tables.

2.2. The License also authorizes Client to maintain a back up copy of the Licensed Programs for use with databases for back up and testing purposes only. Client agrees to maintain appropriate records on the quantity and location of all such copies, and produce same on demand by Decade. Client agrees to include the Decade copyright notice on all copies, in whole or in part, in any form. Client agrees to receive prior written approval from Decade before copying any portion of the Licensed Programs for any other purpose, which Decade may, at its sole and unfettered discretion, grant or not grant.

2.3. Client may not assign, sublicense or otherwise transfer, in whole or in part, the License, this Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of Decade.

2.4. Client agrees to not allow access to the Licensed Programs to any third party without written permission from Decade.

### **3. Ownership**

3.1. Decade is the lawful owner or licensee of all proprietary rights whatsoever in the Licensed Materials including any changes, additions, and enhancements in the form of new or partial programs or documentation, but not as to limit the generality thereof, all copyright interests in the Licensed Materials. All copies of the Licensed Materials provided to, or reproduced by, the Client pursuant to this Agreement are, and remain the property of Decade. No rights in the Licensed Materials are granted to anyone other than those set forth in this Agreement. The Client shall use its commercially reasonable best efforts to prevent any violations of the Decade's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, encumber, or otherwise transfer the Licensed Materials or use the Licensed Materials for the processing of data for others, except as provided herein.

3.2. The Client shall have no right to modify, enhance or otherwise change the Licensed Materials in any way without the prior written consent of the Decade, however the Client shall be entitled to merge the Licensed Materials into other materials to form a system, provided that upon termination of the License granted by this Agreement, the Licensed Materials will be completely removed from the system and treated as though permission to merge had never been granted. Use of the Licensed Materials in a system shall remain subject to all other terms of this Agreement.

3.3. The Licensed Materials and all other data or materials supplied by Decade to Client are confidential and proprietary to Decade, protected by law and of substantial value to Decade, and their use and disclosure must be carefully and continuously controlled;

3.4. The Licensed Materials and the Source Code are protected by the Copyright Laws of the United States.

3.5. All logos, trademarks and trade names of Decade are proprietary to Decade and may only be used as authorized in writing by Decade.

3.6. Client shall keep all property of Decade free and clear of all claims, liens and encumbrances.

3.7. Client shall notify Decade immediately of the unauthorized possession, use or knowledge of any item supplied to Client pursuant of this Agreement.

3.8. In the event Client breaches or attempts to breach any of the provisions of this Section 3, Decade shall have the right, in addition to such other remedies which may be available to it, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this Section 3 shall survive termination of this Agreement.

## 4. Prices, Adjustments, and Taxes

4.1. Prices for license fees and professional services are contained in Appendices A and C. The original license and annual fees are based on the number of Inspectors specified in Appendix A.

4.2. Client agrees to pay for additional Inspectors as they are added at Decade's then prevailing license and maintenance fees.

4.3. After the initial term and for successive terms thereafter, Decade will notify Client at least sixty (60) days prior to the end of the then current term of Decade's intent to increase prices for the successive term.

4.4. Any tax, such as sales and use taxes, exclusive of property and income taxes, that Decade is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by Client to Decade, or Client shall pay directly to the taxing agency with proof of payment provided to Decade. This obligation extends retroactively if so assessed by a taxing agency.

4.5. If Client is using the Licensed Programs in California, and receives the Licensed Programs on tangible personal property (for example floppy disks, magnetic tape, Zip disk, CD-ROM, or any other medium by which the Licensed Programs are temporarily stored to effect transfer to Client's computer) then the full license and support fee, as well as training and conversion fees, are subject to California sales and use tax. The definition of transfer is the leaving behind of such tangible personal property. However, if the Licensed Programs are received by Client over communication lines, via the Internet, a bulletin board service or through a direct connection between Client and Decade computers, the license and support, training, and conversion fees are not subject to sales and use tax. In California, all parts and supplies are subject to sales and use tax, and hourly-based professional services, other than training and file conversion for the Licensed Programs, are not.

4.6. If Client is using the Licensed Programs in a state other than California then Client is responsible for knowing the sales and use tax rules of that state.

4.7. Decade will assess and Client agrees to pay a late charge of 1 ½ % per month, or the highest amount allowed by law, for each month a payment is 30 days past due.

4.8. Decade reserves the right to withhold services for non-payment of fees.

4.9. Section 6 lists products and services that are not included in the license and support fee. Fees for Client's use of these items are due and payable when invoiced.

## 5. Application Service Provider Support

The following services are included in the license, support and Application Service Provider hosting fees:

- 5.1. Telephone Support      Decade provides toll free phone support during Decade's regular business hours (6:00 A.M. to 6:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded.) Authorized callers will be limited to the Client's Primary IT and Primary CS Contacts.

### Incident Response Time

- E-mail, Phone, or Fax Submissions: One (1) hour M-F, 6am to 6pm with Federal and State holidays excluded
- Internet Submission: instantaneous Web response with incident tracking number

Issues can be reported 24-hours a day via Decade's web-based incident reporting system, e-mail, fax or telephone. Decade supports both the applications it develops and provides first-tier support the database backend on which these applications run.

### Holiday's Include:

- New Year's Day
- Martin Luther King Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day

- 5.2. Web-based Support      All clients have 24-hour access to Decade's web resources.

- Incident Reporting
- Resolution Reporting
- System Documentation
- "Did You Know" Articles
- Online Support Forms

- 5.3. Licensed Programs Maintenance  
Decade will provide Licensed Programs maintenance, which includes defect fixes, and any other required modifications to keep the Licensed Programs in conformance with the specifications contained in the then current Decade Licensed Materials. Decade will amend the specifications only to remove documentation errors, provide consistency of interpretation or describe improvements to the Licensed Programs. Decade will correct any error or malfunction in the Licensed Programs that prevents them from operating in conformance with the then current Licensed Materials, or Decade will provide a commercially reasonable alternative that will conform to the then current Licensed Materials.
- If Client's system is inoperable due to a reproducible error or malfunction, and Client is using the current release of the Licensed Programs, Decade will provide continuous effort to correct the error or malfunction.
- 5.4. Emergency Center Data Coordinator  
One (1) authorized caller, will be given this Data Center Coordinator's 24/7 Emergency Contact telephone number. This authorized caller will be the Agency's Primary IT Contact and will only resort to utilizing the emergency number in an emergency situation as defined in the terms of use. This Primary IT Contact agrees to the terms of use of the Data Center Coordinator Emergency Telephone Number: 1) Internet connectivity has been verified for the agency 2) Issue has been reproduced with a multiple users 3) There is NO connection to the database server. 4) All attempts to resolve this at the client side has failed. If any of these criteria are not met, the issue must be escalated through the toll free Technical Support incident reporting channels; not the Emergency Data Center contact.
- 5.5. Applying Patches and Upgrades  
Decade staff transfers installation files to remote server and performs installation.
- 5.6. Database Backup  
Decade will backup Client database daily during the scheduled maintenance window defined below.
- Backup files are stored on tape in the Data Center.
  - Backup files are retained for four (4) weeks.
  - Backup distribution will occur by request via an FTP site. Client need only contact Decade via e-mail, phone or fax, and Decade will provide the requested data with instructions to obtain it from an FTP site.
- 5.7. Access Control  
Dedicated Firewall - Cisco Pix 501 and Windows Authentication

5.8. Hardware Replacement

Hardware Replacement within one-hour of problem identification.  
Hardware is defined as:

- Hard Disk
- Processor(s)
- RAM
- Motherboard
- NIC Card
- Routers
- Switches
- Cabling

System diagnostics will continue after hardware replacement.

5.9. Performance

The following are average performance statistics

- 99.5% Network Uptime
- 99.5% Server Uptime
- 99.5% Application Availability

The above statistics do not include the following exceptions:

- Scheduled maintenance window (5pm-5am Mon-Fri, and 8am-5pm Sat-Sun).
- Forces majeure: Circumstances beyond Decade's reasonable control including, war, armed conflict, sabotage, embargo, fire, flood, earthquakes, tornados, labor strikes, insurrection, virus attacks or hackers, Client network and Internet issues, and DNS issues outside the direct control of Decade.

5.10. System Monitoring

Decade's monitoring service will ping the server and perform multiple port checks at 5-minute intervals. If the ping fails, the system will be rebooted.

5.11. User Community Tools

User Groups: User group meetings occur on a frequency determined by the user community. These meetings allow users to share ideas, workflows, etc. Client may send representatives to any user group meeting conducted by Decade clients.

Decade's clients use a Community Web Site to share information such as workflows for the Licensed Programs, environmental regulation workflows, user-customized reports, and general questions and answers.

Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them. In addition, they can join groups, be automatically notified when updates are made to their group, when questions are posed by others, when responses are provided to questions, etc.

- 5.12. Refresher Training There will be no charge for refresher training conducted at Decade's office on mutually agreeable dates, if the material was covered and the attendee(s) Attended Client's initial training. Refresher training does not include training for new Licensed Programs or Client staff that have not been trained before, which are billable services.
- 5.13. Client Relationship Management Decade utilizes a Client Relationship Management (CRM) software application that enables Decade to manage every aspect of our relationship with the client. Client information acquired from sales, marketing, client service, and support is captured and stored in a centralized database to improve client satisfaction. Decade will not release any Client information without prior authorization from the Client.
- 5.14. Service Modification Decade has the right to eliminate, add to, or modify these services.

## 6. Items Not Covered by this License and Support Fee

6.1. The following services will be provided on a fee basis. Appendix A contains prices for license fees and all services agreed upon as a condition of this Agreement. Services not specifically included can be obtained from Decade after completion and approval of a Professional Service Request (PSR) at the rates identified in Appendix C.

- 6.2. Support Initiated Outside Normal Working Hours Decade's normal working hours are 6:00 A.M. to 6:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded. If Client requires or initiates service outside these hours, Client will pay for such support at Decade's prevailing rates.

Holiday's Include:

- New Year's Day
- Martin Luther King Jr. Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day

6.3. Data Conversion

- 6.4. Data Correction or Restoration Unless caused by Decade's negligence while working on Client's system.



6.5. Custom Programming

6.6. Software  
Implementation

6.7. Initial and New Staff  
Training

6.8. Client will reimburse Decade for out-of-pocket costs expended on Client's behalf, unless such costs are caused by Decade's negligence. These can include travel and per diem, parts and supplies, media and reproduction, and long distance calls initiated from Decade to Client's system. Decade will obtain Client's prior approval before expending more than \$100.00 per incident.

## 7. Warranty and Limitation of Decade's Liability

7.1. Decade warrants that the media used to deliver the Licensed Materials to Client is free from mechanical or recording defects, and if such defects are found, Decade will immediately replace the defective media.

7.2. Decade warrants that it is the owner or licensee of the Licensed Materials and that it has the right to grant the License granted hereunder. Decade agrees to defend Client against, and pay the amount of any adverse final judgment (or settlement to which Decade consents) resulting from third party claim(s) (hereinafter "Indemnified Claims") that the Licensed Materials infringe any copyright or patent; provided Decade is notified promptly in writing of the Indemnified Claims and has sole control over its defense or settlement, and Client provides reasonable assistance in defense of same.

7.3. Decade warrants that the Licensed Programs will perform substantially in accordance with its then-current Licensed Materials, at no additional cost to Client, provided that: (a) the Licensed Programs have not been modified, changed or altered by anyone other than Decade or as authorized by Decade in writing; (b) Client is operating the then-current version of the Licensed Programs; (c) Client's computer system is in good operating order and is installed in a suitable operating environment; (d) Client's computer system configuration used in the operation of the Licensed Programs meets Decade's approved specifications; (e) the error or defect is not caused by Client or its agents, employees or contractors; (f) Client promptly notifies Decade of the error or defect when it is discovered; (g) all fees then due to Decade have been paid; and (h) Client is not otherwise in breach of its obligations under this Agreement. In such event, Decade shall use its commercially reasonable efforts to cause the Licensed Programs to perform substantially in accordance with its then-current Licensed Materials as soon as reasonably practicable under the circumstances.

7.4. If Client notifies Decade of such error or defect and, after investigation by Decade, Decade determines that such error or defect occurred as a result of Client not being in compliance with one or more of the reasons listed in Section 7.3 above, then Client shall reimburse Decade at Decade's then prevailing rates for all costs incurred in investigating such error or defect.

7.5. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED

PROGRAMS, THE LICENSED MATERIALS OR ANY UPDATES, ENHANCEMENTS OR RELEASES THERETO, OR ANY OTHER SERVICES OR GOODS PROVIDED BY DECADE TO CLIENT IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS AN EXPRESS LIMITATION OF LIABILITY, CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND DECADE'S ONLY OBLIGATIONS UNDER THE WARRANTIES SET FORTH ABOVE AND THIS AGREEMENT IS TO CAUSE THE LICENSED PROGRAMS TO OPERATE SUBSTANTIALLY IN ACCORDANCE WITH DECADE'S THEN-CURRENT LICENSED MATERIALS OR TO CORRECT THE THEN-CURRENT LICENSED MATERIALS AT DECADE'S SOLE AND UNFETTERED DISCRETION.

7.6. DECADE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS SHALL MEET CLIENT'S REQUIREMENTS OR SHALL OPERATE IN COMBINATION WITH OTHER SOFTWARE OR SYSTEMS WHICH CLIENT SELECTS FOR USE, OR THAT THE OPERATION OF THE LICENSED PROGRAMS SHALL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS AND DEFECTS HAVE BEEN IDENTIFIED AND CORRECTED BY DECADE.

7.7. DECADE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY CLIENT AS A CONSEQUENCE OF THE USE OR PERFORMANCE OF THE LICENSED PROGRAMS OR OTHERWISE, EVEN IF DECADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, UNDER NO CIRCUMSTANCES SHALL DECADE BE LIABLE FOR ANY LOSS, COST, EXPENSE OR DAMAGE TO CLIENT IN AN AMOUNT EXCEEDING THE SUM OF THE INITIAL LICENSE FEE ACTUALLY PAID BY CLIENT TO DECADE UNDER THIS AGREEMENT, WHETHER ARISING AS A RESULT OF: (A) ANY BREACH OF THIS AGREEMENT BY DECADE; (B) ANY ACT OR FAILURE TO ACT OF DECADE; OR (C) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY, EVEN IF DECADE HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM. CLIENT AGREES THAT IT SHALL NOT ASSERT ANY CLAIMS AGAINST DECADE BASED ON ANY THEORY OF STRICT LIABILITY.

#### 7.8. General Indemnification

7.8.1. Any obligation by Decade to defend or indemnify Client shall be conditioned per Client doing all of the following:

- 7.8.1.1. Notifying Decade of the claims, damages, losses and/or expenses in writing within a reasonable period of time, such that Decade suffers no prejudice to its rights;
- 7.8.1.2. Giving Decade the right to control and direct the defense and settlement of that action;
- 7.8.1.3. Making no compromise, settlement or admission of liability; and
- 7.8.1.4. Providing reasonable assistance and cooperates in the defense of that action.

7.8.2. Decade's obligations as stated in this section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:

- 7.8.2.1. Any modification of the EnvisionConnect software other than by Decade, or the combination of the software with non-Decade software or any hardware that fails to comply with the EnvisionConnect hardware and software requirements;
- 7.8.2.2. Client's use of other than the latest release of the EnvisionConnect software if Client is informed that a claim, suit or proceeding can be avoided by use of the latest release;
- 7.8.2.3. Any use of the EnvisionConnect software not authorized by this Agreement; or
- 7.8.2.4. Any modification or derivative work made by Decade based on Client's instructions, designs or specifications.

## 8. Binding Dispute Resolution

The parties shall use reasonable efforts to amicably settle all disputes, controversies, or differences, which may arise between them ("Dispute"). If no resolution is reached, the parties shall submit the Dispute to a mutually acceptable mediator, initiated by written demand of one party served on the other, and if the mediator determines that the Dispute cannot be resolved by mediation, then the Dispute shall be submitted to binding arbitration in accordance with the rules and regulations of the American Arbitration Association. Arbitration shall take place in Fresno, California. The arbitration award shall be supported by written conclusions of law and fact. Punitive damages shall not be permitted under any circumstances. The existence of the dispute, the dispute resolution process and the arbitrators' award shall be maintained confidential, provided that the arbitrators' award may be entered as a final judgment in any court in Fresno County, California having jurisdiction. The provisions of this Section 8 shall not apply to those instances in which either party is entitled to seek injunctive relief pursuant to the terms of this Agreement and desires to do so.

## 9. Client Responsibilities

Client is responsible for the following:

- 9.1. Timely payment of Decade invoices.
- 9.2. Use of Decade-hosted test database, prior to installing any enhancements, Versions, or Licensed Programs. This shall include testing of any changes made by the Client, including but not limited to:
  - Reports
  - Page Layouts
  - Support Codes
  - Configurations
- 9.3. Provision of appropriate operating environment for Client's computer system, Client employees, and Decade staff when at Client location.

- 9.4. Provision of knowledgeable, competent operators with an understanding of Client's operations.
- 9.5. Scheduled training to properly prepare Client's staff to use Licensed Programs.
- 9.6. Notifying Decade of a problem as soon it appears.

## 10. Version and Module Upgrades

10.1. Decade will periodically make Licensed Programs upgrades and enhancements available to Client. Decade will provide the necessary instructions and software tools so Client can install the upgrades and modifications.

10.2. Decade will test each new Version in beta prior to releasing the software to Client. Client will be provided a test environment in which new Versions will be installed prior to the release of a production Version.

10.3. Client will maintain its system at the current release level of the Licensed Programs. Ninety (90) days after the release of a new Licensed Programs Version, Decade will not be obligated to maintain prior Versions. Decade will have the sole discretion to decide if new Licensed Programs are a no charge upgrade, a no charge enhancement, or a billable offering. Billable offerings are optional, and Client will not be required to purchase them to maintain the current release level.

## 11. Early Termination

11.1. Either party may terminate this Agreement for a material breach of this Agreement, provided that the party in default has not cured or corrected such breach within thirty (30) days of receiving notice of such breach from the non-breaching party. Such termination may be in addition to any other rights and remedies the terminating party may have at law or in equity.

## 12. Actions Upon Termination

12.1. Client will cease using Licensed Materials immediately upon termination.

12.2. Within thirty (30) days after termination for any reason, Client will furnish Decade an affidavit certifying that the original and all copies, in whole or in part, of the Licensed Materials have been removed from Client's hardware and either returned to Decade or destroyed by Client.

12.3. Client will pay all amounts due Decade.

12.4. Decade will return to Client, all Client data in a usable electronic format.

## 13. Decade Staff

13.1. Client shall not attempt to hire any current or former Decade staff member without prior written consent from Decade.

## 14. Access to Client Systems

14.1. Client agrees to install such telephone lines, communications software, and communications equipment necessary to allow remote access to Client's computer system. This access will be used to provide technical support and problem resolution. Client shall install its own security measures to prevent unauthorized access. Client shall be responsible for all expenses associated with obtaining and installing such telephone lines and communication equipment. Decade shall provide Client with the appropriate communication software at no additional cost. In the event Decade has to access Client's system remotely, Client shall reimburse Decade for the cost of the telephone call.

## 15. Notice

15.1. Any notice, request, demand, consent, or other communications provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by facsimile, or sent by ordinary mail, postage paid, addressed to the party for which it is intended at its address as follows:

For Decade:

Attention: Kevin Delaney  
1195 West Shaw Avenue  
Fresno, CA 93711

Phone: 800-233-9847 ext 703  
Fax: 559-222-1365  
E-mail: [kevindelaney@decadesoftware.com](mailto:kevindelaney@decadesoftware.com)

For Client:

Attention Michael Israel  
Director of Environmental Health  
810 Court Street  
Jackson, CA 95642

Phone: (209) 223-6439  
Fax: (209) 223-6228  
E-mail: [misrael@co.amador.ca.us](mailto:misrael@co.amador.ca.us)

## 16. General

16.1. Any clause of this Agreement found to be unenforceable shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect.

16.2. Any waiver of any clause of this Agreement shall not constitute a subsequent waiver of that clause or any other clause. Failure or delay of either party to enforce compliance with any clause shall not constitute a waiver of such clause.

16.3. This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Fresno, California.

16.4. In the event litigation is required to enforce performance of this Agreement, the prevailing party shall be reimbursed the costs of enforcement, including, but not limited to attorney fees and costs, witness fees and costs, and court costs.

16.5. This Agreement replaces all other prior agreements, orally or in writing, relating to the subject matter contained herein, including any made by other parties such as distributors, consultants, dealers or resellers. This Agreement can only be modified in writing as approved by authorized signatories of both parties.

16.6. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.

16.7. Unless otherwise provided herein, Decade may utilize third parties to provide certain services, products or licenses.

## 17. Acceptance of Agreement

Decade and Client have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below:

### Client

\_\_\_\_\_  
Client Representative - Signature

\_\_\_\_\_  
Date Accepted

Richard M. Forster

\_\_\_\_\_  
Client Representative - Printed Name

Title: Chairman

Agency or Division: Board of Supervisors

Phone: (209) 233-6470

E-mail:

The person signing this Agreement on behalf of the Client warrants that they have read and understand all the terms and conditions contained herein, are authorized to sign on behalf of the Client and accept personal responsibility for damages if they are not so authorized.

### Decade Software Company, LLC

Kevin Delaney  
Kevin Delaney, CEO

5-6-2013  
Date Agreed

Kevin Delaney  
Printed Name

## Appendix A. Volumes, Prices, and Payment Schedule for License Fees

### A.1 Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	6
Number of Inspectors Using EnvisionConnect Remote	3

### A.2 Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- EnvisionConnect
- EnvisionConnect Remote Use
- EnvisionConnect Portal – Public Access
- ASP Hosting Services
- Batch Payments Import Tool (BPI)
- PA to CUPA Transfer Process
- Mobile Vector Control Management

### A.3 EnvisionConnect Prices

#### A.3.1 Prices

##### 2013/2014 Prices

Ck	Annual License and Support Fees	No. of Inspectors	At Monthly Rate	Monthly Cost	Annual Cost
<input checked="" type="checkbox"/>	EnvisionConnect	6	\$ 77.00	\$ 462.00	\$ 5,544.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote Use	3	\$ 53.33	\$ 159.99	\$ 1,919.88
<input type="checkbox"/>	EnvisionConnect Portal – Public Access				
<input type="checkbox"/>	Extender		\$ 15.75		
<input type="checkbox"/>	Batch Payments Import (BPI)		\$ 15.75		
<input type="checkbox"/>	Mobile Vector Control Management		\$ 52.50		
<b>Subtotal</b>				<b>\$ 621.99</b>	<b>\$ 7,463.88</b>

Ck	ASP Hosting Services	No. of Inspectors	Monthly Rate	Monthly Cost	Annual Cost
<input checked="" type="checkbox"/>	ASP Flat Fee per Agency	NA	\$ 330.41	\$ 330.41	\$ 3,964.92
<input checked="" type="checkbox"/>	ASP Per Inspector Fee	6	\$ 28.53	\$ 171.18	\$ 2,054.16
<b>Subtotal</b>				<b>\$ 501.59</b>	<b>\$ 6,019.08</b>

<b>Total 2013/2014 Fees</b>				<b>\$ 1,123.58</b>	<b>\$13,482.96</b>
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**2014/2015 Prices**

<b>Ck</b>	<b>Annual License and Support Fees</b>	<b>No. of Inspectors</b>	<b>At Monthly Rate</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
<input checked="" type="checkbox"/>	EnvisionConnect	6	\$ 91.00	\$ 546.00	\$ 6,552.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote Use	3	\$ 56.66	\$ 169.98	\$ 2,039.76
<input type="checkbox"/>	EnvisionConnect Portal – Public Access				
<input type="checkbox"/>	Extender		\$ 15.75		
<input type="checkbox"/>	Batch Payments Import (BPI)		\$ 15.75		
<input type="checkbox"/>	Mobile Vector Control Management		\$ 52.50		
<b>Subtotal</b>				<b>\$ 715.98</b>	<b>\$ 8,591.76</b>

<b>Ck</b>	<b>ASP Hosting Services</b>	<b>No. of Inspectors</b>	<b>Monthly Rate</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
<input checked="" type="checkbox"/>	ASP Flat Fee per Agency	NA	\$ 351.07	\$ 351.07	\$ 4,212.84
<input checked="" type="checkbox"/>	ASP Per Inspector Fee	6	\$ 30.01	\$ 180.06	\$ 2,160.72
<b>Subtotal</b>				<b>\$ 531.13</b>	<b>\$ 6,373.56</b>

<b>Total 2014/2015 Fees</b>				<b>\$ 1,247.11</b>	<b>\$14,965.32</b>
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**2015/2016 Prices**

<b>Ck</b>	<b>Annual License and Support Fees</b>	<b>No. of Inspectors</b>	<b>At Monthly Rate</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
<input checked="" type="checkbox"/>	EnvisionConnect	6	\$ 105.00	\$ 630.00	\$ 7,560.00
<input checked="" type="checkbox"/>	EnvisionConnect Remote Use	3	\$ 60.00	\$ 180.00	\$ 2,160.00
<input type="checkbox"/>	EnvisionConnect Portal – Public Access				
<input type="checkbox"/>	Extender		\$ 15.75		
<input type="checkbox"/>	Batch Payments Import (BPI)		\$ 15.75		
<input type="checkbox"/>	Mobile Vector Control Management		\$ 52.50		
<b>Subtotal</b>				<b>\$ 810.00</b>	<b>\$ 9,720.00</b>

<b>Ck</b>	<b>ASP Hosting Services</b>	<b>No. of Inspectors</b>	<b>Monthly Rate</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
<input checked="" type="checkbox"/>	ASP Flat Fee per Agency	NA	\$ 371.75	\$ 371.75	\$ 4,461.00
<input checked="" type="checkbox"/>	ASP Per Inspector Fee	6	\$ 31.50	\$ 189.00	\$ 2,268.00
<b>Subtotal</b>				<b>\$ 560.75</b>	<b>\$ 6,729.00</b>

<b>Total 2015/2016 Fees</b>				<b>\$ 1,370.75</b>	<b>\$16,449.00</b>
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## A.4 Payment Frequency

First year and successive Annual License Renewal Fees, may be paid in advance annually or monthly, Client's choice.

**Ck Payment Frequency**

- Annually
- Quarterly
- Monthly

## A.5 Client Taxes

Tax	Rate	Exempt	Exemption Number
		<input type="checkbox"/>	
		<input type="checkbox"/>	

## A.6 Client Contact for Billing Issues

Client Contact Person for Billing Issues

Amador County Environmental Health  
Attn: Elaine Williams  
810 Court Street  
Jackson, CA 95642

Phone: (209) 223-6538  
Fax: (209) 223-6228  
E-mail: [ewilliams@amadorgov.org](mailto:ewilliams@amadorgov.org)

All invoices are payable net thirty (30) days.

## Appendix B. Dates and Term

This Agreement shall become effective as specified below (“Effective Date”) or when Decade provides the Licensed Programs or services hereunder, whichever is earlier.

The month and day of the Effective Date shall determine the anniversary date (hereinafter “Anniversary Date”).

This Agreement shall have a term of three years, 07/01/13 to 06/30/16.

In the event the Agreement is not terminated, as specified herein, it shall be automatically renewed for successive one year terms on the same conditions in effect at the conclusion of the ending term.

Either party may terminate this Agreement at the end of the initial or any successive term by giving the other party at least sixty (60) days prior written notice.

### Milestone Summary

<b>Milestone</b>	<b>Date</b>
Effective Date:	07/01/13
Anniversary Date	07/01/13
Agreement Term Begins	07/01/13
Agreement Term Ends	06/30/16

## Appendix C. Professional Services Rates

Any services requested outside of those agreed to in Appendix A, will require authorization through a Professional Service Requests (PSR) signed by both parties.

The following rates will apply for the listed professional services.

<b>Item</b>	<b>Rate</b>	<b>Per Unit</b>
<b>Professional Services</b>		
• Custom Programming	\$126.00	Hour
• Consultation	\$126.00	Hour
• Report Development	\$126.00	Hour
<b>Training</b>		
• Training at Client Facility	\$1,470.00	Day
• Training at Decade Facility	\$1,470.00	Day
• Training Online Using WebEx	\$105.00	Hour
<b>Support</b>		
• Phone Support Outside Normal Service Hours	\$189.00	Hour
• Third Party Support	\$126.00	Hour

### **Travel Expenses**

- An estimate of per diem travel expenses will be provided at the time the PSR is created.

These prices may be increased annually on the Anniversary Date, upon at least sixty (60) days prior notice to client.

## Appendix D. Third Party Software

### D.1 SAP Crystal Reports

Crystal Reports is a database report designer and viewer owned by SAP. Decade utilizes Crystal Reports to design “canned” and custom reports that are later distributed with the Licensed Materials. The Licensed Materials includes a server-side report generation component. This is allowed under section 4.2.5 of the Crystal Reports Standard, Professional, and Developer License Agreement. Use of the server-side report generation component within the Licensed Materials is subject to the following terms.

- D.1.1 Client agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
- D.1.2 Client agrees not to distribute the Runtime Product to any third party;
- D.1.3 Client agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP product offerings;
- D.1.4 Client agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;
- D.1.5 Client agrees not to use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;
- D.1.6 SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE.

## Appendix E. Microsoft SQL Server

### E.1 SQL Server

Microsoft SQL Server 2005 Standard Edition (or higher) is a database management system required by the Licensed Materials. As an Application Service Provider Decade will host Client's database and provides license to Microsoft SQL Server 2005 Standard Edition under Microsoft's Service Provider License Agreement (SPLA). This Microsoft SQL Server 2005 (SQL Server 2005) license is subject to the following terms.

- E.1.1 Client agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the SQL Server 2005;
- E.1.2 Client agrees not to reverse engineer, decompile, or disassemble SQL Server 2005, except to the extent that such activity is expressly permitted by applicable law;
- E.1.3 MICROSOFT DISCLAIMS ALL WARRANTIES BY MICROSOFT AND ANY LIABILITY BY MICROSOFT ITS AFFILIATS OR SUPPIERS FOR ANY DAMANAGE, WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE USE OF THE SOFTWARE SERVICES PROVIDED THROUGH THIS AGREEMENT.
- E.1.4 All support SQL Server 2005 will be provided by Decade. Decade must enable the automatic update feature in the SQL Server 2005 to automatically download and install critical updates to the SQL Server 2005.
- E.1.5 Client agrees not to market, distribute, sublicense, lease or rent the SQL Server 2005.
- E.1.6 Client agrees not to infringe any intellectual property or other rights of Microsoft.
- E.1.7 Decade may disclose Client user count information as required by the SPLA.

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: May 21, 2013

dgmt

From: Administrative Agency  
(Department Head - please type)

Phone Ext. 470

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:  
May 28, 2013

Department Head Signature \_\_\_\_\_

Agenda Title: Area 12 Agency on Aging

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Approval of an Administrative Match Agreement for Fiscal Year 2013-2014 between Amador County and the Area 12 Agency on Aging.

Recommendation/Requested Action:

Approval

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
Resolution Attached: Yes  No  N/A   
Ordinance Attached: Yes  No  N/A

Committee Review? Name \_\_\_\_\_ N/A

Comments: \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman Rmt Counsel GG  
Auditor \_\_\_\_\_ GSA Director Hop  
CAO \_\_\_\_\_ Risk Management Jms

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Auditor; Pauline White-Area 12 Agency Risk electronic

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 4A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on _____	A new ATF is required from _____ Department _____ For meeting of _____	I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors. ATTEST: _____ Clerk or Deputy Board Clerk
Completed by _____		

Save ....



A Joint Powers Agency serving the counties of  
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

BD OF SUPERVISORS

2013 MAY 15 09:01:00

CITY OF JACKSON

**DIRECT SERVICES**

- Chore
- Family Caregiver Support Program
- Health Insurance Counseling & Advocacy Program (HICAP)
- Homemaker
- Information & Assistance
- Medication Management
- Multipurpose Senior Services Program (MSSP)
- Nutrition Education
- Personal Care
- Preventive Health/Senior Exercise
- Residential Repair

**CONTRACTED SERVICES**

- Chore
- Elder Abuse Prevention
- Homemaker
- Legal Assistance
- Ombudsman
- Residential Repair
- Senior Meal Program
- Congregate/Restaurant/Home Delivered
- Transportation

May 8, 2013

Amador County Board of Supervisors  
810 Court St.  
Jackson, CA 95642

Clerk of the Board:

Enclosed are two originals of the Administrative Match Agreement for Fiscal Year 2013-2014 between Amador County and the Area 12 Agency on Aging. Please agendaize the agreement for consideration of approval and execution at the next Board of Supervisors meeting. After the agreement is executed please return one original to the Area 12 Agency on Aging.

Our address is:

Area 12 Agency on Aging  
19074 Standard Road, Ste A  
Sonora, CA 95370

When the agreement is approved, please forward the enclosed invoice for the cash match amount to the appropriate department for payment. If this is not possible, please let me know.

If you have any questions or concerns, please call me. Thank you for your assistance in this matter.

Sincerely,

Pauline White  
Executive Director

Enclosures

c: Supervisor Richard Forster





# ADMINISTRATIVE MATCH AGREEMENT

between the

COUNTY OF AMADOR

and

AREA 12 AGENCY ON AGING

**THIS AGREEMENT**, made and entered into this   1st   day of   July  , 2013, by and between the **AREA 12 AGENCY ON AGING** in its capacity relating to the joint exercise of powers common to the agencies pursuant to the provisions of Article I (commencing with Section 6500), Chapter 5, Division 7, Title I of the Government Code of the State of California, hereinafter referred to as AGENCY, and **AMADOR COUNTY**, hereinafter referred to as **COUNTY**:

WITNESSETH

WHEREAS, **AGENCY** is required to provide an administrative match to funds provided for such purposes by the Older Americans Act and the Older Californians Act.

WHEREAS, the Joint Exercise of Powers Agreement creating the **AGENCY** and the Older Americans Act and the Older Californians Act allow such match to be provided through cash and/or in-kind services.

WHEREAS, pursuant to the Joint Powers Agreement, **COUNTY** is able and desires to provide its proportionate share of the administrative match as cash to the AGENCY;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

## 1. GENERAL PROVISIONS

- 1.1 **COUNTY** agrees to provide on demand no later than September 30, 2013, or as agreed by the Area 12 Agency on Aging Governing Board the cash described in EXHIBIT A at the request and direction of the **AGENCY**.

## 2. TERMS OF THE AGREEMENT

- 2.1 This Agreement shall be effective from July 1, 2013 through June 30, 2014.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year written above.

**AREA 12 AGENCY ON AGING**  
A Joint Powers Agency of Amador,  
Calaveras, Mariposa and Tuolumne Counties

By:   
Pauline White, Executive Director


**COUNTY OF AMADOR**

By: \_\_\_\_\_  
Supervisor Richard Forster  
Chair, Board of Supervisors

ATTEST: Jennifer Burns, Clerk of the Board  
County of Amador

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

  
\_\_\_\_\_

## **ADMINISTRATIVE MATCH AGREEMENT**

### **EXHIBIT A**

County of Amador agrees to provide cash match for the 2013/2014 fiscal year in the following manner.

**Cash in the amount of \$64,246.00**

Area 12 Agency on Aging

19074 Standard Rd., Ste. A  
Sonora, California 95370-7542  
Phone: 209-532-6272  
Fax: 209-532-6501

# Invoice

Date	Invoice #
7/1/2013	FY1314Match

Bill To
Amador County Auditor's Office 810 Court Street Jackson, CA 95642

Due Date
7/1/2013

Description	Amount
Administrative Match Cash as per agreement - FY 2013-14	64,246.00

<b>Total</b>	\$64,246.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$64,246.00

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
May 24, 2013	

To: Board of Supervisors

*Agmt.*

Date: May 9, 2013

From: Todd Riebe  
(Department Head - please type)

Phone Ext. 453

Department Head Signature *Todd D. Riebe*

Agenda Title: Approve Operational Agreement between Operation Care and Amador Cty DA's Office and Victim/Witness Prog

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
 Approve three-year term operational agreement from October 1, 2013 through September 30, 2016 between Operation Care and Amador County district Attorney's Office and Victim/Witness Program

Recommendation/Requested Action:  
To approve operational agreement

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

N/A

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
 Resolution Attached: Yes  No  N/A   
 Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman *RMA*

Counsel *GG*

Auditor \_\_\_\_\_

GSA Director *HOP*

CAO \_\_\_\_\_

Risk Management *YMA*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Return to DA's Office - Attn: Julie

### FOR CLERK USE ONLY

Meeting Date May 28, 2013 Time 9 a.m. Item # 4B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
 Completed by \_\_\_\_\_  
 of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
 Department \_\_\_\_\_  
 For meeting \_\_\_\_\_  
 of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
 ATTEST: \_\_\_\_\_  
 Clerk or Deputy Board Clerk



**Operational Agreement  
For Sexual Assault and Domestic Violence Assistance Services**

This Operational Agreement stands as evidence that Operation Care and Amador County District Attorney intend to continue working together toward the mutual goal of providing maximum available assistance for victims of Sexual Assault/Domestic Violence in Amador County. Both agencies believe that the Sexual Assault/Domestic Violence Assistance Services proposed by Operation Care will further this goal. To this end, each agency agrees to participate in the program, if implemented, by coordinating/providing the following services:

Operation Care's Sexual Assault/Domestic Violence Assistance Services will closely coordinate the following services with Amador County District Attorney through:

- Sexual Assault/Domestic Violence Assistance staff and trained volunteers being readily available to for service provision through telephone contact with Operation Care office at 223-2897 and the 24-Hour Crisis Line at 223-2600.
- Meetings scheduled as needed between the two agencies to discuss strategies, timetables, and implementation of needed services.
- Utilization of a follow-up referral system consisting of client information between both agencies when appropriate.
- Regularly scheduled in-services provided by both agencies.
- Courtroom support will be requested by either agency as needed.

We the undersigned, as authorized representatives of both agencies do hereby approve this document for a three year term from October 1, 2013 through September 30, 2016.

For: Amador County District Attorney

Todd Riebe 5/9/13  
Todd Riebe, District Attorney Date

John Plasse, Chairman Date  
Amador County Board of Supervisors  
Richard M. Forster

For: Operation Care

Tammie Crabtree 5/7/13  
Tammie Crabtree, Operation Care Date

Martha Shaver 5/22/13  
Approved as to form Date  
Martha Shaver, County Counsel  
Gregory Gillott