

**AMENDMENT NO. 6 TO AGREEMENT NO. A-10635 BETWEEN COUNTY OF
MONTEREY AND DECADE SOFTWARE COMPANY, LLC**

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THIS AMENDMENT No. 6 to the License and Support AGREEMENT No. A-10635 ("AGREEMENT") is made and entered into by and between Decade Software Company, LLC, ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California, ("COUNTY") as of the last date opposite the respective signatures below.

WHEREAS, on or about September 16, 2006, COUNTY and CONTRACTOR entered into AGREEMENT No. A-10635 for the provision of Envision software license and support services for the annual amount of \$43,210.36 plus tax for the period July 1, 2006 through June 30, 2009 with authorization to the Director of Health to sign future limited amendments; and

WHEREAS, on or about April 8, 2008, COUNTY and CONTRACTOR entered into an Addendum to add the license and support of a software product called Press Agent for the fee of \$5,292.00 and a monthly license and support fee of \$724.00 ("ADDENDUM"); and

WHEREAS, on or about July 31, 2009, COUNTY and CONTRACTOR executed Amendment No. 1 ("AMENDMENT No. 1") to extend the term of the AGREEMENT for the period from July 1, 2009 to June 30, 2010, establish the fee payable during the term of the extension to not exceed \$58,034.84, and to add Exhibit C—Third Party Products, to the AGREEMENT.

WHEREAS, on or about July 13, 2010, COUNTY and CONTRACTOR executed Amendment No. 2 ("AMENDMENT No. 2") to extend the term of the AGREEMENT for the period from July 1, 2010 to June 30, 2011 and to establish the fee payable during the term of the extension to not exceed \$58,034.84.

WHEREAS, on or about June 21, 2011, COUNTY and CONTRACTOR executed Amendment No. 3 ("AMENDMENT No. 3") to extend the term of the AGREEMENT for the period from July 1, 2011 to June 30, 2012 and to establish the fee payable during the term of the extension to not exceed \$58,034.84.

WHEREAS, on or about May 22, 2012, COUNTY and CONTRACTOR executed Amendment No. 4 ("AMENDMENT No. 4") to extend the term of the AGREEMENT for the period from July 1, 2012 to June 30, 2013 and to establish the fee payable during the term of the extension to not exceed \$54,064.88.

WHEREAS, on or about July 1, 2013, COUNTY and CONTRACTOR executed Amendment No. 5 ("AMENDMENT No. 5") to extend the term of the AGREEMENT for the period from July 1, 2013 to June 30, 2014 and to establish the fee payable during the term of the extension to not exceed \$54,064.88.

WHEREAS, COUNTY and CONTRACTOR wish to amend the AGREEMENT to expand the Scope of Work as described in Exhibit D - Data Assessment and Remediation for Title 27 Data Dictionary, attached hereto and incorporated by this reference, and to establish the fee payable for the additional services to be provided.

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NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT, as previously amended, as follows:

1. Subsection 3.2 of the AGREEMENT is amended to add the following:
The price for the Data Assessment and Remediation for Title 27 Data Dictionary services to be provided by CONTRACTOR will not exceed \$34,750.00.
2. Section 15 of the AGREEMENT, as previously amended, is amended to add Exhibit D—Data Assessment and Remediation for Title 27 Data Dictionary attached hereto and incorporated by this reference.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, ADDENDUM, AMENDMENT No. 1, AMENDMENT No. 2, AMENDMENT No. 3, AMENDMENT No. 4, and AMENDMENT No. 5 are unchanged and unaffected by this AMENDMENT No. 6 and shall continue in full force and effect.
5. A copy of this AMENDMENT No. 6 shall be attached to the original AGREEMENT No. A10635.
6. The effective date of this AMENDMENT No. 6 is as of the last date opposite the respective signatures below.
7. The recitals to this AMENDMENT No. 6 are hereby incorporated into the AGREEMENT.

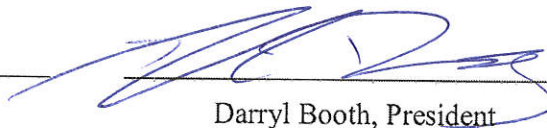
IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT No. 6 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY
HEALTH DEPARTMENT

DECADE SOFTWARE COMPANY, LLC



Ray Bullick, Director of Health



Darryl Booth, President

Dated: 10-10-13

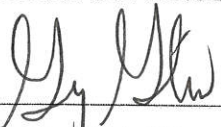
Dated: 8-29-13

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Approved as to fiscal provisions:

COUNTY AUDITOR-CONTROLLER

By: 

Gary Giboney, Chief Deputy

Dated: 8-6-13

Approved as to form and legality:

OFFICE OF THE COUNTY COUNSEL

By: 

Mary Grace Perry

Deputy County Counsel

Dated: 9-6-2013

EXHIBIT D



August 1, 2013

Ms. Teresa Rios
Monterey County Environmental Health Department
1270 Natividad Rd., Room 109
Salinas, CA 93906

Dear Teresa:

This Price Proposal presents the necessary investment by the Monterey County Environmental Health Department, (Client) to complete the projects you have requested of Decade Software Company, LLC (Decade). Decade will complete the following projects.

- Data Assessment and Remediation for Title 27 Data Dictionary

Decade will complete and support the projects as outlined in Attachment A. The prices included in this proposal are based on Decade's standard Professional Services Rates.

Subsequent to Decade's receipt of a signed *Proposal Acceptance* page, Decade will schedule staff to complete the project.

This quote is valid for sixty days. Please communicate your acceptance of this proposal by signing the *Proposal Acceptance* page of this document and faxing it to my attention at 559-222-1365, then mail original "wet signature" to 1195 W. Shaw Ave., Fresno, CA 93711. Should you have any questions, please call me at 800-233-9847, extension 747 or email me at sandrasanchez@decadesoftware.com

Sincerely,

Sandra Sanchez
Office Administrator

Decade Software Company, LLC
1195 W. Shaw Avenue, Fresno, CA. 93711
Phone (800) 233-9847. Fax (559) 222-1365
www.decadesoftware.com

these arrangements through other resources.



Data Remediation – Scripting Services

In many cases, the Data Cleanup Plan will isolate activities that can be conducted en masse via custom SQL scripting. For example, if the CUPA has been coding the Tanks' Product Code as "X" and "W" and the valid response should have been "U" for those reported values, then the SQL Scripting can change all values of "X" and "W" to "U" (within criteria established in the Data Cleanup Plan).

In this activity Decade will write custom SQL commands which will make changes across the CUPAs database. Decade will establish a test environment, the CUPA will confirm the changes as acceptable, and then apply the changes to the production environment.

It should be noted that the CUPA or Cal/EPA project managers may make these arrangements through other resources.

Professional Services Fees

One-time Professional Service Fees	Amount
Data Assessment – Gap Analysis	\$14,700.00
Data Remediation – Data Remediation Plan	\$7,350.00
Data Remediation – Scripting Services	\$12,700.00
Total	\$34,750.00

Payment Schedule

Payment	Service Description	Milestone	Amount
50%	Data Assessment – Gap Analysis	Proposal Signing	\$7,350.00
50%	Data Assessment – Gap Analysis	Delivery of "E-Reporting Capacity Gap Analysis Document"	\$7,350.00
50%	Data Remediation Services	Invoice Upon Delivery of E-Reporting Capacity GAP Analysis Document and Plan	\$10,025.00
50%	Data Remediation Services	Invoice Upon Acceptance of Data Cleanup Script	\$10,025.00

Estimated completion no later by the end of December 2013, **dependent upon State mandates and County availability.**

Payment is due and payable within thirty days of reaching a milestone.

Attachment A. Professional Services

Data Assessment and Remediation for Title 27 Data Dictionary

- The Data Assessment/Remediation/Scripting sections have fixed fees for those services set by Decade Management.



Data Assessment - Gap Analysis

The purpose of the E-Reporting Capacity Gap Analysis is to establish the viability of the agency's existing data in comparison to the Title 27 Data Dictionary. This is critical to ensuring a successful data exchange OR integration with data obtained elsewhere (e.g., US EPA Cal/EPA Proposed Scanning/OCR Project).

- Decade will obtain a current copy of the CUPAs EnvisionConnect production database
- Decade will mount CUPAs EnvisionConnect production database in a dedicated test environment
- Decade will catalog/count active records in the CUPA programs
- Decade will identify records shared among other (i.e., Non-CUPA) programs⁽¹⁾
- Decade will design and execute a "Data Check" script which will catalog:
 - Missing required fields
 - Data values that do not adhere to the CUPA Data Dictionary (e.g., valid values)
 - Broken referential integrity and "orphaned" records
 - Illogical (not necessarily incorrect) data
 - Active records that appear to be inactive based on recent activities
- Decade will deliver a "E-Reporting Capacity Gap Analysis Document" to CUPA and Cal/EPA



Data Remediation – Data Remediation Plan

In many cases, the results of the E-Reporting Capacity Gap Analysis may not convey an obvious course of action. Each CUPA must take care to preserve historical regulatory/enforcement data, accurate billing, financial history, and time tracking. If the CUPA is using a regional portal, the interaction with the CUPAs portal must also be considered.

In this phase, Decade will collaborate with the CUPA to calculate an optimal response to the E-Reporting Capacity Gap Analysis.

The output of this effort will be a Data Cleanup Plan. The Data Cleanup Plan will describe detail about which values must be populated, changed, updated, etc. and will include a corresponding Test Plan to ensure overall integrity is maintained.

It should be noted that the CUPA or Cal/EPA project managers may make

⁽¹⁾ Agencies that use EnvisionConnect to regulate non-CUPA programs such as Solid Waste (LEA), Site Remediation (LOP), Public Water (LPA), Storm Water Protection, Food, Pools, Body Art, etc., share a common Facility and Owner record. As such, changing the Facility and Owner record for the CUPA programs must be coordinated with other program areas.