



**First Amendment to Agreement No. 007E-A-11/12-BOS
Between the County of El Dorado and
Decade Software Company, LLC**

THIS FIRST AMENDMENT TO AGREEMENT NO. 007E-A-11/12-BOS made and entered by and between the **County of El Dorado**, a political subdivision of the State of California (hereinafter referred to as "County"), and **Decade Software Company**, a Limited Liability Company, duly qualified to conduct business in the State of California, whose principal place of business is 1195 W. Shaw Ave., Fresno, CA 93711 (hereinafter referred to as "Consultant") hereby amends the Agreement as follows:

WITNESSETH

WHEREAS, County is required by the California Environmental Protection Agency (CalEPA) to implement the California Environmental Reporting System for the County/Certified Unified Program Agency (CUPA) to submit hazardous material information electronically to the state in accordance with the requirements of Assembly Bill No. 2286 Chapter 571 that amends Section 25404 of the Health and Safety Code, Approved by the Governor September 29, 2008; and

WHEREAS, County has determined that additional services are required to implement the program, the fee schedule shall be revised, the parties hereto have mutually agreed to amend Article 5 and Exhibits D and E incorporated herein and made by reference a part hereof; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the additional services described herein, in conformity with all applicable State laws and requirements related to the Health and Safety Code, and County has determined to rely upon such representations.

NOW, THEREFORE, County and Consultant mutually agree that Agreement No. 007E-A-11/12-BOS be amended a first time as follows:

ARTICLE 5

Compensation for Services:

- h. The total payment pursuant to this Agreement shall be amended to increase the total amount by Thirty Four Thousand Seven Hundred Fifty Dollars (\$34,750). The total payment under this Agreement to Consultant **SHALL NOT EXCEED One Hundred Fifty Three Thousand Nine Hundred Twenty Nine Dollars (\$153,929)**.

- i. Consultant may perform the following work tasks: **E-Reporting Capacity Gap Analysis, Data Remediation - Data Remediation Plan, and Data Remediation - Scripting Services**, identified in Exhibits D and E, on an as-needed basis. For each assigned work task related to services identified in this section, Consultant shall provide County with a full work task proposal, schedule, and not to exceed cost to complete the entire work task. Each work task shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No payment will be made for any services identified in this section prior to written approval of the Task Order.

All other sections of the Agreement No. 007E-A-11/12-BOS, dated the 15th day of November, 2011, shall remain unchanged and in full force.

REQUESTING AGREEMENT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Kerri Williams
Environmental Management, Chief Fiscal Officer

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Gerri Silva, M.S., REHS
Environmental Management, Director

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

- - COUNTY OF EL DORADO - -

Dated: _____

By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Terri Daly, Acting Clerk
of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

- - CONSULTANT - -

By: _____
Kevin Delaney, President
"It's Member and Managing Officer"
Decade Software Company, LLC
A California Limited Liability Company

Dated: _____

Exhibit D – Professional Services

GOLD PACKAGE

Consultant will assist County with the following migration tasks:

- Project Analysis
- Upgrade County Envision Database to Latest Version 3.4 (if applicable)
- Migration in Test Environment
- Migrate Data From Sybase to MS SQL (if applicable)
- Perform SQL Scripting and/or Report Writing
- Migration in Production Environment
- Define Security Levels in EnvisionConnect
- Customize Page Layouts in EnvisionConnect
- System Testing

Consultant will deliver the following training:

- Two (2) Days of Onsite Training
- 16 Hours of Web-based Training
- Free Bi-weekly Web-based Training Sessions

Consultant staff will provide remote phone support during system go-live.

ADDITIONAL ONE DAY OF ONSITE TRAINING AT GO-LIVE

Amended Professional Services

CALIFORNIA ENVIRONMENTAL REPORTING SYSTEM

Consultant will provide the following services to the County on an as-needed basis:

- **E-Reporting Capacity Gap Analysis**

The purpose of the E-Reporting Capacity Gap Analysis is to establish the viability of the County'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). To accomplish this Consultant will perform the following tasks:

- Obtain a current copy of the County/CUPAs EnvisionConnect production database
- Mount County/CUPAs EnvisionConnect production database in a dedicated test environment

- Catalog/count active records in the CUPA programs
- Identify records shared among other (i.e., Non-CUPA) programs
- Design and execute a “Data Check” script which will catalog the following:

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 County/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. The County/CUPA must preserve historical regulatory/enforcement data, accurate billing, financial history, and time tracking.

Consultant will collaborate with the County/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 which values must be populated, changed, updated, etc. and will include a corresponding Test Plan to ensure overall integrity is maintained.

- **Data Remediation - Scripting Services**

Consultant will write custom SQL commands which will make changes across the County/CUPAs database. Consultant will establish a test environment, the County/CUPA will confirm the changes as acceptable, and then apply the changes to the production environment.

Exhibit E – Fees and Payment Schedule For Professional Services

The following Professional Services Fees cover services outlined in Exhibit D.

Professional Service Fees	Amount
<input checked="" type="checkbox"/> Gold Upgrade Package	\$14,125.00
Less Discount for SQL Server Conversion: (As agreed to in 2006 for Project #2006 – 030)	(\$ 5,880.00)
<input checked="" type="checkbox"/> Additional - One (1) Day Onsite Training	\$ 1,688.00
Total Original Agreement	\$ 9,933.00
<input checked="" type="checkbox"/> E-Reporting Capacity Gap Analysis	\$14,700.00
<input checked="" type="checkbox"/> Data Remediation - Data Remediation Plan	\$ 7,350.00
<input checked="" type="checkbox"/> Data Remediation - Scripting Services	\$12,700.00
Total Amendment	\$34,750.00
Total	\$44,683.00

Payment Schedule

Payment Percentage	Service Description	Milestone	Amount
50 % of	EnvisionConnect Upgrade Services Gold Package	Agreement Signing	\$ 4,122.50
50 % of	EnvisionConnect Upgrade Services Gold Package	EnvisionConnect Go-Live	\$ 4,122.50
100 % of	One (1) Day Onsite Training	Completion of Onsite Training	\$ 1,688.00
	Total Original Agreement		\$ 9,933.00
	E-Reporting Capacity Gap Analysis	Completion of Work	\$14,700.00
	Data Remediation - Data Remediation Plan	Completion of Work	\$ 7,350.00
	Data Remediation - Scripting Services	Completion of Work	\$12,700.00
	Total Amendment		\$34,750.00
	Total Professional Services		\$44,683.00

Go-Live is reached when 1) the data in Envision and EnvisionConnect is living information that represents factual records and 2) this information in Envision and EnvisionConnect is going to continue to be used for business purposes (not deleted and later re-entered).