SOFTWARE LICENSE AGREEMENT # 005-S1611

BETWEEN

PANORAMIC SOFTWARE CORPORATION

AND

COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY

SOFTWARE MAINTENANCE AGREEMENT

This SOFTWARE MAINTENANCE AGREEMENT (Agreement) is entered into, by and between the County of El Dorado Health and Human Services Agency (hereinafter referred to as "Customer") and Panoramic Software Corporation (Panosoft), a California Corporation whose principal place of business is 336 Bon Air Center, Suite 367, Greenbrae, CA 94904 and whose Agent for Service of Process is Jeff Von Waldburg, 9650 Research Drive, Suite A., Irvine, CA 92618 (hereinafter referred to as "Panosoft"), collectively hereinafter referred to as "parties."

RECITALS

WHEREAS, Panosoft has developed and owns all rights in and to the computer software and documentation referred to herein as the "Software" and;

WHEREAS, Customer wishes to acquire from Panosoft, and Panosoft is willing to grant to Customer, certain rights with respect to the Software, on the terms and conditions set forth herein.

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1.   **CERTAIN DEFINITIONS**:

        1.1 Software As used herein, the term "Software" shall mean the computer application software known to Panosoft as Public Guardian/General Assistance/Adult Protective Services (PG/GA/APS-Pro Web) and all coding (object code and source code), tapes, discs, modules, and similar materials comprising such software. The Software is described more specifically in the "Documentation" defined below.

        1.2 Documentation As used herein, the term "Documentation" shall mean the documentation relating to the Software, including the PG/GA/APS-Pro Web User's Guide

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(electronic versions) and the PG/GA/APS- Pro Web Sample Reports Package, and all manuals, reports, brochures, sample runs, specifications and other materials comprising such documentation.

1.3 <u>System</u> As used herein, the term "System" shall mean the Software and the Documentation, collectively. Reference to the System shall include any component thereof. All modifications and enhancements to the System shall be deemed to be part of the System as defined herein and shall be subject to all of the terms and conditions set forth herein.

1.4 <u>License</u> As used herein, the term "License" shall have the meaning assigned to such term in section titled, "Grant of License."

2. **TERM**: This agreement shall be effective for the period of July 1, 2015 to June 30, 2020, unless terminated as provided in the section titled, "Termination."

3. **RENEWAL**: At the end of the term in section titled, "Term," this Agreement may be renewed by agreement of both parties and may be subject to new terms and conditions upon renewal. If Customer intends not to renew, notice of cancellation, in writing, must be provided at least thirty (30) days prior to the end of the effective period. If Panosoft is unwilling or unable to continue to provide the services as set forth in this Agreement, Customer will be notified in writing thereof at least 180 days prior to the renewal date.

4. **COMPENSATION - CHARGES TO CUSTOMERS**:
Support costs are: Public Guardian $1,500.00/month, Adult Protective Services $700.00/month, General Assistance $300.00/month, for a total of **$30,000.00** per year, payable annually in advance.

2015 to 2020 Monthly Maintenance for Public Guardian	$1,500.00/mo
2015 to 2020 Monthly Maintenance for General Assistance	$300.00/mo
2015 to 2020 Monthly Maintenance for Adult Protective Services	$ 700.00/mo
FY 2015/2016 Maintenance & Support Total (PG/GA/APS)	$30,000.00
FY 2016/2017 Maintenance & Support Total	$30,000.00
FY 2017/2018 Maintenance & Support Total	$30,000.00
FY 2018/2019 Maintenance & Support Total	$30,000.00
FY 2019/2020 Maintenance & Support Total	$30,000.00
Total Cost for 5 years Maintenance & Support	**$150,000.00**

The maximum contractual obligation of the Customer under this Agreement shall not exceed $150,000.00 for all of the stated services during the term of the Agreement.

4.1 <u>Additional Maintenance Services</u> The rate for all Additional Maintenance Services is $1,200.00 per day on-site, with a one-day minimum plus travel and per diem charges in accordance with Exhibit A marked "County of El Dorado, California Board of Supervisors Policy D-1,"incorporated herein and made by reference a part hereof, or an hourly charge of

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$ 150.00 per hour when services are provided on an ad-hoc basis from Panosoft headquarters.

4.2 Travel Customer will reimburse Panosoft for reasonable out of pocket expenses for airline tickets, car rentals, taxis, personal auto mileage, lodging, meals, and incidental expenses. Travel reimbursement shall be made in accordance with Exhibit A.

4.3 Customer Travel Costs All costs of Customer travel to Panosoft training classes, including but not limited to transportation, lodging, meals, and other travel expenses, will be paid by Customer.

4.4 Taxes All maintenance charges under this Agreement are exclusive of any taxes legally imposed on the licensing, delivery, and use of PG/GA/APS-Pro Web. Customer shall pay, or reimburse Panosoft, for any such taxes, and Panosoft may add such taxes to the invoices submitted to Customer by Panosoft provided such taxes are solely in connection with the licensing or sale of the System. Customer shall not be liable for any taxes incurred by Panosoft in connection with income recognized by Panosoft.

5.   **PAYMENT**: Panosoft will invoice Customer for General Maintenance Service and Other Charges as follows:

5.1 General Maintenance and Support Panosoft will annually invoice Customer in advance for payment due for General Maintenance and Support Services during the term of the Agreement. Such invoices may include pro-rated charges for any General Maintenance Services provided prior to the invoice date. Customer will pay such undisputed invoices within the time specified thereon. In addition, if any charges are not paid when due, Panosoft may, at its option, suspend performance hereunder until payment is made unless Panosoft is otherwise in breach of the terms herein.

5.2 Other Charges Panosoft will invoice Customer for all other charges incurred in accordance with this Agreement, and Customer will pay such invoices within the time specified thereon.

5.3 Invoices For all satisfactory services provided herein, Customer agrees to pay Panosoft monthly in arrears and within forty-five (45) days following Customer's receipt and approval of all valid invoice(s) identifying services rendered.

6.   **GRANT OF LICENSE**:

6.1 Grant Panosoft hereby grants to Customer a license with respect to the Software, subject to the terms and conditions set forth herein (the "License").

6.2 Scope The License granted herein shall consist solely of: (i) the non-exclusive, non-transferable right of Customer to operate the Software for the purpose of providing services solely in connection with Customer's existing business; and (ii) the right to receive and use the Documentation. The License granted herein shall not entitle Customer: (a) to operate the Software other than in connection with Customer's existing business; or (b) to permit any person or entity other than Customer and its employees to operate the Software; or (c) to

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transfer any right in the Software to any other person or entity.

6.3 <u>Ownership</u> Customer acknowledges and agrees that, as between Panosoft and Customer, title and full ownership of all rights in and to the System and all other materials provided to Customer hereunder shall remain with Panosoft. Customer further acknowledges and agrees that the System, and all ideas and expressions contained therein, are proprietary information and trade secrets of Panosoft. Notwithstanding the foregoing, any data entered by Customer into the System which has not otherwise been provided by Panosoft in the Documentation or in connection with the System shall remain the sole and exclusive property of Customer. Nothing herein shall be construed as licensing Customer's proprietary information or date used in connection with the System to Panosoft.

6.4 <u>Source Code Access</u> Concurrently with the execution of this Agreement, Panosoft shall provide Customer with a fully executed source code escrow agreement which shall provide that Panosoft will make the latest version of the source code for PG/GA/APS-Pro Web available to Customer at least sixty (60) days prior to Panosoft filing bankruptcy or ceasing to do business. Furthermore, the escrow agreement shall provide that the source code be released to the Customer is Panosoft fails to maintain the System in accordance with this Agreement.

7.   **GENERAL MAINTENANCE SERVICES**: Panosoft will provide to Customer the following types of services under this Agreement on all week-days, Monday through Friday, from 8:30 to 4:30 Pacific Standard Time, excluding holidays:

7.1 <u>Telephone Support</u> Panosoft staff will be available to answer questions by telephone concerning PG/GA/APS-Pro Web application software.

7.2 <u>Training Classes</u> Software user training classes for PG/GA/APS-Pro Web will be offered from time to time by Panosoft. Training classes will be conducted at various locations to include Panosoft's corporate headquarters, at PG Association training conferences, and at Customer's sites. The timing and location of such classes shall be at the discretion of Panosoft.

7.3 <u>Software Enhancements</u> Updates to PG/GA/APS-Pro Web will be provided to fix application software errors and to improve ease of use and performance. Such updates may include changes necessary to meet federal, state, and county mandated requirements. All software enhancements will be provided at the discretion of Panosoft.

7.4 <u>Error Correction</u> An error is defined as any aspect of the software performance which does not conform substantially to the operation specified in the user documentation. Customer-identified errors will be corrected and brought into conformance with the user documentation.

7.5 <u>Software Releases</u> Software Enhancements and Error Corrections will be made available to Customers in Software Releases from time to time as considered necessary by Panosoft.

7.6 <u>New Documentation Releases</u> Documentation to accompany Software Enhancements

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will be provided when available.

7.7 Technical Services Bulletins Panosoft will provide Technical Services Bulletins to Customers from time to time. Such bulletins may include information concerning PG/GA/APS-Pro Web usage, third party software, and other matters considered relevant to Customers by Panosoft. Technical Services Bulletins will be issued at the discretion of Panosoft.

8. **ADDITIONAL MAINTENANCE SERVICES**: Panosoft will provide additional maintenance services at an <u>additional</u> charge if such maintenance services are not otherwise described herein. Panosoft shall require Customer authorization in writing and/or a Customer Purchase Order before any service which results in billable costs is performed. Additional Maintenance Services includes, but is not limited to, the following:

8.1 Additional Training Additional software training is available at Customer sites. The rate for all Additional Maintenance Services is $1,200.00 per day on-site, with a one-day minimum plus travel and per diem charges in accordance with Exhibit A marked "County of El Dorado, California Board of Supervisors Policy D-1,"incorporated herein and made by reference a part hereof, or an hourly charge of $ 150.00 per hour when services are provided on an ad-hoc basis from Panosoft headquarters.

8.2 Data and Systems Corrections Data and Systems corrections include any corrective actions accomplished by Panosoft staff on-site or via the web, which are necessary due to Customer error(s) or unauthorized data access by Customer. Unauthorized data access by Customer is defined as any Customer editing or entering of data other than through normal system usage as described in the user documentation.

8.3 Customer Site Visits Visits to Customer sites requested by Customer for reasons such as, but not limited to: (1) additional system training on hardware or software usage, (2) resolution of system difficulties not resulting from defects or failures of the System, or (3) on-site installation of Software Releases.

8.4 New Software Modules Software Modules are developed to address areas of information management not currently or significantly addressed by PG/GA/APS-Pro Web. The License for any such New Software Modules will be available for Customer to purchase under separate contractual agreement with Panosoft.

8.5 Custom Programming Requests for supplemental programming or customization of System features will be available for Customers. Such requests will be reviewed by Panosoft and, if accepted for implementation by Panosoft, will be subject to the then current hourly programming rate.

9. **CUSTOMER SYSTEM RESPONSIBILITIES**: Customer is responsible for performing the following duties relating to the successful operation of PG/GA/APS-Pro Web.

9.1 System Operation System Operation is the general operation of Customer's desktop hardware and all software including, but not limited to, system restarts, configuration and operation of system peripherals (such as printers, and workstations).

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9.2 Customer Desktop Hardware Repair Customer is responsible for resolving all desktop hardware problems, reinstalling repaired equipment, and all other actions necessary to complete the repair process unless such problems are the result of defects in the System.

9.3 Software Maintenance Agreement This Agreement must be in effect for Customer to receive from Panosoft any of the services listed in this Agreement. Services listed in this Agreement will be unavailable to Customers who are not under a current Software Maintenance Agreement. In the event Customer discontinues this Agreement and subsequently desires to reinstate the Agreement in order to receive any of the services listed in this Agreement, Customer will be required to pay the normal monthly charge for all months during which service was discontinued before service will be reinstated.

10. **WARRANTY**:

10.1 General Warranty Panosoft warrants to Customer that Panosoft has full right and authority to grant to Customer the License herein and that Customer's possession and use of the System in accordance with the License herein shall not infringe any copyright or patent. Panosoft warrants that the System does not contain any material defects, including but not limited to viruses.

10.2 Performance Panosoft warrants to Customer that PG/GA/APS-Pro Web application software contracted for by Customer will perform in substantial compliance with the PG/GA/APS-Pro Web User's Guide at all times during the term of the Agreement.

10.3 Notification of Defects In addition to any other legal or equitable remedy available to Customer, if Customer believes a product does not conform to the above warranties, Customer shall notify Panosoft in writing. Within twenty-four (24) hours of such written request, Panosoft will repair or replace the software medium or bring the Licensed Programs into substantial conformance with the applicable specification at no additional cost to the Customer. In the event that the foregoing remedy is determined to fail of its essential purpose, Panosoft shall refund or reimburse Customer the total amount actually paid by Customer to Panosoft under the terms of this Agreement. The foregoing shall not at any time be deemed a waiver of Customer's right so pursue any other remedy available to Customer in law or in equity.

11. **CONFIDENTIALITY**:

11.1 Customer Obligations Customer acknowledges that, by virtue of the License granted herein, it will have access to certain proprietary information and trade secrets of Panosoft, including without limitation proprietary information and trade secrets relating to the System (collectively, the "Confidential Matters"). Customer agrees that the Confidential Matters, and all information comprising or relating to the Confidential Matters, shall be deemed confidential and proprietary to Panosoft, shall be held in trust by Customer, and shall be safeguarded by Customer to the same extent that Customer safeguards confidential matters relating to its own operation which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

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To these ends, Customer agrees to take such steps as may be necessary to ensure that neither the Confidential Matters, nor any information comprising or relating to the Confidential Matters, are used by Customer or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by Customer or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of Panosoft.

Exceptions   Customer's obligations pursuant to the section titled, "Confidentiality – Customer Obligations" shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; or (ii) information which Customer is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

11.2 Panosoft Obligations Panosoft acknowledges that, by virtue of the Customer/developer relationship established herein, it will have access to certain confidential information relating to the Customer's clients and activities. Panosoft agrees that all information relating to the activities and the clients of Customer shall be deemed confidential and proprietary to Customer, shall be held in trust by Panosoft, and shall be safeguarded by Panosoft to the same extent that Panosoft safeguards confidential matters relating to its own clients and activities which in no event shall be less than the safeguards that a reasonably prudent person or business would exercise under similar circumstances.

To these ends, Panosoft agrees to take such steps as may be necessary to ensure that no information comprising or relating to the clients or activities of Customer are used by Panosoft or any of its employees, agents, or representatives in any manner or for any purpose other than as provided herein or are made available by Panosoft or any of its employees, agents, or representatives to any other person or entity, without the prior written consent of Customer.   Such steps shall include without limitation the execution by Panosoft's employees, agents and representatives having access to the Customer's confidential information of binding agreements which impose on such persons the same obligations which are imposed on Panosoft under this section.

Exceptions Panosoft's obligations pursuant to the section titled, "Confidentiality – Panosoft Obligations" shall not apply to: (i) information which is in the public domain, other than as a result of any breach of this Agreement; or (ii) information which Panosoft is obligated to disclose pursuant to the lawful order of any court or government instrumentality in the United States, but only to the extent required by such order.

12.   **LIABILITY**:

12.1 Indemnification by Panosoft Panosoft shall indemnify and hold harmless Customer, and its directors, officers, and employees from and against any and all liability, losses, damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by Customer, or its directors, officers, or employees which arise out of or relate to Panosoft's breach of any provision hereof.

12.2 Indemnification by Customer Customer shall indemnify and hold harmless Panosoft, and its directors, officers, and employees from and against any and all liability, losses,

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damages, and expenses (including without limitation reasonable attorney's fees and costs) incurred by Panosoft, or its directors, officers, or employees which arise out of or relate to Customer's breach of any provision hereof.

12.3   Limitations on Liability   Notwithstanding the provisions in the section titled, "Liability," the liability of the parties and the remedies of the parties shall be limited as follows:

12.3.1   Uncontrollable Events   Neither party shall bear any liability arising out of events beyond the control of such party, including without limitation acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party; provided however, that any increased costs incurred by Panosoft as a result of delayed performance in order to fulfill its obligations under this Agreement shall not be paid by Customer.

12.4   Insurance   Without limiting Panosoft's indemnification of the Customer, Panosoft shall provide and maintain at its own expense during the term of the Agreement the following programs of insurance covering its operations hereunder. Such insurance shall be provided through insurer(s) satisfactory to Customer and certificates evidencing such insurance, along with significant endorsements, shall be delivered to Customer on or before the effective date of this Agreement, and shall stipulate that the Customer is to be given at least thirty (30) days written notice in advance of any modification or cancellation of any policy of insurance. In addition, Customer shall be named an additional insured on Panosoft's insurance policy as of the effective date of this Agreement.

12.4.1   General and Auto Liability   Insurance shall include but not be limited to, comprehensive general and automobile liability with a combined single limit of not less than $ 1,000,000 per occurrence. Such insurance shall be primary and not contributing with any other insurance maintained by Customer.

12.4.2   Workers' Compensation   A program of Workers' Compensation Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, and which specifically covers all persons providing services by or on behalf of Panosoft and all risks to such persons under this Agreement.

13.0   **GENERAL PROVISIONS**

13.1 Covenant Not to Hire   Customer shall not during the term of the License granted herein and for a period of one (1) year thereafter, hire as an employee of Customer any employee of Panosoft.

13.2 Compliance with Laws   Each party shall, in performing its obligations hereunder, comply with all laws, rules, regulations and governmental orders applicable to such party.

13.3 Amendments   This agreement may be amended or supplemented from time to time, but only by a written instrument executed by Customer and Panosoft. As used herein, the term

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"Agreement" shall include any future amendments or supplements made hereto.

13.4 <u>Construction</u> The terms "Section" or "Sections" used herein shall refer to the section or sections of this Agreement. The titles and subtitles used herein are not a part of this Agreement, are included solely for convenient reference to the Sections hereof, and have no bearing on the terms and conditions hereof. The singular used herein shall include the plural, and the plural used herein shall include the singular.

13.5 <u>Recitals and Schedules</u> The Recitals to this Agreement and the Schedules attached to this Agreement shall be considered part of the Agreement and are incorporated herein by this reference.

13.6 <u>Survival</u> The provisions of sections titled, "Compensation," "Grant of License," "Warranty," "Confidentiality," "Liability," "General Provisions," and "Termination" shall survive any termination or expiration of this Agreement and the License granted herein.

13.7 <u>Relation Between the Parties</u> This Agreement shall not be construed to constitute either party as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of the other party, or to bind the other party in any manner or thing whatsoever.

13.8 <u>Assignment</u> Neither this Agreement, the License granted herein nor any other right or obligation hereunder shall be assigned, delegated or otherwise transferred by either party, without the prior written consent of the other party. Notwithstanding the preceding sentence, Panosoft may assign, delegate, or otherwise transfer this Agreement, the License granted herein, and Panosoft's rights and obligations hereunder to any affiliate of Panosoft or to any successor of Panosoft's business or any part thereof, without the prior written consent of Customer.

13.9 <u>Successors</u> Subject to the restrictions in section titled, "General Provisions – Successors," this Agreement shall bind and inure to benefit of the respective assigns, successors, representatives and affiliates of the parties.

13.10 <u>Waiver</u> The failure of either party to insist upon strict performance of any provision of this Agreement when and as called for or due, or to exercise any right provided for in this Agreement, shall not be deemed a waiver or relinquishment for the future of any such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce or exercise any other provision or right in this Agreement.

13.11 <u>Certain Remedies</u> The parties acknowledge and agree that any breach by Customer of the section titled, "Confidentiality" of this Agreement would cause irreparable damage to Panosoft, the exact amount of which would be impossible to ascertain, and for that reason, Panosoft shall be entitled to injunctive relief in the event of any actual or threatened breach of the section titled, "Confidentiality." Such relief shall be in addition to any remedies to which Panosoft shall be entitled under law or otherwise.

13.12 <u>Governing Law</u> The validity, interpretation, and performance of this Agreement shall

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be controlled by and construed under the laws of the State of California, U.S.A., without regard to such state's choice of laws.

13.13 Severability If any of the provisions of this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the fullest extent permitted by law.

13.14 Notices Any notice, payment or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given either: (i) upon personal delivery; or (ii) two (2) calendar days after being sent by facsimile, e-mail, telex, or telegram, or five (5) calendar days after being deposited in the mail (registered or certified first class, postage prepaid), addressed to the parties at their addresses as set forth in the section with "Notice to Parties," or to such other addresses as the parties shall furnish by written notice.

13.15 Notices to Parties and Change of Address: All notices to be given by the parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, and return receipt requested.

Notice to Customer shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD
PLACERVILLE, CA 95667-5321
ATTN: CONTRACTS UNIT

Or to such other location as Customer directs with a copy to

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667-5321
ATTN: PURCHASING AGENT

Notices to Panoramic Software Corporation shall be addressed as follows:

PANORAMIC SOFTWARE CORPORATION
336 BON AIR CENTER #369
GREENBRAE, CA 94904
ATTN: TIM MC CRACKEN, VICE PRESIDENT

Or to such other location as Panoramic Software Corporation directs.

Change of Address: In the event of a change in address for Panosoft's principal place of business, Panosoft's Agent for Service of Process, or Notices to Panosoft, Panosoft shall

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notify Customer in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the Customer Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any Customer office or location referred to or impacted by this Agreement, Customer shall notify Panosoft in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said Notice shall become a part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

13.16 Enforcement If either party shall bring an action of any nature against the other party by reason of the breach of any provision of this Agreement, or otherwise arising out of this Agreement, whether for declaratory or other relief, the prevailing party in such action shall be entitled to such party's reasonable expenses relating to such action, including its costs of suit and attorneys' fees.

13.17 Venue The venue for any action against any party by reason of breach of this agreement is in El Dorado County.

13.18 California Residency Panosoft must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Panosoft shall be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to Panosoft during term of the Agreement. This requirement applies to any Agreement exceeding $1,500.00.

13.19 Annual Audit Panosoft acknowledges that contracts involving the expenditure of public funds in excess of $10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code § 8546.7. Panosoft shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Panosoft, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, Panosoft shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

13.20 Contract Administrators The Customer employees with responsibility for administering this Agreement are:

Pam Carter, Program Manager Adult Protective Services, or successor
Machelle Rae, Program Manager General Assistance, or successor
Jayle Goucher, Program Manager, Public Guardian, or successor

13.21 Authority The signatories to this Agreement represent that they have all requisite authority to enter into the terms herein.

13.22 Entire Agreement The parties acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter contained herein, and supersedes all prior or contemporaneous proposals, understandings, representations, conditions, warranties, covenants and other communications between the parties, whether oral or written, relating to such subject matter.

14. **TERMINATION**: This Agreement may be terminated by either party upon material failure of the other party to perform its responsibilities and obligations hereunder by submitting notice in writing to the other party of material failure, provided the material failure has not been corrected within sixty (60) days after receipt of such notice. Customer upon ninety (90) days notice may terminate the maintenance agreement granted herein for any reason. If such prior termination is effected, Customer shall pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Panosoft, and for such other services, which Customer may agree to in writing as necessary for contract resolution. In no event, however, shall Customer be obligated to pay more than the total amount of the contract. Upon the 90th day of the Notice of Termination, Panosoft shall promptly discontinue all services affected unless the notice directs otherwise. This Agreement may be terminated by Panosoft upon thirty (30) days' notice of failure by Customer to pay any monetary obligation hereunder or failure by Customer to pay any monetary obligation outstanding under Customer's Software License Agreement with Panosoft. Panosoft acknowledges that Customer is a governmental agency, and as such has fiscal legal limitations, including, but not limited to, the availability of funding from fiscal year to fiscal year for ongoing contracts. Panosoft agrees that in the event Customer is required to terminate this contract as a result of necessary fiscal appropriation for the contract, such termination shall not be considered a default by Customer for any terms thereof and no liability will be placed on Customer.

14.1 Consequence to termination: Upon any termination of the License granted herein: Customer shall immediately cease using the System; and Customer shall within ten (10) days after the date of termination, return to Panosoft the System and all other materials provided to Customer hereunder, and all copies thereof in Customer's possession or under its control. Notwithstanding the preceding sentence, if Customer has terminated this Agreement in accordance with the section this titled, "Termination," and Customer has paid to Panosoft the full amount of the fee provided in the section titled, "Compensation," unless Panosoft is in breach of any of the terms herein, then Customer may retain the System and continue to use the System, subject to the provisions in sections titled, "Grant of License," "Confidentiality," "Liability," and "General Provisions."

All other terms of the Software License Agreement between the parties shall govern this Software Maintenance Agreement. To the extent that there is any conflict between the terms of the agreements, the Software License Agreement provisions shall prevail.

Agreed to:
County of El Dorado

By: _____
        Brian Veerkamp

Title: <u>Chair</u>

Date: _____

ATTEST:
James S. Mitrisin

By:_____

Date:_____

Accepted By;
Panoramic Software Incorporated

_____
Tim McCracken, Vice President

Date: _____4/13/15_____

COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

BACKGROUND:

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

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

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates

    a. Maximum Rate Policy

    b. Private Auto

    c. Meals

    d. Lodging

    e. Other

6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures

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

POLICY:

1. General Policy

   a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.

   b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.

   c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.

   d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.

   e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.

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

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

2. Approvals Required

a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.

b. Chief Administrative Office approval is required when travel involves any of the following:

(1) Transportation by common carrier (except BART), e.g., air, train, bus.

(2) Car rental.

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(3)   Out-of-county overnight travel.

(4)   Members of boards or commissions, or non-county personnel.

(5)   Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c.   It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3.   Travel Participants and Number

a.   Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b.   The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c.   If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

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

(1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.

(2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for the purpose of discussing important issues related to County business and policies.

(3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.

(4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

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

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b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.

c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head

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

5. Reimbursement Rates

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

b. Private Auto

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

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

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

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

c. Meals

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

(1) When meals are approved as part of a program for special training sessions, conferences, and workshops;

(2) When employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;

(3) When the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;

(4) When Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

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

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

Maximum Allowable Meal Reimbursement

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

d.   Lodging

(1)   Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).

(2)   Lodging may be reimbursed up to $125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when

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

(3)   Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

(4)   Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e.   Other Expenses

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

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

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

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

6. Advance Payments

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

7. Compliance - Claimant Responsibility

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

8. Procedures:

a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.

b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.

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c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.

d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.

f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.

g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the

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

h.   Expense Claim Form

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