



Decade Software Company, LLC

**San Mateo County Environmental Health
Division**

License and Support Agreement

Agreement Number 1054

Revision 1.6

April 3, 2007

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.

Contents

1.	Definitions	2
2.	License	2
3.	Ownership.....	3
4.	Prices, Adjustments, and Taxes	4
5.	Support Services	4
6.	Items Not Covered by this License and Support Fee	6
7.	Warranty and Limitation of Decade's Liability	7
8.	Client Responsibilities.....	8
9.	Version and Module Upgrades	8
10.	Early Termination.....	8
11.	Actions Upon Termination	9
12.	Access to Client Systems	9
13.	Notice.....	10
14.	Non-Discrimination and Other Requirements	10
15.	Compliance with San Mateo County Employee Jury Service Ordinance	11
16.	General	11
17.	Acceptance of Agreement	13
Appendix A.	Volumes, Prices, and Payment Schedule for License Fees.....	14
Appendix B.	Dates and Term	18
Appendix C.	Professional Services Rates.....	19
Appendix D.	Envision Connect Migration Project	20

LICENSE AND SUPPORT AGREEMENT

THIS AGREEMENT made this 1 day of June, 2007.

BETWEEN:

DECADE SOFTWARE COMPANY, LLC. ("Decade") with principal place of business at 4201 West Shaw Avenue, Suite #102, Fresno, California 93722, and San Mateo County Environmental Health Division (hereinafter "Client") with principal place of business at 455 County Center, 4th Floor, Redwood City, CA 94063.

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

AND WHEREAS Client desires to obtain from Decade a non-exclusive license 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:

Appendix	Description
Appendix A	Volumes, Prices, and Payment Schedule for License Fees
Appendix B	Dates and Term
Appendix C	Professional Services Rates
Appendix D	EnvisionConnect Migration Project

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.
- 1.9. Envision/EnvisionConnect. The term Envision/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.

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 non-exclusive, 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 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.

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 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 Decade's property rights in the Licensed Materials and shall, under no circumstances, sell, lease, sublease, sublicense, assign, barter, 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 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.

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.

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.

4.5. 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.

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

4.7. 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.

4.8. In no event shall the Client's total fiscal obligation under this Agreement exceed six-hundred twenty-five thousand, six hundred ninety-nine dollars, (\$625,699.00).

5. Support Services

The following services are included in the license and support fees:

- 5.1. Telephone Support Decade provides telephone support via a toll free number for Client's usability questions and/or problem resolution. Support is provided during Decade's regular business hours (8:00 A.M. to 5:00 P.M., Pacific Time, Monday through Friday, with Federal and State holidays excluded.) Issues can be reported 24-hours a day by RTI WebFirst, e-mail, fax or telephone. Decade supports both the applications developed in-house and the database backend on which these applications run.
- 5.2. Web-based Support All clients have 24-hour access to our web resources. This includes all system documentation, EnvisionConnect upgrade files, and monthly "Did You Know?" newsletter of system workflows tips. Web resources allow clients to search Decade's Knowledge Base of known EnvisionConnect issues and suggestions and instantly send issues to Decade technical support staff via an online support form.
- 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. User Group Meetings 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.
- 5.5. 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) was included in 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.
- 5.6. List Server Decade's clients use a list server to share information. Workflows for the Licensed Programs, environmental regulation workflows, user-customized reports, and general questions and answers are available.

- 5.7. **Decade Exchange** Decade Exchange is a web-based file exchange solution that provides a secure area where clients can share files. Clients have the freedom to upload/download useful reports, scripts, and other files at times most convenient to them.
- Clients have a searchable archive of environmental regulation workflows, Licensed Programs workflows, user-customized reports, scripts, and general questions and answers that can be accessed through keyword searches. Users have the option of drilling down through categories or searching for files by using a search dialog box.
- 5.8. **Client Relationship Management** RTI CustomerFirst is 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.

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 that are agreed upon as a condition of this Agreement. Services not specifically included in this contract 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 8:00 A.M. to 5:00 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.
- 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 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 ABOVE, AND IN SECTION 5 LICENSED PROGRAMS MAINTENANCE OF THIS AGREEMENT, 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. CLIENT'S SOLE AND EXCLUSIVE REMEDIES AND DECADE'S ONLY OBLIGATIONS UNDER THE WARRANTY 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.

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 will not be liable for any damage resulting from loss of data (unless caused by Decade staff accessing Client's computers), profits, use of products, claims by third parties, or for any incidental or consequential damages. In no event will Decade's liability exceed the amount paid by Client for the product or service that caused the claim.

7.8. Punitive damages shall not be permitted under any circumstances.

8. Client Responsibilities

Client is responsible for the following:

- 8.1. Timely payment of Decade invoices.
- 8.2. Provision of appropriate operating environment for Client's computer system, Client employees, and Decade staff when at Client location.
- 8.3. Provision of knowledgeable, competent operators with an understanding of Client's operations.
- 8.4. Scheduled training to properly prepare Client's staff to use Licensed Programs.
- 8.5. Backing up files and Licensed Programs daily, or whenever they change, and keeping them in a secure place.
- 8.6. Notifying Decade of a problem as soon it appears.

9. Version and Module Upgrades

9.1. 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.

9.2. 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.

10. Early Termination

10.1. 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.

10.2. This Agreement may be terminated by either party at any time without a requirement of good cause upon one-hundred-eighty (180) days' written notice of intent to terminate to the other party. Termination may be delayed beyond the one-hundred-eighty (180) days by mutual consent and renewable ninety (90) days' prior written notice(s) of a request(s) to delay termination.

11. Actions Upon Termination

11.1. 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 returned to Decade or destroyed by Client.

11.2. Decade shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. In the event that Client has already made a payment for work/services that were to be provided after the date of termination, Decade will refund that portion of the payment. In the event Client continues the use of the Licensed Materials after the agreed upon termination date, Decade shall continue to receive payment until Client ceases use of the Licensed Materials.

12. Access to Client Systems

12.1. 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.

12.2. All services to be performed by Decade pursuant to this Agreement shall be performed in Accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 or the Rehabilitation Act of 1973, as amended which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the even of a conflict between the terms of this agreement and State, Federal, County, or municipal law regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Decade will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Notice

13.1. 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
4201 West Shaw Avenue, Suite 102
Fresno, CA 93722

Phone: 800-233-9847 ext 703
Fax: 559-271-2892
E-mail: kevindelaney@decadesoftware.com

For Client:
Lorraine Lew-White
Health Services Manager
455 County Center, 4th floor
Redwood City, CA 94063

Phone: (650) 363-4723
Fax: (650) 363-7882
E-mail: llew@co.sanmateo.ca.us

14. Non-Discrimination and Other Requirements

14.1. Decade shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

14.2. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

14.3. Equal employment opportunity. Decade shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Decade's equal employment policies shall be made available to County of San Mateo upon request.

14.4. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Decade to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;

- ii) disqualification of Decade from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Decade's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Decade under the Contract or any other Contract between Decade and County.

Decade shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Decade that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Decade shall provide County with a copy of their response to the Complaint when filed.

14.5. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Decade shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

14.6. Decade shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

15. Compliance with San Mateo County Employee Jury Service Ordinance

Decade shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from Decade, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with Decade or that Decade deduct from the employees' regular pay the fees received for jury service.

16. General

16.1. Decade shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of Client. Any such assignment or subcontract without the Client's prior written consent shall give Client the right to automatically and immediately terminate this Agreement.

16.2. 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.

16.3. 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.

16.4. This Agreement shall be governed by California law, and the court of competent jurisdiction shall be in Redwood City, California.

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.

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

Client Representative – Rose Jacobs Gibson, President,
Board of Supervisors

Title:

Agency or Division: San Mateo County Environmental Health Division

Phone:

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, Managing Member

4-6-2007
Date Agreed

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

A.1 Number of Inspectors

Inspectors and Program Areas	Numbers
Number of Inspectors	60
Number of Inspectors Using EnvisionConnect Remote	12 with 17 additional added by 2012

A.2 Licensed Programs

EnvisionConnect –Licensed Programs Included in this Agreement:

- ☒ EnvisionConnect
- ☒ EnvisionConnect Remote Use
- ☒ EnvisionConnect Press Agent
- ☐ Extender
- ☐ Batch Payments Import Tool (BPI)
- ☐ PA to CUPA Transfer Process (PACT)
- ☐ Epitome
- ☐ Mobile Vector Control Management
- ☒ Household Hazardous Waste Management System

A.3 EnvisionConnect Prices

A.3.1 Prices – Please See Section A.4 for 5 year Contract Costs

A.3.2 Fiscal Year is defined as July 1st through June 30th

Ck	Annual License and Support Fees	Monthly Cost
	Envision	\$ 7,188.00
<input checked="" type="checkbox"/>	FIS	\$ 600.00
<input checked="" type="checkbox"/>	Press Agent	\$ 1,042.00
<input checked="" type="checkbox"/>	Household Hazardous Waste	\$ 147.00
	Subtotal	\$ 8,977.00
Ck	ASP Hosting Services	Monthly Cost
<input type="checkbox"/>	ASP Per Inspector Fee	\$

Ck	One Time Professional Service Fees for FY 2006-2007	Amount
<input type="checkbox"/>	Needs Analysis and Configuration	\$0.00
<input type="checkbox"/>	Training Package	\$0.00
<input type="checkbox"/>	Data Conversion from Legacy System(s)	\$0.00
<input type="checkbox"/>	Report Development	\$0.00
<input type="checkbox"/>	Public User Portal Set Up	\$0.00
<input type="checkbox"/>	Interface Design	\$0.00
<input type="checkbox"/>	Project Travel	\$0.00
	Total Professional Service Fees	\$ -

A.4 Five Year Contract Costs

June 2007-May 2012

FY 2006-2007 (1 month)	Envision License and Support	\$7,188.00
	Envision Press Agent License and Support	\$1,042.00
	Envision HHW Appt Scheduler	\$147.00
	Remote License and Support @12 users	\$600.00
	Total	\$8,977.00
FY 2007-2008	Envision License and Support	\$86,255.00
	Envision Press Agent License and Support	\$12,500.00
	Envision HHW Appt Scheduler	\$1,764.00
	Remote License and Support @13 users	\$7,800.00
	Miscellaneous training, specialized reports etc	\$3,000.00
	Total	\$111,319.00
FY 2008-2009	Envision Connect License and Support	\$86,255.00
	Envision Press Agent License and Support	\$12,500.00
	Envision Connect HHW Appt Scheduler	\$1,764.00
	Remote License and Support @26 users	\$15,600.00
	Miscellaneous training, specialized reports etc	\$3,000.00
	CPI Price Increase*	\$5,806.00
	2 days onsite training	\$2,800.00
	Travel	\$560.00
	EnvisionConnect Migration Project	\$7,440.00
	Total	\$135,725.00
FY 2009-2010	Envision Connect License and Support	\$86,255.00
	Envision Press Agent License and Support	\$12,500.00
	Envision Connect HHW Appt Scheduler	\$1,764.00
	Remote License and Support @26 users	\$15,600.00
	Miscellaneous training, specialized reports etc	\$3,000.00
	CPI Price Increase*	\$6,046.00
	Total	\$125,165.00

FY 2010-2011	Envision Connect License and Support	\$86,255.00
	Envision Press Agent License and Support	\$12,500.00
	Envision Connect HHW Appt Scheduler	\$1,764.00
	Remote License and Support @29 users	\$17,400.00
	Miscellaneous training, specialized reports etc	\$3,000.00
	CPI Price Increase*	\$6,368.00
	Total	\$127,287.00
FY 2011-2012 11 months	Envision Connect License and Support	\$79,068.00
	Envision Press Agent License and Support	\$11,462.00
	Envision Connect HHW Appt Scheduler	\$1,617.00
	Remote License and Support @29 users	\$15,950.00
	Miscellaneous training, specialized reports etc	\$3,000.00
	CPI Price Increase*	\$6,129.00
	Total	\$117,226.00

Total Contract (not to exceed): \$625,699.00

*CPI Price increases are subject to prior approval by the Director of Environmental Health not to exceed 5% each year.

A.5 Payment Schedule

License and Support Fees

Payment Percentage

100	Percent	Due Monthly
-----	---------	-------------

All invoices are payable net thirty (30) days.

A.6 Payment Frequency

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

Ck Payment Frequency

- ☐ Annually
☐ Quarterly
☒ Monthly

A.7 Client Taxes

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

A.8 Client Contact for Billing Issues

License and Support Agreement
Decade Software Company, LLC

17

Client Contact Person for Billing Issues
Mary Tappan
Executive Secretary
455 County Center, 4th floor
Redwood City, CA 94063

Phone: (650) 363-4396
Fax: (650) 363-7882
E-mail: mtappan@co.sanmateo.ca.us

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 five (5) years, 06/01/2007 to 05/31/2012.

Milestone Summary

Milestone	Date
Effective Date:	06/01/07
Anniversary Date	06/01/07
Agreement Term Begins	06/01/07
Agreement Term Ends	05/31/12

Appendix C. Professional Services Rates

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

The following rates will apply for the listed professional services.

Item	Rate	Per Unit
Professional Services		
• Custom Programming	\$120.00	Hour
• Consultation	\$120.00	Hour
• Report Development	\$120.00	Hour
Training		
• Training at Client Facility	\$1,400.00	Day
• Training at Decade Facility	\$1,400.00	Day
• Training Online Using WebEx	\$100.00	Hour
Support		
• Phone Support Outside Normal Service Hours	\$180.00	Hour
• Third Party Support	\$120.00	Hour
Travel Expenses		
• Travel Per Diem	\$280.00	Day
• Airfare	\$300.00-500.00	Flight

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

All prices are exclusive of any applicable taxes

L:\CLIENT\E_DEPTS\ENVHEALT\2007\Decade Agreement Final Review.doc

Appendix D. Envision Connect Migration Project

The EnvisionConnect Migration Project consists of migrating the Client's production database from Envision to EnvisionConnect and upgrading the Client's Household Hazardous Waste application from Sybase to Microsoft SQL Server 2005.

Decade will perform the EnvisionConnect Migration Project remotely via WebEx and/or VPN to install upgrades, configure systems and conduct testing for both the test and production environment.

The EnvisionConnect Migration Project will be scheduled at a mutually agreeable timeframe, however it must be completed within the term of the contract.

Decade will:

- Deploy a test system on Decade Software Company's Rackspace server
- Turnkey deployment of EnvisionConnect
- Update the Household Hazardous Waste application to support Microsoft SQL Server 2005, including a test environment.

The cost of the EnvisionConnect Migration Project shall not exceed seven thousand, four hundred forty dollars (\$7,440.00). Decade will invoice Client for this project as follows:

- 50% payment upon loading Client's migrated data to a test environment and providing access to Client for testing
- 25% payment upon verification by Environmental Health that current features are in place and functioning to their satisfaction
- 25% payment upon first productive use of the system in a live environment, including all of the functionalities listed above.

County of San Mateo
Contractor's Declaration Form

SAN MATEO COUNTY
ENVIRONMENTAL HEALTH

APR 10 2007

RECEIVED

I. CONTRACTOR INFORMATION

Contractor Name:	Decade Software Company, LLC	Phone:	(800) 233-9232
Contact Person:	Kevin Delaney	Fax:	(559) 271-2892
Address:	4201 W. Shaw Ave., Suite 102 Fresno, CA 93722		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Kevin Delaney
Signature

4-6-2007
Date

Kevin Delaney
Name

Owner / Member
Title

Waiver Request Memo

Date: March 6, 2007
To: John Maltbie, County Manager
From: Dean D. Peterson, Director, Environmental Health
Subject: Waiver Request

The following waiver and/or modification is being requested:

Equal Benefits Ordinance _____
Non-Discrimination Enforcement Language _____
Extending the contract beyond three years X
Contractor Employee Jury Service Ordinance _____

to enter into or a contract with Decade Software Company, LLC. to provide an environmental health information management system, for a term of June 1, 2007 to May 30, 2012, in the amount of \$625,699.

This waiver and/or modification is necessary and in the best interest of the County for the following reason(s):

- ☐ Necessary in order to respond to an emergency
- ☐ Sole Source
- ☐ No compliant contractors are capable of providing the goods/service
- ☐ Inconsistent with a grant, subvention or agreement with a public agency
- ☐ Is part of a Cooperative or Joint Purchasing Agreement
- ☒ Other

Included is a detailed explanation of the reason(s) checked above.

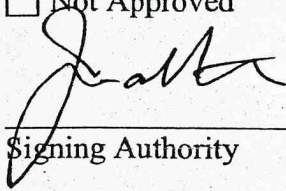
As a result of a Request for Proposal (RFP) process conducted in January 2007, Decade Software Company, LLC has been awarded the contract to continue to provide Environmental Health with an information management system. Environmental Health has been using Decade's Envision system since 1994. The system maintains information related to staff activities, regulated facilities, investigations, billing and accounting and is designed to meet the changing needs of Environmental Health programs.

Decade periodically makes software upgrades and enhancements available to its clients. Decade is in the final development of a major web-based upgrade to its system. It is estimated that Environmental Health will be upgraded to the new system, EnvisionConnect, by late 2009. The upgrade will increase productivity of inspection staff as well as efficiencies in processing permits,

responding to complaints and generating reports. The upgrade is workflow based which should also decrease the time spent in training new staff.

Entering into a five-year contract versus a three-year contract will allow Environmental Health the time to utilize the upgraded system prior to developing a new RFP.

- ☒ Approved
☐ Not Approved



Signing Authority

3-8-07

Date

CONTRACT INSURANCE APPROVAL**DATE:** March 20, 2007**TO:** Faiza Steele, **FAX:** 363-4864 **PONY:** EPS 163**FROM:** Tere Larcina, Environmental Health**PHONE:** x4729 **FAX:** x7882 **PONY:** HOS126**The following is to be completed by the department before submission to Risk Management:****CONTRACTOR NAME:** Decade Software Company, LLC**DOES THE CONTRACTOR TRAVEL AS PART OF THE CONTRACT SERVICES?** Yes, occasionally when required.**NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:** More than one.**DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:** Decade Software Company will provide Environmental Health with an integrated computer application that tracks information related to staff activities, regulated facilities, investigations, billings and accounting. Services include supporting this system.**The following will be completed by Risk Management:**

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	\$1mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Faiza Steele
Risk Management Signature

3/20/07
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/4/2006

PRODUCER (559) 432-0222
 DiBuduo & DeFendis Insurance Brokers, LLC
 License #0E02096
 P.O. Box 5479
 Fresno, CA 93755-5479

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Decade Software Company, LLC
 4201 W. Shaw, #102
 Fresno, CA 93722

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Employers Fire Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1U25338	8/1/2006	8/1/2007	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1U25338	8/1/2006	8/1/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	1U25338	8/1/2006	8/1/2007	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	1U25338	8/1/2006	8/1/2007	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Cancellation: Ten day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER

San Mateo County Environmental health
 Attn: Ms. Lorraine Lew-White
 455 County Center, 4th Floor
 Redwood City, CA 94063-1646

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID PR
DECAD-1

DATE (MM/DD/YYYY)

12/22/06

PRODUCER
Kerber Insurance Agency LLC
Duane Kerber
1401 19th Street Suite 200
Bakersfield CA 93301
Phone: 661-325-2202 Fax: 661-325-2322

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Decade Software Company LLC
4201 W. Shaw Ave, Ste #102
Fresno CA 93722

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ACE Property & Casualty Ins.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY. AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	C43850258	12/31/06	12/31/07	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				SAN MATEO COUNTY ENVIRONMENTAL HEALTH

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

APR 10 2007

RECEIVED

CERTIFICATE HOLDER

SANMATE

San Mateo County
Environmental Health
Lorraine Lew-White
455 County Center, 4th floor
Redwood City CA 94063-1646

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Duane Alan Kerber