SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 1/14/05
Source Code: PUBWK
Agenda Date: 1/25/05
INVENUM: 55699
Resolution(s):
Ordinance(s):
Contract(s): 43289
Continue Date(s):

Index: --Letter of Public Works Department
--Independent Contractor Agreement
--Licensing Agreement

Item: 51. APPROVED independent contractor agreement and licensing agreement with Cascade Software Systems, incorporated for the Cost Accounting Management System Version **4.5** for a total not-to-exceed amount of $67,500, and authorized the Director of Public Works to sign the agreements on behalf of the County, as recommended by the Director of Public Works

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: 1/25/05
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY _____ DEPUTY

AGENDA: JANUARY 25,2005

January 12, 2005

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: COST ACCOUNTING MANAGEMENT SYSTEM 4.5 UPGRADE

Members of the Board:

In April 1999, the Department of Public Works implemented a new cost accounting system, the Cost Accounting Management System (CAMS) 4.0, developed by Cascade Software Systems Inc. This technology is now incompatible with current software platforms that are County standards. In order to conform to County standards and improve operating efficiency and effectiveness, it is recommended that the new version of CAMS (4.5) be acquired. This upgrade improves management reports, simplifies data entry, increases security, provides voucher warrant information and offers the ability to implement electronic timekeeping. It also reduces the number of desktop and network operating systems currently used by Public Works. Lastly, it is consistent with Auditor-Controller and Information Services system migration plans for relational databases and web-based technology. The cost of the upgrade is $67,500 and was included in the department's 2004/05 budget.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached independent contractor agreement and licensing agreement with Cascade Software Systems, Inc. for the Cost Accounting Management System Version 4.5 for a total not-to-exceed amount of $67,500.

2. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

TLB:LTD:mh

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Gary A. Knutson, Auditor-Controller
Cuong Nguyen, Information Services Department
Public Works

camupgrademh

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [signature] (Signature) 11/16/04 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☒ Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and CASCADE SOFTWARE SYSTEMS, INC.
P.O. Box 10723, Eugene, OR 97440-2723 (Name/Address)

2. The agreement will provide THE COST ACCOUNTING MANAGEMENT SYSTEM VERSION 4.5 SOFTWARE.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2005

4. Anticipated Cost is $ 67,500 ☐ FIX ☐ Monthly Rate a Annual Rate ☒ Not to Exc.

Remarks: CONTRACT $67,500; NO DEPARTMENT OVERHEAD

5. Detail: ☐ On Continuing Agreements List for FY ___ . Page CC-___ Contract No: ___ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6, Appropriations/Revenues are available and are budgeted in 601000! 60014! 3489! (Index) 5862 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations (are) / are not available and (have been) / will be encumbered.

Contract No: 043289
BY: Renee Hamson Date: 11/23/04
Aditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the OF PUBLIC WORKS (Department/Agency)

Date: 11-24-04 By: [signature]
LTD :mh County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I, Susan A. Mauriello ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 11/23 20 05

By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO ___ $ ___ ___ ___ ___ ___
Document No. 51 JE Amount Lines H/TL Keyed By Date

TC110 ___ $ ___ ___/___ ___
Auditor Description Amount Index Sub object User Code

Contract No. 43289

INDEPENDENT CONTRACTOR AGREEMENT 0421

THIS CONTRACT is entered into this 25th day of January 2005, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CASCADE SOFTWARE SYSTEMS, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: UPGRADE THE COST ACCOUNTING MANAGEMENT SOFTWARE 4.0 TO VERSION 4.5 AS PER ATTACHMENT A.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT-TO-EXCEED $67,500 PER ATTACHMENT B.

3. TERM. The term of this contract shall be: FEBRUARY 1,2005 THROUGH AUGUST 31,2005.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each

1/25/05

51

subcontractor equivaler' that required of CONTRACTOR in t' Agreement, unless CONTRACTOR and COUNTY both initial here _____/_____ 0422

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTORs vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of $500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of $1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of $1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available.and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

> "The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

51

"T insurance shall not be canceled until r thirty (30) days prior written notice has been given to:

0423

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EOUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement

0424

by a subcontractor compensated more than $50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to
be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public ,business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. OFF-SHORE OUTSOURCING. By their signature to this Agreement, the CONTRACTOR certifies that any work done under this contract, either by the CONTRACTOR or any SUBCONTRACTOR, will be performed solely by workers within the United States.

10. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

51

11. CONTRACTOR is responsible to pay prevailing wages and maintain records as

required by Labor Code Section 1770 and following.

12. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY. 0425

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

15. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

16. ATTACHMENTS. This Agreement includes the following attachments: ATTACHMENTS A AND B

17. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #16 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of $50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

> "CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

0426

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

APPROVED AS TO FORM:

By: _____
Assistant County Counsel

CONTRACTOR
CASCADE SOFTWARE SYSTEMS, INC.

By: _____

Address: P.O. Box 10723
Eugene, OR 97440-2723

Telephone: (541) 343-9160
FAX: (541) 343-8724
E-MAIL aada@,cascadesoftwaresystems.com

JS:mh

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

51

LICENSING AGREEMENT

FOR

COST ACCOUNTING MANAGEMENT SYSTEM SOFTWARE

TABLE OF CONTENTS

1. INTRODUCTION	**1**
2. MUTUAL ASSENT	**1**
3. WIN-CAMS **4.5** LICENSE	**1**
4. CONFIDENTIAL INFORMATION	**1**
4.1. Non-disclosure and Limited Use	**1**
4.2. Confidentiality Extends Beyond Performance	**1**
4.3. Security Compliance	**1**
5. PROPRIETARY RIGHTS IN **WORK** PRODUCT	**2**
5.1. Existing Programs	**2**
5.2. New Programs	**2**
5.3. CONTRACTOR's Right to Develop Similar Programs	**2**
5.4. Rights Extend Beyond Performance	**2**
6. PROSELYTIZING	**2**
6.1. CONTRACTOR Not to Hire COUNTY Employee	**2**
6.2. CONTRACTOR's Right to Assign Personnel	**2**
7. FORCE MAJEURE	**2**
8. ASSIGNMENT	**3**
9. NOTICES AND AUTHORITY TO MODIFY	**3**
10. SIGNATURES	**3**

LICENCING AGREEMENT

FOR

COST ACCOUNTING MANAGEMENT SYSTEM SOFTWARE

1. INTRODUCTION

THIS AGREEMENT, dated this 25th day of January, 2005, is between **COUNTY of Santa Cruz,** a political subdivision of the State of California, hereinafter referred to as "COUNTY", having its principal office at Santa Cruz, California, and Cascade Software Systems, Inc., an Oregon corporation, hereinafter referred to as "CONTRACTOR", having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon.

2. MUTUAL ASSENT

Pursuant to Government Code Sections 31000 and 53060, COUNTY hereby engages CONTRACTOR and CONTRACTOR hereby promises to provide certain final design, program development and training and system implementation as specified in Independent Contractors Agreement, Contract No. 43289 and according to the terms and conditions contained herein.

3. WIN-CAMS 4.5 LICENSE

CONTRACTOR grants to COUNTY a perpetual, royalty-free, non-exclusive, irrevocable, and non-transferable license to use, solely for COUNTY purposes any CONTRACTOR-owner programs, including system software, utilized by CONTRACTOR in performance of this Agreement.

4. CONFIDENTIAL INFORMATION

4.1. Non-disclosure and Limited Use

CONTRACTOR acknowledges that it will gain access to confidential data and information by reason of this Agreement, and CONTRACTOR further acknowledges that irreparable harm to COUNTY can be occasioned by disclosure of that data and information. CONTRACTOR warrants that it shall treat all data, information, sensitive forms, records and documents which come into its possession, or to which it gains access, under this Agreement, as strictly confidential and proprietary to COUNTY. CONTRACTOR shall exercise a standard of care to protect said data, information, sensitive forms, records and documents that is at least as high as that used by CONTRACTOR to protect its own confidential and proprietary data. CONTRACTOR shall not use said data, information or other information except for COUNTY business.

4.2. Confidentiality Extends Beyond Performance

Upon completion of this Agreement, the provisions of this section 4 shall continue to survive.

4.3. Security Compliance

CONTRACTOR agrees that it and its personnel shall at all times comply with all security standards, practices, and procedures which COUNTY may from time to time establish with respect to information and

materials which come into CONTRACTOR's possession, or to which CONTRACTOR gains access, under this Agreement. CONTRACTOR further agrees that it and its personnel shall at all times comply with all Federal, State and local laws and regulations respecting confidentiality of the records and data which come into CONTRACTOR's possession, or to which CONTRACTOR gains access, under this Agreement. CONTRACTOR shall take all necessary and appropriate measures to assure that its personnel comply with the requirements of this Section. COUNTY may ask CONTRACTOR to require its employees to sign binding agreements acknowledging such compliance.

5. PROPRIETARY RIGHTS IN WORK PRODUCT

5.1. Existing Program

CONTRACTOR and COUNTY shall retain title to respective proprietary computer programs owned at the commencement of this Agreement, including program modifications and enhancements to such programs; and each party shall be without rights, title, or interest in or to such programs owned by the other party, except as is expressly set forth in this Agreement or by separate written agreement between the parties.

5.2. New Program

CONTRACTOR shall retain title to newly developed proprietary computer programs including program modifications and enhancements to such programs.

5.3. CONTRACTOR's Right to Develop Similar Programs

This agreement shall not preclude CONTRACTOR from developing and marketing systems, programs, data or materials developed at CONTRACTORs sole expense similar to those systems, programs, data or material originated for COUNTY under this Agreement.

5.4. Rights Extend Beyond Performance

Upon completion of this Agreement, the provisions of this section 5 shall continue to survive.

6. PROSELYTIZING

6.1. CONTRACTOR Not to Hire COUNTY Employee

CONTRACTOR agrees that during the term of this Agreement and for one (1) calendar year thereafter, without COUNTY's written consent, it shall not induce or persuade an employee of the COUNTY to join the CONTRACTOR.

6.2. CONTRACTOR's Right to Assign Personnel

COUNTY must approve the CONTRACTOR's personnel assignments and may request changes in said assignments with reasonable cause. CONTRACTOR will promptly honor such requests.

7. FORCE MAJEURE

CONTRACTOR shall not be held responsible for delays in performing services as a result of acts beyond its control and without its fault or negligence, including, but not limited to acts of God or public enemies, acts of state or local governments or public agencies, utility or telecommunication delays or failures, accidents not resulting from CONTRACTOR's negligence, fire, flood, storms, epidemics, strikes, lockouts, industrial disturbances, war, rebellion or civil strife, or failure of COUNTY to provide requested data reasonably

required to perform CONTRACTOR's assigned task(s) where such failure was not caused in whole or in part by CONTRACTOR. In the event of a delay attributable to the foregoing, the time for performance of work hereunder shall be extended for a period of time equal to the delay.

8. ASSIGNMENT

This Agreement and the rights and obligations hereunder are not assignable or delegable by either party without prior written consent of the other party. Any such assignment or delegation is **VOID.**

9. NOTICES AND AUTHOFUTY TO MODIFY

All notices and other communications which may be or are required to be given under this Agreement shall be in writing and shall be deemed to have been given or made when delivered personally or mailed to the parties as set forth below, unless by such notice a different person or address shall have been designated:

CONTRACTOR: Mr. Aad F. Alkemade, President
Cascade Software Systems, Inc.
Post Office Box 10723
Eugene, OR 97440

COUNTY: County of Santa Cruz
Department of Public Works
Mr. Thomas L. Bolich
701 Ocean Street, Room 410
Santa Cruz, CA 95060

10. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

APPROVED **AS** TO FORM

By: _____
Office of County Counsel

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

CASCADE SOFTWARE SYSTEMS, INC.

By: _____
Aad F. Alkemade, President

COST ACCOUNTING

STATEMENT OF WORK

I. OVERVIEW

The following is a description of the work CONTRACTOR is to perform and the deliverables CONTRACTOR will provide for each CLIN.

The statement of work will serve as a key reference document during the acceptance phase of each CLIN.

11. WORK STATEMENT FOR EACH CLIN

1. CLIN1: WIN-CAMS 4.5

Implementation of and conversion to WIN-CAMS 4.5, client-server Windows version of "CAMS - Cost Accounting Management System" from current WIN-CAMS 4.0 version.

Conversions

Proposal includes cost quote conversion of all prior Fiscal Years historical data. During system testing CSS programmers will assist in converting test datasets between WIN-CAMS 4.0 and 4.5 databases (e.g. timecards, vendor invoices, etc.).

Database

Proposal is based on the implementation of MS SQL/Server 2000 / 2003.

Interfaces

All existing interfaces between WIN-CAMS 4.0 and Santa Cruz' FAMIS and Payroll systems will be available in proposed WIN-CAMS 4.5 system. Also, any additional interfaces or changes to existing interfaces will be considered part of the scope of this agreement.

Server Specifications

The Server needs at least 256 MB of RAM and at least a Pentium II Chipset. At least 2 GB of disk space should be allocated to WIN-CAMS.

Workstation Specifications

Each Workstation needs at least 64MB of RAM and at least a Pentium II Chipset.

111. CHANGES

Routine Changes

With respect to a given CLIN, COUNTY may at any time request routine changes to this CLIN and the CONTRACTOR will diligently proceed with the work as modified. COUNTY will **NOT** incur additional costs for routine changes. Routine changes are program modifications that do not functionally change the general scope of this CLIN.

Major Change Authorizations

With respect to a given CLIN, COUNTY may at any time request major changes to the general scope of this CLIN and the CONTRACTOR will submit a written response with cost estimates and a project schedule impact statement. The CONTRACTOR will accept a major change only if CONTRACTOR receives COUNTY's written change authorization. The CONTRACTOR shall not accept verbal major change authorizations. COUNTY will NOT be obligated to reimburse, pay or compensate CONTRACTOR for (i) labor or costs incurred in excess of the Fixed Price funding limit specified in Exhibit A for each CLIN or for (ii) labor or materials expenses incurred if major change work is performed under verbal authorization. These major changes require a Board of Supervisors change order to the contract.

IV. PERIODIC STATUS REPORTS AND FORMAT

CONTRACTOR will submit to COUNTY monthly status reports representing the progress toward completion.

1. The original contract costs.
2. Current period and cumulative cost for each CLIN.
3. Statement of problems and corrective actions taken.
4. Statement of concerns perceived by CONTRACTOR to be threats to timely completion,

V. ACCEPTANCE PROCEDURE

The CLINs identified in Exhibit **A** will be subject to the following acceptance procedure. The procedure is intended to ensure that the deliverables for each CLIN are complete, conform to the statement of work (Exhibit B) and conform to professional standards.

Upon completion of a CLIN, Contractor will deliver to the Public Works Contract Administrator all relevant documentation to support the deliverables for that CLIN. The Contract Administrator will distribute this documentation to the interested parties and schedule a critical review.

The critical review will take the form of a walk-through attended by the Contractor Project Manager and appropriate Contractor personnel, the Public Works Project Manager, the County Contract Administrator, and representatives of any of the following County Departments: Public Works and Auditor/Controller.

0434

County will make written requests to correct errors and omissions discovered in a critical review. Such request must be completed by Contractor and accepted by the County Contract Administrator prior to acceptance of the CLIN. Depending on the number or complexity of the request, the COUNTY may require a subsequent critical review.

The County Contract Administrator will receive a written acceptance from each of the departments represented in the walkthrough prior to notifying the Contractor that a CLIN has been accepted.

When a CLIN has been accepted by COUNTY, the County Contract Administrator will notify CONTRACTOR in writing.

CONTRACT LINE ITEMS (CLINS) SCHEDULE & COSTS

	START DAY	END DAY	COST
FIXED PRICE			
CLIN1: WIN-CAMS Cost Accounting Management System	2/1/05	6/30/05	$ 67,500
CONTRACT FIXED PRICE			$ 67,500

Payment Schedule

40% of Contract amount due thirty (30) days after the effective date of this contract as defined and described by Section 1 of this Contract;

25% of Contract amount due thirty (30) days upon 90% implementation of all online program deliverables as defined and described by the Statement of Work in Exhibit B of this Contract;

25% of Contract amount due thirty (30) days upon 90% implementation of all report / batch program deliverables as defined and described by the Statement of Work in Exhibit B of this Contract;

10% of CAMS Contract amount due thirty (30) days upon successful completion of the Acceptance Procedure as defined and described by Exhibit C of this Contract.

Proiect Schedule

Proposed Project Schedule

Project Initiation	02/01/05
Final Design & Review	02/01/05 - 02/28/05
Implement WIN-CAMS 4.5 Test Version	03/01/05 - 03/31/05
Review / Test / Train WIN-CAMS 4.5	04/01/05 - 06/30/05
Production	07/01/05

Cost Proposal

Cost Accounting Management System (WIN- CAMS)	**costs**
Applied Charges (w/ Payroll Interfaces)	$ 8,500
Direct Charges (w/ FAMS Interfaces)	$ 12,000
Cost Center Ledger	N/C
Project Ledger	$ 9,500
Large Project Ledger	$ 4,500
Budget Expenditures Ledger	N/C
Road Reports Module	$ 2,500
Road Materials Inventory	N/C
System Configuration & (remote) Installation	$ 1,000
File Conversions (January / June 2005)	$ 3,000
Production Conversion (June / July 2005)	$ 3,000
Prior Fiscal Year Conversions (FY 98-99 – FY 04-05)	$ 8,500
Time, Travel & Per Diem (10 days)	$ 15,000
Total Cost:	$67,500

Onsite Time, travel and per diem costs for 10 days are included in cost proposal.