RESOLUTION - ACTION REQUESTED 2015-157

MEETING: April 7, 2015

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve an Agreement with Cascade Software Systems, Inc

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Cascade Software Systems, Inc. In The Not-To-Exceed Amount of $12,035.14 For Maintenance and Support for Fiscal Year 2015-2016, and Authorize the Public Works Director to Sign the Agreement.

The primary software program that Public Works uses for tracking the department’s budgets, processing invoices, time-cards, vehicle repairs and other tasks is the Cost Accounting Management System (CAMS) which was originally purchased from Cascade Software Systems in 1994. Each year the Department enters into an agreement for maintenance and support of the software which is provided by the technical staff at Cascade. The fee for upgrades is based on enhancements to the program requested and prioritized by the CAMS Users Group.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this Agreement in prior fiscal years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; Public Works would not have software support for CAMS.

FINANCIAL IMPACT:
Funding for the agreement will be included in the Public Works Administration Requested/Recommended Budget for FY 2015/2016.

ATTACHMENTS:
CAMS Agreement FY 15-16  (PDF)

CAO RECOMMENDATION
Requested Action Recommended
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
AGREEMENT

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Cascade Software Systems, Inc.
P.O. Box 10723
911 Country Club Road, Suite 320
Eugene, OR 97401
(CONTRACTOR)

County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
(COUNTY)

AGREEMENT MADE AND ENTERED INTO this 1st day of July, 2015, by and between the County of Mariposa, a political subdivision of the State of California, located at Mariposa, California, (hereinafter referred to as the "COUNTY"), and Cascade Software Systems, Inc., an Oregon corporation, having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon, 97401 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

Section 1
DEFINITIONS

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Mariposa County Department of Public Works.

1.2 "Confidential Information" shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the
COUNTY or its personnel.
1.3 "CONTRACTOR" shall mean Cascade Software Systems, Inc.
1.4 "COUNTY" shall mean the County of Mariposa.
1.5 "Minor Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.
1.6 "Major Problem" shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

Section 2
SCOPE OF WORK
2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.
2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all Contractor revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) hours. During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) normal business hours (8:00 a.m. - 5:00 p.m.), excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

2.3 CAMS System Services
CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

2.4 Telephone Support

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m.) of CONTRACTOR, obtain telephone consultation covering the use of CAMS. CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more that one hour per week.

Section 3
AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY’s Project Manager and CONTRACTOR’s Representative.

Section 4
PAYMENTS

4.1 CAMS Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR commencing on July 1, 2015, a fee for a total of $11,931.94 for Fiscal Year 2015 – 2016 as calculated as follows:

- FY 2014 – 2015 Maintenance Fees: $9,968.64
- FY 2014 – 2015 New Additions: $0.00
- Cost of Living Adjustment (0.73%): $72.77
- 2015 Upgrade Document Fees (20%): $1,993.73
- Total FY 2015-2016: $12,035.14

4.2 CAMS Systems Services

COUNTY shall pay CONTRACTOR the annual maximum not-to-exceed amount of up to $________.00 for all services performed under Subsection 2.3 of this Agreement. Payment will be made upon receipt of valid invoice specifying the services provided, dates of services, labor hours required, and the rate per labor hour. System Services invoices shall be reviewed and approved by the designated Project Manager.

4.3 CONTRACTOR Expenses

COUNTY shall pay CONTRACTOR, subject to prior COUNTY approval, reasonable travel expenses for trips to Mariposa County. Said travel expenses shall be billed on a monthly basis and will be based on Mariposa County reimbursement policies.

4.4 Invoices and Prompt Payment Due

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Mariposa
Section 5
PROJECT MANAGEMENT AND REPORTING

5.1 COUNTY Project Manager

Upon execution of this Agreement, COUNTY shall appoint the Department of Public Works' Administrative Services Officer as the Project Manager. The Contractor shall appoint Aad F. Alkemade as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the County.

Section 6
TERM AND TERMINATION

6.1. This Agreement shall commence on the date first written above and shall continue for one year thereafter. CONTRACTOR will submit a written renewal notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" not later than 60 days prior to the anniversary date.

6.2 Either party may terminate this Agreement upon the occurrence of a material breach hereof by the other party, which material breach has not been cured within thirty (30) working days after receipt of written notice thereof by the breaching party from the other.

Section 7
INDEMNIFICATION AND LIABILITY

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, grant or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

7.2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement.

Section 8
INSURANCE

8.1 CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

8.2 Comprehensive General Liability Insurance policy (the "Policy") in the face insurable amount of no less than one million dollars ($1,000,000.00), covering any and all possible insurable claims which can or may arise from this Agreement, including, but not limited to, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage and similar matters,
and may be in the form of a combined single limit policy.

8.3 Workers Compensation insurance in accordance with the State of California Labor Code.

Section 9
SECURITY COMPLIANCE
9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.
9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.
9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

Section 10
ENTIRE AGREEMENT
10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

Section 11
ENFORCEMENT
11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of California and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

Section 12
INDEPENDENT CONTRACTOR
In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

Section 13
WAIVER
No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

Section 14
SEVERABILITY
If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.
WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

CONTRACTOR - CASCADE SOFTWARE SYSTEMS, INC. COUNTY OF MARIPOSA

By: [Signature]
AAD F. ALKEMADE, President
Date 3/20/2015
Taxpayer ID No.: 93-1180136

By: [Signature]
Date: 4-13-15

By: [Signature]
County Counsel
Date: 4-8-15