



County of Santa Cruz 173

INFORMATION SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 530, SANTA CRUZ, CA 95060
(831) 454-2030 FAX: (831) 454-2122 TDD: (831) 454-2123

KENNETH D. WEDDERBURN, DIRECTOR

September 1, 1999

Agenda: September 21, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Professional Services in Support of Probation Statistical Reporting

Dear Members of the Board:

The Information Services Department is requesting your Board to authorize entering into contract with Microsoft Consulting Services to assist in the development of the Probation Department's Juvenile Statistical Reporting system that was approved for grant funding by the Office of Criminal Justice Planning (OCJP).

In January 1999 the County Probation Department submitted an OCJP grant request for the development of a Probation Department Juvenile Statistical Reporting system by Santa Cruz County's Information Services Department. This request was approved by your Board and the Criminal Justice Council's Juvenile Justice Task Force. In May of 1999 the Probation Department was notified that the grant had been approved. Professional service costs were outlined in the initial proposal to the Probation Department and in the grant request to OCJP.

Equipment has been ordered and installation planning is underway. The Information Services Department is poised to begin the software development with the assistance of Microsoft Consulting Services who will provide assistance to Information Services staff for the development of the Probation Juvenile Statistical Reporting System utilizing new interactive web based ad hoc query and reporting tools.

It is therefore requested that your Board authorize entering into contract with Microsoft Corporation for services in the amount of \$24,000 to assist in the development of the Juvenile Statistical Reporting System, and authorize the Director of Information Services to sign the contract.

Sincerely,

Kenneth D. Wedderburn
Information Services Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

August 17, 1999

Microsoft®

Don Hershberger
Information Services Department
County of Santa Cruz
701 Ocean Street, Room 530
Santa Cruz, CA 95060

Dear Mr. Hershberger:

In response to your request, Microsoft Corporation, through its Microsoft Consulting Services division ("MCS") is pleased to provide technical assistance to County of Santa Cruz ("Customer"). Based on our discussions, we understand that Customer requires assistance with implementing a County Juvenile Statistical Reporting System. This technical assistance is defined in more detail as follows:

Work with your team in developing County Juvenile Statistical Reporting System with specific following milestones and activities:

- a Creation of standard reports, test and pilot the solution. Specific tasks under this are:
 - 1. Set up a development and test environment to support application development and testing activities.
 - 2. Developing the data services layer by defining and creating relational database tables, defining the processes to automate periodic population of the tables with information imported from the legacy environment VSAM files, creating key relationships to enforce referential and data integrity, defining indexes to optimize performance and fine tune the SQL Server configuration for maximum performance.
 - 3. Developing the business logic layer to support retrieval of information from data tier based on predefined criteria and presenting the retrieved information to the browser. This would involve setting up and configuration of the middle tier web server, creating ASP pages to create database connections and writing information to browser in the form of HTML tables, and caching session and application information for optimal performance,
 - 4. Developing the presentation layer to gather predefined user reporting criteria using a predefined HTML forms.
 - 5. Testing and pilot deployment of the application for beta users. User feedback will be incorporated to fix bugs and make sure that the application meets the business requirements defined for this phase
- Creation of Ad-Hoc Reporting capability, test and pilot the solution.
 - 1. Enhancing the presentation layer to allow a flexible way for users to define search criteria for ad-hoc reporting. This may involve pure HTML technologies like an HTML form with check-boxes and radio buttons to allow user to choose from any of the available criteria, or may involve other technologies like dynamic HTML or ActiveX controls based on the user interface requirements gathered during the first phase.
 - 2. Enhancing the business logic layer to support retrieval of information from data tier based on any of the available criteria that the user may specify and presenting the information to the browser in a manner that fits in with the new enhanced presentation layer.
 - 3. Testing and pilot deployment of the application for beta users.

During this engagement, the Customer will manage the project; MCS will provide the core technical resources necessary to meet the defined deliverables. MCS' role will be to augment the efforts of the Customer's team by providing resources to assist in the construction of Microsoft technology-based components and solutions.

We will submit to you a status report at the end of every 15 day period, documenting the progress that was made during that period, items to be completed for the next period, newly uncovered and existing Open issues, and issue that were closed during the last period. As a part of this agreement, the Customer's designated representative will review the status report with the consultant(s) involved in the project and sign-off for the accuracy of information provided within. This is to ensure that the Microsoft personnel engaged at the Customer are completing specified assignments to overall Customer's satisfaction.

Our services are provided on a time and materials basis and are based upon the rate(s) of the individual(s) assigned and the actual amount of hours worked by those individuals. Our fees for this engagement for an MCS Senior Consultant are \$225.00 per hour, MCS Consultant \$190.00 per hour, plus travel related expenses. The total estimated fee for this project is \$23,400.00, based on an estimated 120 hours of a Consultant's service during a 3-week time period plus \$600 in travel related expenses. Customer agrees to pay MCS for the actual time worked by MCS consultants, plus all travel and other expenses incurred in connection with the work.

All invoices shall be due upon receipt by Customer. MCS invoices will be directed to Customer's representative for payment at the address shown below (Customer to provide).

<u>Contact: Chris Rutter</u>	
<u>Address: 701 Ocean Street, Rm. 530</u>	
<u>City: Santa Cruz</u>	
<u>State: CA</u>	<u>Zip: 95060</u>
<u>Mailstop (if any):</u>	
<u>Tel ephone: 831 454 2007</u>	
<u>Purchase Order No.(if any)</u>	

The services to be provided by MCS will be in the form of advice or consultation only, and will not result in the delivery of any computer programs or code with associated title or license rights. In the event that MCS services under this Letter Agreement includes delivery of a report to Customer, Customer shall own the copyright in the report, however Microsoft reserves the right to use for any purpose subsets or modules of the report which by themselves provide generic technical information not unique to Customer's business.

To the extent allowed by law, pursuant to the state of California's public records acts, any and all information identified by either party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary ("Confidential Information"), will not be disclosed to any third person without the express consent of the other party. These confidentiality obligations shall not apply to any information, which is, or becomes, available to the general public other than through a breach by the receiving party, or is developed through the independent efforts of the receiving party. Either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential

Information, However, nothing in this paragraph shall be deemed to grant to either party a license in the other party's copyrights or patents.

Neither party will be liable to the other for any consequential, indirect or special damages which may arise out of the services provided under this Letter Agreement, and in no event will either of us be liable to the other for amounts in excess of the amount to be paid for services rendered. Microsoft warrants that the services provided under this Letter Agreement will be performed using generally accepted industry standards and practices. No other warranties of any kind, including warranties of merchantability or fitness for purpose, are extended by Microsoft.

This Letter Agreement constitutes the entire agreement between Microsoft and Customer, and merges all prior and contemporaneous communications with respect to the subject matter hereof. The terms on any purchase order or other form submitted by Customer shall not apply. This Letter Agreement shall be governed by the laws of the State of California, U.S.A.

Please acknowledge acceptance of the terms of this Letter Agreement by signing the enclosed duplicate copy and returning it to us. We look forward to working with you. If you have any questions, please give me a call at 650-573-5056.

Very truly yours,

MICROSOFT CORPORATION

By: Diana N. Beckman
Signature

Diana Beckman

Name (Print)

Managing Consultant
Title

Accepted and agreed to as of the
day and year first above written:

County of Santa Cruz

By: _____
Signature

Name (Print)

Title

rev 8198 kjf

Approved As To Form:
BY: Gamela Syth

Approved As To Insurance:
BY: Janet McKinley 8-24-99

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

177

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Information Services Department (Dept.)
Kenneth J. Welden (Signature) 8/26/99 (Date)

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

1. Said agreement is between the County of Santa Cruz Information Services Department (Agency)
and Microsoft Corporation (Name & Address)
2. The agreement will provide Technical Assistance with implementing a parole management reporting system.
3. The agreement is needed TO automate the reporting of Probation information stored in relational databases for end users who can view it in a web browser.
4. Period of the agreement is from Execution of Agreement to Completion of Project
5. Anticipated cost is \$24,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract entered in on behalf of Probation.
7. Appropriations are budgeted in, Information Services Department (Budget) 424000/3665 (Account)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered.
are not will be

† No. C091929 Date 8/26/99
GARY A. KNUTSON, Auditor-Controller
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Information Services Director to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: mp (Analyst)

By Sunny Parker County Administrative Officer Date 9/10/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller - Pink
Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) SS

I _____ 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 Officer by an order duly entered
in the minutes of said Board on _____

_____ 19__ By _____ Deputy Clerk

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