



County of Santa Cruz⁰⁰³⁷

INFORMATION SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 530, SANTA CRUZ, CA 950604073

(631) 454-2030 FAX: (931) 454-2122 TDD: (631) 454.2123

KENNETH D. WEDDERBURN, DIRECTOR

April 20, 2000

Agenda: May 2, 2000

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

Professional Services in Installation of Help Desk Software Upgrade

Dear Members of the Board:

The Information Services Department is requesting your Board authorize the County to enter into agreement with Sceptre Advanced Business Solutions for the upgrade installation of Support Magic, the County's Help Desk Software System. This upgrade is needed for the continued support of the County's Help Desk.

The Support Magic Help Desk **Software** System is currently running under an outdated, non-Y2K compliant data base engine (BTRIEVE) for which there is currently no maintenance or support available. An upgrade version with the SQL database has been purchased and it is now necessary to secure the services of Sceptre to convert our existing system to the new software. Timely conversion of the software system is needed for the Information Services Department to continue uninterrupted Help Desk support and maintenance of the County's computer equipment inventory.

Appropriations for the cost of this agreement are available in the Information Services Department budget. It is therefore recommended that your Board approve the agreement with Sceptre Advanced Business Solutions in the amount of \$25,000 for the installation of the Support Magic Help Desk Software System SQL database upgrade and authorize the Information Services Director to sign the agreement.

Sincerely,

Kenneth D. Wedderburn
Information Services Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0038

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

FROM: Information Services Department (Dept.)

[Signature]

(Signature)

4/21/00 (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 Sceptre Business Solutions, 1460 Cyrville Rd., Ste 100, Ottawa, ON K1B3L9 (Name & Address)

2. The agreement will provide Installation of Support Magic Upgrade to SQL version

3. The agreement is needed for the continued use of the County's Help Desk Software

4. Period of the agreement is from Contract start May 2, 2000 September 30, 2000
completion of project

5. Anticipated cost is \$ 25,000.00 (Fixed amount; Monthly rate Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 424000 (Budget) 3665 (Account)

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

Appropriations are available and will be encumbered. Contract No. C092086 Date 4/24/2000

GARY A. KNUTSON, Auditor - Controller

By Linda Chow 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).

County Administrative Officer

Remarks: [Signature] (Analyst)

BY [Signature] Date 4/25/00

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originotin Dept. - Goldenrod
● T Or . ept. if rejected.
I d
ADM - 29 (1/78)

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 _____ County Administrative Officer
_____ 19 _____ BY _____ Deputy Clerk

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 2nd day of May, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Sceptre Advanced Business Solutions, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Upgrade the current 340 Magic System to the 6.0 SQL Anywhere version. Sceptre will also install and configure the web interface. See 6.0 Quickstart conversion document for details (Attachment A).

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

An amount not to exceed \$25,000 USD which includes travel and lodging expenses.

3. TERM. The term of this contract shall be:

Ten days on site at County of Santa Cruz premises.
(time estimate for project completion)

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 CONTRACTOR'S 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 CONTRACTOR'S 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 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 subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here CR DJ.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory 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 CONTRACTOR'S 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 CR DJ.

(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 \$ _____ combined single limit. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here CR DJ.

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 cover-

age. 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:

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

Cheryl Fyfe
Information Services
701 Ocean Street, Rm 530
Santa Cruz, CA 95060

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement)."

(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:

Cheryl Fyfe
Information Services
701 Ocean Street
Santa Cruz, CA 95060

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement).

7. EQUAL 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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, or 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy 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) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's 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.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement 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. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. 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.

11. 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.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment A-6.0 JumpStart Conversion document for details on duties.
Certificate of Insurances

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: *L. Turner*

By: _____

Address: *1460 Cyrville Rd Suite 100*

Ottawa, ON, Canada

Telephone: *(613) 741-4001*

2. APPROVED AS TO INSURANCE:

By: *Janet McKinley 4-18-2000*
Risk Management

3. APPROVED AS TO FORM:

By: *Lee Sullivan*
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

FMTICA

0045



RHODES & WILLIAMS LIMITED

1730 COURTWOOD CRESCENT, OTTAWA, ONTARIO K2C 2B5
 TEL: (613) 228-6590 FAX: (613) 723-6445
 E-mail: info@rhodeswilliams.com http://www.rhodeswilliams.com



CERTIFICATE OF INSURANCE

Certificate Holder
 County of Santa Cruz
 701 Ocean St,
 Santa Cruz, CA 95060

Insured
 Sceptre Advanced Business
 1460 Cyrville Road, Suite 100
 Gloucester, ON K1B 3L9

Re: Confirmation of Insurance

This certificate is furnished to the Holder as evidence that the insurance policy(ies) described provide coverage as shown, subject to all the terms, conditions, limitations and exclusions of such policy(ies) as now exist or may later be endorsed. Any amendment or extension of such policy(ies) can only be effected by specific endorsement attached hereto. This certificate is furnished for information purposes only and certifies only that policies of insurance have been issued and are in force at this date. The issuance of this certificate does not modify in any manner the described policy(ies) nor except as otherwise indicated below, make the Certificate Holder an Additional Insured.

Type	Insurer	Policy Number	Expiration	Limit(s)/Amounts of Insurance
General Liability	Royal + SunAlliance	60370197	February 21, 2001	\$2,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit (Products/Completed operations)
Errors & Omissions	Royal - SunAlliance	60370197	February 21, 2001	\$2,000,000

Other Information: The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional with respect to the operations and activities of, or on behalf of, the named insured performed under agreement with the County of Santa Cruz.

The Insurer agrees to 30 days written notice in the event of policy cancellation prior to expiration date(s) noted. Such notice mailed or delivered to your address shown above shall fulfill the Company's obligation in regard to notice. While every effort will be made to comply with this agreement, we assume no responsibility for failure to meet this commitment.

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Ottawa Group Office

Andrew B. Lonie
District Group Manager
420-333 Preston Street
Ottawa, Ontario K1S 5N4

Tel: (613) 236-8831
Fax: (613) 236-1246

05 April 2000

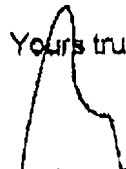
TO WHOM IT MAY CONCERN

Dear Sir/Madame:

This is to advise that The Canada Life Assurance Company is the current Benefits and Insurance provider for Sceptre Advanced Business Solutions. All employees of Sceptre Advanced Business Solutions are currently covered for the following benefits through Canada Life:

- Life Insurance
- Accidental Death and *Dismemberment*
- Dependent Life Insurance
- Medical and Dental coverage
- Hospital and Out of Country Medical coverage
- Private Nursing
- Paramedical Services
- Long and Short Term Disability

Yours truly,



Andrew B. Lonie
District Group Manager
ABL:la

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

0047

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

APRIL 18, 2000

POLICY NUMBER: 1582250-00

CERTIFICATE EXPIRES: 4/1/01

COUNTY OF SANTA CRUZ
ATTN: INFORMATION SERVICES DEPT.
701 OCEAN STREET, RM. 530
SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Tara Hamilton

AUTHORIZED REPRESENTATIVE

K. B. Bolwin

PREIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COST: \$1,000,000 PER OCCURRENCE.

EMPLOYER

SCPTRE ADVANCED BUSINESS SOLUTIONS
1460 CRYVILLE ROAD #100
OTTOWA, CANADA K1B 3J9



10-Day JumpStart Deliverables (6.0)

0048

Standard JumpStart Includes	Available as Additional Services
<ul style="list-style-type: none"> Install database schema onto one dedicated server 	
<ul style="list-style-type: none"> Install the Web/Application server to interface with the Database server 	
<ul style="list-style-type: none"> Install the Magic Help Desk Administrative software onto one administrative workstation 	
<ul style="list-style-type: none"> Validate proper connectivity to database for up to 20 client workstations via the browser 	
<p>Set up:</p> <ul style="list-style-type: none"> Support Staff (up to 100) Support Groups (up to 30) Holiday and Work Schedules Group and Staff Permissions 	
<ul style="list-style-type: none"> Provide guidance on the Setup of Group Access for the Group Staff 	
<ul style="list-style-type: none"> 0 Perform basic screens design for a maximum of 7 Groups 	
<ul style="list-style-type: none"> Provide guidance and assistance in designing Subject Tree 	
<p>Begin initial population of the following tables:</p> <ul style="list-style-type: none"> Companies Departments Clients Subject Tree Support Actions <p>***Import Data if necessary.</p>	
<p>Database Customization:</p> <ul style="list-style-type: none"> Create up to 15 fields (this does not include calculated fields) Create up to 2 custom tables (based on pre-determined specifications) 	
<p>Conversion</p> <ul style="list-style-type: none"> Run test conversion to ensure database and data integrity. Run the live conversion of the production database. 	
<p>Set up of Crystal Reports</p> <ul style="list-style-type: none"> Install Crystal Reports on the Web server and up to one workstation Demonstrate Magic Help Desk standard reports module. 	<p>Report writing is available as a separate service. Please contact Sceptre for further details.</p>
<p>Setup Mail Server</p> <ul style="list-style-type: none"> Demonstrate basic mail functionality 	

Sceptre Advanced Business Solutions, 1460 Cyrville Road Ottawa, Ontario K1H 1A1



10-Day JumpStart Deliverables (6.0)

0049

including how to use forums for open call, close call and call status. Develop up to three mail forums	
Setup Escalation Server	
<ul style="list-style-type: none"> Demonstrate how to setup two escalation schemes 	
System Monitor	
<ul style="list-style-type: none"> Create up to 10 custom queries 	
Setup Self Help server for client access	
Setup SIR	
<ul style="list-style-type: none"> Demonstrate indexing of Knowledge Bases, Magic Help Desk and External Documents 	
<ul style="list-style-type: none"> Walk through typical help desk process 	
Ad Hoc training on typical help desk processes	
SMSQL training based on detail client procedures	
<ul style="list-style-type: none"> Basic test of all fundamentals Detailed process testing 	
Documents We Prepare	
<ul style="list-style-type: none"> Overview Report with Road map and customization log 	<ul style="list-style-type: none"> Detailed descriptions of process flow

JumpStart Summary

- The objective of all JumpStart Programs is to transfer the knowledge and technology to the client to enable them to successfully take Magic TSD into a production environment.
- The more planning that goes into JumpStart before the SI's site visit, the more can be accomplished during the JumpStart week on-site.
- JumpStart is designed to be a program where the client's team works with the SI during the week(s), facilitating the transfer of knowledge. In this way, if changes are required after the SI leaves, the team will be able to make them easily. Staff must be available during the SI on-site visit for the best results.
- JumpStart is an active, hands-on process for the System Administrators and the major help desk team members. The SI Magic TSD but you know your business and processes.
- It is strongly recommended that you take advantage of a Magic DBA class before the JumpStart Tasking.

Sceptre Advanced Business Solutions, 1460 Cyrville Road Ottawa, Suite 100



10-Day JumpStart Deliverables (6.0)

0050

Network Engineering and Windows NT implementation are not part of this program. The client must have a working NT server that all clients can connect to prior to the arrival of the SI.