



County of Santa Cruz

HUMAN RESOURCES AGENCY

Cecilia Espinola, Administrator
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

October 22, 2001

AGENDA: November 6, 2001

BOARD OF SUPERVISORS

county of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

Approve Workforce Investment Act I-Train Contract with South Bay Workforce Investment Board and California Municipal Technologies

Dear Members of the Board:

As you know, the Human Resources Agency (HRA) Workforce Investment Board (WIB) enters into County agreements with approved Workforce Investment Act (WIA) training vendors for Career Center customers. I-Train is a web based information service designed to give Career Center customers and staff direct access to training provider and class information. The purpose of this letter is to seek your Board's approval of a contract with South Bay Workforce Investment Board and California Municipal Technologies to implement the I-Train information service and to authorize the Human Resources Agency Administrator to sign the contract. The service is 100% Federally funded; there are no County costs.

The WIA mandated training system is the Eligible Training Provider List (ETPL) which I-Train hosts for the State. "I-Train" is the name of a web service developed by the South Bay Workforce Investment Board and California Municipal Technologies in the late 1980s to help laid off workers find new jobs. Purchasing the I-Train service will enable local customers in the three Career Centers and CareerWorks, the Career Center operator, direct access to information on Santa Cruz procured training providers, which currently number thirty-eight. The I-Train information service is designed to help a job seeking customer make an informed choice on which instructional program to enter using their WIA training scholarship.

With the implementation of the I-Train service, customers will be able to access the Santa Cruz Eligible Training Provider List at the Workforce Santa Cruz County web site. There will be curriculum, cost and performance information on each instructional program. The information will be used by Career Center customers researching how to gain new skills, upgrade current skills or receive training to enter or reenter the job market. There are separate information fields for staff to use to share comments on the schools and customer experience with the school.

BOARD OF SUPERVISORS

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The cost of implementing the service is \$35,000 for year one. Subsequent year costs are estimated at \$15,000 per year. The costs **are** budgeted in the Careerworks budget of the Human Resources Agency using WIA appropriations. The contract will be managed by the WIB staff in coordination with Careerworks. A copy of the contract is on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the Agreement for "I-Train" Vendor Management Software System with the South Bay Workforce Investment Board and California Municipal Technologies to provide the Santa Cruz training provider information services for a three year period in the amount of \$35,000 for Year 1 and in Year 2 and 3 for the hosting and maintenance and support fees;
2. Authorize the Human Resources Agency Administrator to sign the contract; and
3. Authorize the Human Resources Agency Administrator to act on behalf of the County in all matters pertaining to the contract and to execute any minor modifications to the Scope of Work that do not change the term, cost or overall purpose; and sign all necessary documents **as** appropriate.

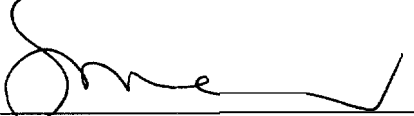
Very truly yours,



CECILIA ESPINOLA
Administrator

CE\KZ\DL

RECOMMENDED:



SUSANA A. MAURIELLO
County Administrative Officer

CC: County Administrative Office
Auditor Controller
HRA-Fiscal and WIB

AGREEMENT FOR
“I TRAIN” VENDOR MANAGEMENT SOFTWARE SYSTEM
BETWEEN
SOUTH BAY WORKFORCE INVESTMENT BOARD
CALIFORNIA MUNICIPAL TECHNOLOGIES, INC.
AND
THE COUNTY OF SANTA CRUZ, HRA-WORKFORCE INVESTMENT BOARD

This Agreement is made and entered into as of the ____ day of _____ 2001, by and between the COUNTY OF SANTA CRUZ, HUMAN RESOURCES AGENCY, WORKFORCE INVESTMENT BOARD hereinafter “COUNTY” or “SCCWIB”), and the SOUTH BAY WORKFORCE INVESTMENT BOARD, a California joint powers authority (hereinafter “SBWIB”) of which the CITY of HAWTHORNE, municipal corporation, is the Administrative Entity (hereinafter “City”) and CALIFORNIA MUNICIPAL TECHNOLOGIES, INC., a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, COUNTY has determined a need to procure and install the I-TRAIN course management software system (“System”) for the Santa Cruz County Workforce Investment Board; and,

WHEREAS, COUNTY is the recipient of federal Workforce Investment Act funds (WIA) to serve WIA eligible individuals within the SCCWIB area; and,

WHEREAS, the City of Hawthorne is engaged in WIA Grant activities through its South Bay Workforce Investment Board (hereinafter “SBWIB”); and

WHEREAS, the SBWIB utilizes a course management software system known as “I-TRAIN,” where I-TRAIN allows workforce investment boards (WIBs) and One-Stop Career Center staff and administrators to more efficiently and effectively serve their customers; and,

WHEREAS, SBWIB has allowed other WIBs to customize and utilize the I-TRAIN System to meet their own unique needs; and,

WHEREAS, the I-TRAIN system provides a method allowing WIBs to maintain information on their inventory of course providers and training courses, including performance data for vendor accountability; and,

WHEREAS, the SCCWIB desires to utilize the I-TRAIN system to manage its training and education provider inventory; and,

WHEREAS, the SBWIB is willing to extend the use of its I-TRAIN system and, Consultant desires to provide system support to the SCCWIB; and,

WHEREAS, the COUNTY through the SCCWIB agrees to work with the SBWIB to jointly implement the Santa Cruz County I-TRAIN Training and Education Provider Directory; and,

WHEREAS, it has been determined that the SBWIB's and Consultant's Proposal can best meet the COUNTY's needs;

NOW, THEREFORE, COUNTY, SBWIB, and Consultant agree as follows:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between the COUNTY, and SBWIB and

Consultant shall consist of this Agreement including:

EXHIBIT A - Scope of Services

EXHIBIT B - Payment Schedule and Consulting Service Fee Schedule

EXHIBIT C - Insurance Requirements

EXHIBIT D - Definitions

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations

and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. TERM

The term of the Agreement shall be for an initial term of three (3) years commencing on the date the agreement is signed by the SCCWIB. Provided however that if COUNTY is not in default or breach of the Agreement, COUNTY shall have the right to extend the term of this Agreement for an additional period of twelve (12) months by giving Consultant written notice of COUNTY's election to extend the term at least 30 days prior to the expiration of the primary term. COUNTY shall have the right to enter into a new Agreement or to extend the Agreement for an additional period on terms mutually agreed upon.

It is further understood that the contract term, as discussed herein, is to refer to the software support services being provided by Consultant to the COUNTY in support of locally developed systems and does not effect the software authorization and marketing rights granted herein and said rights shall continue in perpetuity.

It is hereby agreed that this Contract shall take effect and remain in full force and effect from the date of execution hereof by the COUNTY absent termination pursuant to the terms and conditions set forth below. Charges will be prorated for any portion of a month that services or equipment is in place should such cancellation occur.

3. SCOPE OF SERVICES

Consultant agrees to perform the services set forth in the Scope of Services, which is attached as EXHIBIT A hereto and incorporated as though fully set forth herein, and the SBWIB agrees to perform the additional limited services set forth in such Scope of Services.

4. SCHEDULE OF PERFORMANCE AND PAYMENT

Consultant shall perform the Services and COUNTY shall make payment according to the terms and provisions of the Payment Schedule (EXHIBIT B).

5. ACCEPTANCE TEST CRITERIA

Upon completion of final installation COUNTY and Consultant shall conduct an Acceptance Test. The criteria for the Acceptance Test shall be as set forth in the Scope of Services (EXHIBIT A).

6. TERMINATION

- A. COUNTY shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination.
- B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, COUNTY may terminate this Agreement immediately upon written notice.
- C. The Director is empowered to terminate this Agreement on behalf of COUNTY.
- D. In the event of termination, Consultant shall deliver to COUNTY copies of all reports, documents, and other work performed by Consultant under this Agreement and an invoice for any unpaid but earned monies, and upon receipt thereof, COUNTY shall pay Consultant for services performed and reimbursable expenses incurred to the date of termination.
- E. In the event of termination, COUNTY shall retain possession of any software, including but not limited to source codes, access codes, passwords, operating systems and all COUNTY-specific changes for which it has made payment.

7. MAINTENANCE

The terms of maintenance of the System shall be as set forth in the scope of work.

8. DISCLAIMER OF WARRANTIES AND LIMITED SPECIFIC WARRANTIES

A. IT IS THE SBWIB'S UNDERSTANDING FROM CONSULTANT THAT PORTIONS OF THE SOFTWARE ARE IN THE PUBLIC DOMAIN AND ACCORDINGLY, NEITHER CITY NOR SBWIB MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE, AND CITY, SBWIB AND CONSULTANT SPECIFICALLY MAKE NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE DOES NOT VIOLATE OR INFRINGE UPON ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS OF ANY OTHER PERSON OR ENTITY. CITY, SBWIB AND CONSULTANT ARE PROVIDING AND LICENSING WHATEVER RIGHTS THEY MAY HAVE IN AND TO THE SOFTWARE TO THE COUNTY ON AN "AS IS, WHERE IS" BASIS. CITY, SBWIB AND CONSULTANT DISCLAIM, AND COUNTY EXPRESSLY WAIVES, ANY AND ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT MIGHT OTHERWISE ARISE FROM THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THE SOFTWARE. NEVERTHELESS CONSULTANT AGREES THAT IF THE SOFTWARE IS FOUND TO BE INFRINGING, CONSULTANT WILL, WITHIN ONE HUNDRED TWENTY (120) DAYS:

1. Modify the Software, at Consultant expense, so it becomes non-infringing, or
2. Replace the infringing Software with equal non-infringing Software, at Consultant's expense, or
3. Procure, at Consultant's expense, the necessary authorization to continue using the Software.

- B. Consultant warrants that the Software does not contain any timers, counters, or pre-programmed devices that will cause the Software to become erased, inoperable, or incapable of processing in the manner ~~as~~ documented in the contract documents specified.
- C. Consultant agrees to maintain the Software to operate on all compatible upgrades of the hardware product line and operation system used by the COUNTY subject to the mutual consent of both COUNTY and Consultant.

9. INDEMNIFICATION

Consultant and only Consultant agrees to defend, indemnify and hold harmless COUNTY, its Trustees, Officers, Officials and Employees from any and all losses, claims, actions, costs, expenses, judgments, subrogation or other damages resulting from injury to any person or damage to property (including loss or destruction) of whatsoever nature arising out of performance of work by Consultant (including but not limited to its employees, agents sub-consultants and others designated by Consultant to perform work or services in, about or attendant to, the work and services under the terms of this Agreement) for the Project described herein. Consultant shall not be held responsible for any losses, expenses, claims, subrogation, actions, costs, judgments or other damages, directly, solely and proximately caused by the COUNTY. The acceptance by COUNTY of the services and duties rendered and performed by Consultant shall not operate as a waiver of such right of indemnification.

Consultant's liability to COUNTY arising from Consultant's acts or omissions relating to services solely for the development or modification of Software shall not exceed the amount of compensation actually paid by COUNTY to SBWIB and/or Consultant under this Agreement.

The limitations on remedies provided for by this Section shall not affect the remedies provided for in Exhibit "C" Insurance Requirements.

10. LIMITATION OF LIABILITY

NEITHER CITY, SBWIB NOR ANY PERSON ASSOCIATED WITH CITY OR SBWIB, OTHER THAN CONSULTANT, SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF CITY OR SBWIB HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR BENEFITS ARISING FROM THE OPERATION OR FAILURE TO OPERATE OF THE SOFTWARE. THIS CLAUSE SHALL SURVIVE ANY OTHER PROVISION OF THIS AGREEMENT.

11. INSURANCE REQUIREMENTS

Consultant shall adhere to the insurance requirements as specified in EXHIBIT C "Insurance Requirements For Consultants".

12. CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for SBWIB or Consultant in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

13. OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Consultant or any other person engaged directly or indirectly by either of them to perform the services contemplated hereunder are COUNTY's property without restriction or limitation upon their use.

14. TAXES AND CHARGES

Consultant shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Consultant's business.

COUNTY shall be responsible for any property tax due on the hardware placed on SCCWIB premises for use by the SCCWIB.

By mandate of the California Board of Equalization, Consultant will collect and remit to the state use tax and sales tax on the following items where applicable:

- 1) Use tax on all hardware placed into service at the wholesale cost of the hardware. This will be billed during the first quarter that hardware is placed into service; any excise tax or other special taxes shall be paid directly by the COUNTY to the proper taxing agency. Neither SBWIB nor Consultant shall be required to collect, file and transmit such taxes on behalf of the COUNTY; and
- 2) Consultant and the SBWIB will pay any such sales, or use taxes that are assessed by the State on any equipment that it places into use in its own facilities.

15. CONSULTANT'S BOOKS AND RECORDS.

- A. SBWIB and Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to COUNTY for a minimum period of three (3) years, or for any longer period required by law,

from the date of final payment to SBWIB or Consultant pursuant to this Agreement.

- B. Consultant shall maintain all documents, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, ~~from~~ the date of termination or completion of this Agreement.
- C. Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the *COUNTY* Attorney, COUNTY Auditor, COUNTY Manager, or a designated representative of any of these officers. SBWIB and Consultant shall provide copies of such documents to COUNTY for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at SBWIB's or Consultant's address indicated for receipt of notices in this Agreement.
- D. Where COUNTY has reason to believe that any of SBWIB's or Consultant's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, COUNTY may, by written request by any of the above-named officers, require that custody of the Consultant's document's be given to COUNTY and that these documents be maintained at COUNTY Headquarters. COUNTY agrees to grant access to SBWIB's or Consultant's documents to any party authorized by SBWIB or Consultant, or SBWIB's or Consultant's representatives, or SBWIB's or Consultant's successor-in-interest.

16. ASSIGNABILITY

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Unless specifically authorized by this Agreement, Consultant may not assign the performance of any obligation or interest under this Agreement without the prior written consent of COUNTY. Any attempt by Consultant to assign this Agreement, in violation of this Section, will be voidable at COUNTY's sole option.

SBWIB and/or Consultant may actively seek the services of one or more public or private partners in order to generate investment capital to be used for rewriting and marketing of the existing software applications. The COUNTY understands that said partnerships may involve the assignment by SBWIB or Consultant of a portion of its rights under this Contract. Consultant agrees and understands that any such assignment shall not change the rights and obligations of the parties to perform under this Contract.

17. CONSULTANT STATUS

Consultant covenants and agrees that it is an independent contractor and will conduct itself in a manner consistent with that status. Consultant, its employees and its agents shall neither hold themselves out as nor claim to be officers, agents, or employees of the COUNTY for any reason or purpose. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of the Agreement authorized as an agent, employee or legal representative of any other party. No party shall have the power to control the activities and operations of any other, and their status is, and at all times will continue to be that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other. No party shall hold

itself out as having any authority or relationship in contravention of this Section. COUNTY agrees that it will look solely to Consultant, and not to City or SBWIB, for the performance of services agreed to be provided by Consultant hereunder.

18. SUBCONTRACTORS

- A. Upon COUNTY'S prior written consent, Consultant may use independent subcontractors in performing Consultant's services. COUNTY consent will not be unreasonably withheld.
- B. Consultant shall ensure that Consultant's subcontractor's comply with this Agreement. At COUNTY'S request, Consultant shall require any or all of Consultant's subcontractors to sign an agreement with Consultant requiring compliance with this Agreement and shall be paid at the rates shown in Exhibit B.

19. SEVERABILITY

Should any provision of this Agreement contravene any law or valid regulation of any regulatory agency or self-regulatory body having jurisdiction over either party hereto, or should any provision otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance by both parties waived; provided, however, that should such provision reasonably be considered by either parties to be an essential element of this Agreement, and the parties be unable to agree upon the terms of an alternative provision within ninety (90) days following the contravening provision's termination, then this Agreement may be terminated in its entirety at the option of either party, which termination shall be effective upon the giving of notice thereof to the other party.

20. WAIVER

Consultant agrees that waiver by COUNTY of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by COUNTY of the performance of any work or service by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

21. CONFLICT OF INTEREST

- A. SBWIB and Consultant each warrant that they presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. SBWIB and Consultant further covenant that they will not employ any person in the performance of this Agreement having any such interest and in the event any employee obtains any such interest, said employee shall be discharged from the performance of this Agreement.
- B. SBWIB and Consultant shall avoid all conflict of interest in performance of this Agreement.

22. NONDISCRIMINATION

Neither SBWIB nor Consultant shall discriminate, in any way, against any person on the basis of age, sex, race, color, creed or national origin in connection with or related to the performance of this Agreement.

23. COMPLIANCE WITH LAWS

SBWIB and Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

24. GOVERNING LAW

This Agreement must be construed and its performance enforced under California law.

25. VENUE

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Cruz, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, Santa Jose, California.

26. HEADINGS

The paragraph headings are not a part of this Agreement nor are they a part of any Attachment hereto, and they shall have no effect upon the construction or interpretation of any part of this Agreement.

27. NOTICES

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To COUNTY:	Kathy Zwart, Director Santa Cruz County Workforce Investment Board 1040 Emeline Avenue Santa Cruz, CA. 95060
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To SBWIB: Mi. Jan Vogel, Executive Director
South Bay Workforce Investment Board
11539 Hawthorne Boulevard, Suite 500
Hawthorne, CA 90250

TO CONSULTANT: James Nyman, President
California Municipal Technologies, Inc.
2529 Via Olivera
Palos Verdes Estates, CA 90274

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written:

APPROVED AS TO FORM:

Jane M. Scott

County Counsel, county of Santa
cruz

Janet McKimby 9-28-2001

Risk Management, County of Santa
cruz

APPROVED AS TO FORM:

John K. Riess

John K. Riess, Attorney for SBWIB

Russell J. Murphy

City of Hawthorne, City Attorney

"COUNTY"

COUNTY OF SANTA CRUZ,

By: _____

County Official

"SBWIB"

SOUTH BAY WORKFORCE
INVESTMENT BOARD, a California
joint powers authority,

By: CITY OF HAWTHORNE, a
California municipal corporation

By: _____

Mr. Larry Guidi
City Mayor for
the City of Hawthorne

Its: Administrative Entity

"CONSULTANT".

CALIFORNIA MUNICIPAL
TECHNOLOGIES, INC.

By: James R. Nyman
James R. Nyman
President

EXHIBIT A SCOPE OF SERVICES

A. EQUIPMENT WARRANTY

SBWIB and Consultant warrant that they will each use their best efforts to maintain and support any equipment located at the Consultant's site through the use of maintenance contracts or on-site direct support staff.

B. INSTALLATION

Consultant shall be responsible for coordinating and controlling all equipment installation necessary to host I-TRAIN software on SBWIB's/Consultant's hardware. Should the SCCWIB request that the Consultant provide services necessary for SCCWIB to have its I-TRAIN System hosted on SCCWIB hardware, then Consultant will provide detailed cost estimate for same, in the form of a contract amendment, which shall be approved by COUNTY in writing.

C. CONSULTING SERVICES

Consultant agrees to be available for consultation when required at its then current prevailing rates. Current prevailing rates are provided in Exhibit B. Consultant further agrees to notify the COUNTY in advance should any requested services be deemed as contract scope expansions. Contract amendments or expansions must be in writing and may be subject to supplemental billings. The COUNTY shall confirm its intent to purchase said additional services prior to their delivery by Consultant, its contractors or consultants.

In the event that service is desired in future fiscal years, which exceeds or extends the scope of this agreement, a detailed service level agreement will be prepared by Consultant which documents the service(s) to be provided as well as contract deliverables. Costs for requested additional services, if any, will be itemized and subject to the prior approval of the COUNTY.

D. TRAINING

SBWIB and Consultant will arrange and provide for training at a location to be specified by the SBWIB and SCCWIB to enable SCCWIB and Careerworks (One-Stop Center) employees to use the I-TRAIN System effectively.

E. I-TRAIN HOSTING

The COUNTY shall pay no monthly fee for I-TRAIN hosting services for 12 months beginning on the first date of execution of this agreement. In year two and subsequent years, the monthly hosting cost will be \$350.00 per month payable to the

SBWIB. The monthly hosting fee is subject to change, however the cost is not to exceed 10% over the 3 year period. The SBWIB will provide the COUNTY written notification at least 30 days prior to the change of the monthly hosting fee.

F. MAINTENANCE AND SUPPORT

Consultant shall provide routine, monthly system maintenance and support for the term of this agreement and any renewal period thereof. Support shall include telephone support, on-line modem support, technical support, and up to six (6) hours of customization monthly as necessary to meet the changing WIB requirements. There shall be no cost to the COUNTY for routine, monthly, support for the I-TRAIN System for 12 months beginning on the date of execution of this Agreement. In year two and subsequent years, the monthly cost for maintenance and support will be \$900.00 per month payable jointly to SBWIB and Consultant. Maintenance costs exclude custom programming. Custom programming beyond 6 hours per month, if necessary, will be provided at the rates in Attachment B. Unused portions of such 6 hours per month may not be carried over to future months.

G. ACCESS

The SCCWIB will provide the Consultant and SBWIB with access to all information necessary for Consultant to perform its assigned duties in the development of a customized **I-TRAIN** Course Management System for the SCCWIB. SCCWIB will make every effort to comply with requests for data in a timely fashion. Data will be provided in a mutually agreed upon format.

H. SPECIFIC TASKS AND SERVICES TO BE PERFORMED BY CONSULTANT AND SBWIB, RESPECTIVELY.

The following is a listing of the specific developmental tasks and services to be rendered by Consultant under this agreement:

1. Meet with SCCWIB staff to identify changes to be made to core I-TRAIN system to 'brand' system for Santa Cmz.
2. Modify I-TRAIN such that the SCCWIB is identified as a separate region from the other WIBs in the Region. Santa Cruz County to be made a "clickable" ICON. Santa Cruz County Region to be identified as a selectable region.
3. Create the Splash Page to be used as the main portal for the Santa Cruz County I-TRAIN. Work with SCCWIB staff to identify regional and county partners to be displayed and linked on the main page as well as other links to be created via an Other Partners screen. Samples of the splash page to be developed for COUNTY to review.

4. Develop software to load all existing SCCWIB vendors and courses into the existing I-TRAIN format. Identify data elements that are required by I-TRAIN (if any) but currently omitted from the SCCWIB database. Develop 'work around' code for interim period while SCCWIB gathers required but currently missing data.
5. Create screens for the Vendor application process to be used by SCCWIB. At Consultant's option public schools and private schools may be allowed to utilize the same or different application forms.
6. Work with SCCWIB staff to identify current regional CBOs. CBO directory is not a part of the initial task but identification of said regional providers will be accomplished in order to ascertain the direction to be used in this future directory entry.
7. Create program to interface with the State for the periodic upload of new vendor and course applications and for the processing of State responses to same.
8. At no additional cost to the SCCWIB, Consultant and SBWIB will host the County's directory for first contract year. Fee for subsequent years will be as defined in Appendix A Section E. Consultant and SBWIB to be responsible for any hardware and off-the-shelf software (e.g. NT and SQL) that will be required for its hosting of the application. All database software authorizations shall be provided by authorized party should authorized party choose to host application. Or, at the SBWIB's and Consultant's option and upon agreement with the COUNTY, Consultant will work with the SCCWIB staff to install the product on a COUNTY provided local server. Should SCCWIB choose to host the system then SCCWIB will provide Consultant access to database via static routing such that database maintenance may be performed by Consultant staff remotely. Consultant to provide a requirements list for the server. Server to be a minimum of 2X900 multiprocessor with 20G of raid. Data server to be separate from application server. Application server to be of approximately the same configuration with the exception that the raid drives may be omitted.
9. Create the required cross-walks between OES codes, et al and the SCCWIB existing course data. SCCWIB staff to provide any and all required lookups of codes for use by the existing I-TRAIN conversion software.
10. Work with the SCCWIB staff to identify local social services providers. SCCWIB to provide listing of same in automated format to be provided by Consultant such that data may be loaded into the Social Services System.
11. SBWIB Staff will work with SCCWIB staff to develop a process by which the SCCWIB can track and monitor vendor performance. SCCWIB understands that

the input of said data will be its responsibility.

12. Create unique sets of user ids and passwords to be used by the SCCWB staff.
13. Create process by which each vendor can be assigned a unique user id and password subject to rules, procedures, and processes to be prescribed by the SCCWIB.
14. SBWIB and Consultant will conduct at least one I-TRAIN training course for Santa Cruz WIB and Careerworks staff.
15. Conduct at least one vendor focus group meeting with SCCWIB staff to discuss vendor responsibilities.
16. SCCWIB staff agree to attend and participate in periodic (no more frequently than by quarter) I-TRAIN User's Group meetings. These meetings will serve to provide input regarding the future and growth of the I-TRAIN System.
17. **An** Acceptance Test will be conducted upon completion of the Scope of Services and approval by the County. Content and duration of the acceptance test shall be mutually agreed-to by the parties. The test shall demonstrate, to the satisfaction of the County, that each of the requisite I-Train functions required under this contract are operational. The Acceptance Date, as defined in Exhibit D, will be determined based upon the Acceptance Test.

The following is a listing of the specific services (in addition to items 11 & 14 on previous page) to be rendered by SBWIB under this Agreement:

1. Provide data entry support necessary for the performance by Consultant of the tasks and services set forth above not exceeding 12 hours per month for **3** months.
2. At no additional cost to the SCCWIB, Consultant and SBWB will host the County's directory at the SBWIB for the first 12 months of this Agreement.

EXHIBIT B
SCHEDULE OF PERFORMANCE AND PAYMENT

1. COMPENSATION

The COUNTY shall compensate the SBWIB and Consultant, jointly in the amount of \$35,000 as full compensation for its performance of the tasks required to initially develop the Santa Cruz County Regional I-TRAIN Directory as described in Exhibit A. Payment shall be \$15,000, payable jointly to SBWIB and Consultant, at the time of signing and an additional \$20,000 payable jointly to SBWIB and Consultant, upon completion by Consultant of the tasks set forth in Section H of Exhibit A (with the exception of tasks 6, 8 and 16), on the written acceptance of the COUNTY, or sooner, at the option of the COUNTY.

Any additional work requested by the COUNTY will be billed according to standard rate schedule presented as Attachment B. Any separately invoiced work shall be approved in writing in advance by the COUNTY.

2. I-TRAIN HOSTING

As stated in Exhibit A Scope of Services E., the COUNTY shall pay no monthly fee for I-TRAIN hosting services for 12 months beginning on the date of execution of this Agreement. In year two and subsequent years, the monthly hosting cost will be \$ 350.00 per month payable to the SBWIB. The monthly hosting fee is subject to change, however the cost is not exceed 10% over the 3 year period. The SBWIB will provide the COUNTY written notification at least 30 days prior to the change of the monthly hosting fee.

3. MAINTENANCE AND SUPPORT

As stated in Exhibit A Scope of Services F., Consultant shall provide routine, monthly system maintenance and support for the term of this Agreement and any renewal period thereof. Support shall include telephone support, on-line modem support, technical support, and up to six (6) hours of customization monthly as necessary to meet the changing WIB requirements. There shall be no cost to the COUNTY for routine, monthly, system support in year one (12 months) of this Agreement. In year two and subsequent years, the monthly cost for maintenance and support will be \$900.00 per month payable jointly to SBWIB and Consultant. Maintenance costs exclude custom programming. Custom programming beyond 6 hours per month, if necessary, will be provided at the rates in Attachment B.

4. TRAVEL

All Travel related expenses necessary for the SBWIB's or Consultant's performance of tasks and activities under this contract shall be reimbursed separately upon approval by the COUNTY. Airfare and/or rental vehicle expenses shall be at reasonable rates, mileage expense,

lodging, and per diem will be invoiced at actual cost not to exceed the prevailing COUNTY rates, and accompanied by receipts.

Consultant will charge, \$100.00 per day, or portion thereof, for any and all other incidental expenses to be accompanied by receipts and upon approval by the COUNTY.

*Consulting Services
Fee Schedule*

1.	Programmer	\$ 80.50/Hr
2.	Programmer Analyst	\$ 80.50/Hr
3.	Database Analyst	\$ 97.75/Hr
4.	System's Analyst	\$ 138/Hr
5.	Senior Principal	\$ 172.50/Hr
6.	Network Support Specialist	\$ 138/Hr

5. USE OF SOFTWARE

Pursuant to this Agreement, SBWIB and Consultant hereby grant SCCWIB a perpetual, nonexclusive license to use the I-TRAIN Software as modified.

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS

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The South Bay Workforce Investment Board as an operating department of the City of Hawthorne, in the State of California, cannot currently obtain liability insurance. Insurance for the City is provided via the Southern California Joint Powers Risk Management Authority.

In addition, the CMTI operating agreement with the South Bay Workforce Investment Board defines that CMTI is responsible for the general liability that flows from any contracts entered into by the Board relating to I-Train and certain other products. CMTI carries liability insurance of \$1M, workman's compensation insurance through the State of California, and errors and omissions insurance in the amount of \$1M. In addition, CMTI carries an additional rider to cover its personnel when driving vehicles for company/contract related business.

If requested, CMTI will add the COUNTY as a named party on said insurance.

**EXHIBIT D
DEFINITIONS**

Acceptance Date	the date upon which COUNTY transmits a written notice to Contractor stating that County has determined that the Software has met the criteria contained in the Scope of Services (EXHIBIT A). This date shall be the 1 st day of the calendar month after acceptance of the system by the COUNTY.
Software	those certain software programs identified in Exhibit A, and all related materials, documentation and information to be received by COUNTY from Contractor.

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CERTIFICATE OF INSURANCE					ISSUE DATE 6/18/2001	
BROKER NAME & ADDRESS IRIS, Ltd. P.O. Box 4001 Pales Verdes, CA 90274 (310) 541-4000 (310) 791-2426 FAX CA LIC. #0526510			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			
NAMED INSURED & MAILING ADDRESS CALIFORNIA MUNICIPAL TECHNOLOGIES, INC. DBA: MUNI-TECH 11539 S. HAWTHORNE BLVD., #550 HAWTHORNE, CA 90250			COMPANIES AFFORDING COVERAGE			
			COMPANY A	SCOTTSDALE INSURANCE CO.		
			COMPANY B	ADMIRAL INSURANCE COMPANY		
			COMPANY C	STATE COMPENSATION INSURANCE FUND		
			COMPANY D			
COVERAGES						
THIS IS TO CERTIFY THAT 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 LIMITS WHICH MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO	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. <input type="checkbox"/> <input type="checkbox"/>	CPS0283399	04/01/2001	04/01/2002	GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS-COMP/OP AGG.	\$ Excluded
					PERSONAL & ADV. INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (any one fire)	\$ 50,000
					MED. EXPENSE (Any one person)	\$ 5,000
					NON-OWNED AUTO LIABILITY	\$ 1,000,000
A	COMMERCIAL PROPERTY <input checked="" type="checkbox"/> SPECIAL FORM <input checked="" type="checkbox"/> INCLUDING THEFT	CPS0283399	04/01/2001	04/01/2002	PERSONAL PROPERTY	\$ 15,000
					DEDUCTIBLE	\$ 1,000
B	PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE FORM RETRO DATE 12/20/2000	A00PL12366	12/20/2000	12/20/2001	EACH CLAIM	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
					DEDUCTIBLE PER CLAIM	\$ 2,500
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1594030-00	01/01/2001	01/01/2002	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$ 1,000,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
DESCRIPTION OF OPERATIONS/POLICY ENDORSEMENTS DESCRIPTION OF OPERATIONS: S O M A R E DEVELOPMENT/MAINTENANCE, DATA CENTER SUPPORT AND PC INSTALLATION SERVICES. GENERAL LIABILITY ENDORSEMENTS: AMENDMENT OF INSURING AGREEMENT-KNOWN INJURY OR DAMAGE; EXCLUSION PRODUCTS COMPLETED OPERATIONS HAZARD; EXCLUSION - DESIGNATED PROFESSIONAL SERVICES; LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT; SUBSIDENCE EXCLUSION; OPTIONAL PROVISIONS ENDORSEMENT; NON-OWNED AUTO LIABILITY; ADDITIONAL INSURED- MANAGERS OR LESSORS OF PREMISES- ICO INVESEMENTS; ADDITIONAL INSURED- 1) CITY OF HAWTHORNE AND THE SOUTH BAY PRIVATE INDUSTRY COUNCIL 2) COUNTY OF SANTA CRUZ PROFESSIONAL LIABILITY ENDORSMENTS: COVERAGE LIMITATION - EXCLUDES ALL OPERATIONS OTHER THAN DESCRIBED ABOVE; SERVICE OF SUIT - CALIFORNIA; ADDITIONAL INSURED ENDORSEMENT - 1) CITY OF HAWTHORNE, 2) COUNTY OF SANTA CRUZ; CROSS POLICY EXCLUSION; EXCLUSION YEAR 2000 CLAIMS; SPECIFIED OPERATIONS EXCLUSION- REGISTRATION OF DOMAIN NAMES; TRADE SECRET EXCLUSION; INTELLECTUAL PROPERTY EXCLUSION; EXTENDED DISCOVERY PERIOD ENDORSEMENT						
CERTIFICATE HOLDER			CANCELLATION			
SANTA CRUZ COUNTY 701 OCEAN STREET SANTA CRUZ, CA 95060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES			
			AUTHORIZED REPRESENTATIVE 			

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