



# County of Santa Cruz

0021

**ROBERT C. PETERSEN, ASSESSOR**

701 OCEAN STREET

SANTA CRUZ, CA 95060

(831) 454-2002 FAX: (831) 454-2495

March 12, 2002

Agenda: March 19, 2002

Board of Supervisors  
County of Santa Cruz  
701 Ocean St.  
Santa Cruz, CA 95060

**Subject: Office Automation**

Dear Members of the Board:

As your Board may recall, The County participates in the State-County Property Tax Administration Loan Program. Calendar year 2002 marked the seventh year of the County's participation. This program has provided \$565,000 in funds each year.

Following is a brief summary of the major automation advances made possible by the Tax Administration Loan Program:

- The Assessor's office has completely moved to PCs and desktop applications to facilitate the analysis, data entry and maintenance of the assessment roll
- The Assessor's office has created an electronic interface with the Recorder's Office to receive images of all recorded documents conveying title. Records are now retrieved from the file server storage in the Recorder's Office, analyzed and updated by Assessor staff.
- Provided funds to the Tax Collector's Office to replace the outdated check processing equipment with current technology.
- Provided funds to the Tax Collector's Office to conduct a systems requirement analysis for an improved collections system and to purchase and implement a vendor-supplied system that will provide for improved control and analysis of accounts assigned for collection

- The Assessor's Office, working cooperatively with the Auditor's Office to consolidated **51%** of the Tax Code Areas and made the corresponding corrections to the Assessor parcel maps.
- Provided funding to the Planning Department to purchase the hardware and software to scan, store and retrieve blueprints and to make these images available to other departments over the County's wide area network.
- Provided funding for the analysis and purchase of an electronic document management system (FORTIS), which has since become the County's default system. Electronic document management can significantly increase processing capacity, reduce staff time required for document management and filing, provide immediate access to critical data and documents and significantly reduce document storage space.
- Provided funding to purchase digital cameras to photograph all properties as they are reappraised and store and retrieve the images in FORTIS.
- Provided funds to the Auditor's Office to purchase FORTIS ERM (Electronic Report Management) that stores and retrieves computer-generated reports and documents, all done from the desktop.

To continue the office automation programs funded the State-County property Tax Administration Loan Program, it is necessary to appropriate funds from the Property Tax Administration Program Trust Fund, the receiving fund for AB818/719 loan funds, to the Assessor's budget for the following uses:

- Purchase an office automation system (Staffware 2000) and attendant maintenance service and consulting services. A copy of the proposed contract with Appleby & Company, Inc. in the amount of \$70,903.63 is attached for your consideration

Staffware 2000 enables the rapid development of workflow solutions that automate business rules and processes in order to improve customer service and is flexible enough to allow departmental personnel to modify as new or revised procedures are adopted.

Staffware will be used as a management tool that will greatly improve our oversight of every facet of Assessor work. Staffware will provide increased flexibility in staff's ability to know where specific work is located in our work processes, to routinely identify workflow bottlenecks, provide managers real time tools for balancing work assignments and significantly improve their analysis of staff productivity and identifying areas needing improvement.

Once purchased for the Assessor's Office, the server license for this software becomes an option available to other County departments with the purchase of additional server licenses.

It is therefore RECOMMENDED that your Board:

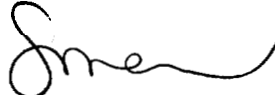
1. Adopt the attached resolution accepting and appropriating unanticipated revenue in the amount of **\$70,903.63**; and
2. Approve the attached independent services contract with Appleby & Company, Inc. in the amount of **\$70,903.63** to provide a workflow automation system and attendant maintenance, service and consulting services.

Very truly yours,

  
ROBERT C. PETERSEN

ASSESSOR

Recommended:

By:   
\_\_\_\_\_

SUSAN A. MAURIELLO

CHIEF ADMINISTRATIVE OFFICER

**COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT**

0024

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Assessor (Department)

BY: Robert C. P. Hudson (Signature) - 3-11-02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement  Revenue Agreement

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

1. Said agreement is between the Assessor (Department/Agency)  
and Appleby & Co., 2528 N. Wishon, Fresno, CA (Name/Address)

2. The agreement will provide a workflow automation system,

3. Period of the agreement is from April 1, 2002 to December 31, 2002

4. Anticipated Cost is \$ 70,905.00  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: \_\_\_\_\_

5. Detail:  On Continuing Agreements List for FY \_\_\_\_\_ . Page CC-\_\_\_\_\_ Contract No: \_\_\_\_\_ OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 109110 (Index) 3665 (Sub object)

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

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

Contract No: 2740

By: Kaylas  
Auditor-Controller Deputy

Date: 03/12/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

\_\_\_\_\_ (Dept/Agency Head) to execute on behalf of the \_\_\_\_\_

\_\_\_\_\_ (Department/Agency)

Date: 3.12.02

By: Susan Peckham  
County Administrative Office

Distribution:

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

State of California  
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_\_\_

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

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO \_\_\_\_\_ \$ \_\_\_\_\_  
Document No. JE Amount times H/TL Keyed By Date

TC110  
**12** Auditor Description \$Amount Index / Sub object User Code

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0025

RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

**RESOLUTION ACCEPTING UNANTICIPATED REVENUE**

WHEREAS, the County of Santa Cruz is a recipient of funds from the State of California for AB818 tax administration loan (075301) program; and

WHEREAS, the County is recipient of funds in the amount of \$ 70,905 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 70,905 into

Department \_\_\_\_\_

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	109100	0850	ST-AB8 Spec Needs	70,905

and that such funds be and are hereby appropriated as follows:

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	109100	3665		Prof & Special	70,905

**DEPARTMENT HEAD** I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By *Robert A. Ferguson*  
Department Head

Date 3-11-22

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NYES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

\_\_\_\_\_  
Auditor-Controller

Distribution:

- Auditor-Controller
- County Council
- County Administrative Officer
- Originating Department

## Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Appleby & Company, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: to provide a workflow automation system.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: an amount not to exceed \$70,905.00. See Exhibit A.

3. TERM. The term of this contract shall be: April 1, 2002 through December 31, 2002.

4. 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).

5. 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 \_\_\_\_\_/\_\_\_\_\_

#### A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of 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 \_\_\_\_\_/\_\_\_\_\_

(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, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_\_/\_\_\_\_\_

#### B. Other Insurance Provisions

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



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

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

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

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

Santa Cruz County  
Assessor's Office  
701 Ocean Street  
Santa Cruz, CA 95060

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

Santa Cruz County  
Assessor's Office  
701 Ocean Street  
Santa Cruz, CA 95060

6. 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, 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 ~~a~~ solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that ~~a~~ qualified applicants ~~w~~ receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for ~~M~~inority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action 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 ~~a~~1 subcontracts for any work covered under this Agreement by a subcontractor compensated more than 850,000 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.

7. 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 ~~a~~1 insurance (workers compensation, unemployment, etc.) and ~~a~~1 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.

8. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

9. 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.

10. 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.

11. ATTACHMENTS. This Agreement includes the following attachments: Proposal from Appleby & Company dated March 11, 2002.

**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: \_\_\_\_\_

By: \_\_\_\_\_  
Robert C. Petersen, **Assessor**

Appleby & Company, Inc.  
2828 N. Wishon  
Fresno, CA 93704

Telephone: 559-222-8402

2. APPROVED AS TO INSURANCE:

By: Robert McKelvey 2-12-2002  
Risk Management

3. APPROVED AS TO FORM:

By: Kim Berkitt  
County Counsel 2/12/02

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

FMT CA



**Imaging & Electronic Document Management**

2828 N. Wishon Fresno, CA 93704

559-222-8402 FAX 222-5043

Email: toconnor@applebyco.com

**PROPOSAL 0033**  
Office Automation  
03/11/2002

<b>Name,</b>	Santa Cruz County Assessor	<b>Address</b>	701 Ocean Street		
<b>Contact</b>	Bob Petersen	<b>City</b>	Santa Cruz	<b>State</b>	California
<b>Contact2</b>		<b>Zip</b>	95060	<b>FAX</b>	831-454-2495
<b>Phone#1</b>	831-454-2002	<b>Phone#2</b>		<b>Email</b>	asr001@co.santa-cruz.ca.us

Qty	Description	Unit Price	Total
	<b>Needs Analysis</b>		
4	Days	\$1,200.00	\$4,800.00
	<b>Staffware Software</b>		
1	Server License	\$7,995.00	\$7,995.00 t
15	Win-32 Clients	769.00	11,535.00 t
1	Developer's toolkit	1,495.00	1,495.00 t
1	12-Month Upgrades, Service and Support	3,515.40	3,515.40 t
3	Days, Installation, Integration	1,200.00	3,600.00
		<b>Staffware Total</b>	<b>\$28,140.40</b>
	<b>Work Processes (Staffware "Case" design &amp; training days)</b>		
4	Image Enabling three screens	\$1,200.00	\$4,800.00
5	Integrating and automating reports	1,200.00	6,000.00
9	Jurisdiction Permit Automation	1,200.00	10,800.00
5	Inventory Process*	1,200.00	6,000.00
7	Appraiser data direct	1,200.00	8,400.00
		<b>Workflow Design Total</b>	<b>\$36,000.00</b>

<b>Notes</b>
t=taxable
Additional consulting/programming @ \$150 hr

Total Price	\$68,940.40
Taxable	\$24,540.40
Applicable Sales Tax	\$1,963.23
<b>Total</b>	<b>\$70,903.63</b>

<b>Purchase Payment Schedule</b>			
Product ID, Task or Deliverable	Completion Date*	Percent	Amount
Needs Analysis Completion	04/15/2002		\$4,800.00
Software Installation & Configuration	04/30/2002		\$28,140.40
Image Enabling	05/15/2002		\$4,800.00
Integrating and automating reports	06/02/2002		\$6,000.00
Jurisdiction Permit Automation	06/30/2002		\$10,800.00
Inventory Process	07/15/2003		\$6,000.00
Appraiser data direct	08/30/2002		\$8,400.00 t
Tax			\$1,963.23
*Contingent on 02/18/2002 start date			
<b>Total EDM System Charge</b>			<b>\$70,903.63</b>

Payment Schedule

Task completion dates and payment schedule are contingent upon completion of the needs analysis and shall be flexible in case of unforeseen delays. All payments will be made within fifteen days of invoicing. The tasks and payment schedule are as follows.

<u>Task</u>	<u>Completion Date</u>	<u>Amount</u>
Needs analysis	04/01/02	\$ 4,800.00
Software installation & configuration	04/15/02	\$ 28,140.40
Image enabling	04/30/02	\$ 4,800.00
Integrating & automating reports	05/15/02	\$ 6,000.00
Jurisdiction permit automation	05/31/02	\$ 10,800.00
Inventory process	06/15/02	\$ 6,000.00
Appraiser data direct	06/30/02	\$ 8,400.00
Tax		<u>\$ 1,963.23</u>
<b>TOTAL</b>		<b>\$ 70,903.63</b>