

AGREEMENT FOR SERVICES #090-S1411

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Columbia Ultimate, a Washington Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4400 Ne 77th Avenue, Suite 100, Vancouver, Washington 98662, and whose Agent for Service of Process is Columbia Ultimate, Inc., 4400 Ne 77th Avenue, Suite 100, Vancouver, Washington 98662, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide collection software licenses and support; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

WHEREAS, there is a current agreement between Contractor and County dated effective "August 15, 2006",

WHEREAS, this original agreement was for the purchase and implementation of the Revenue Plus Collection System (RPCS) Software Licenses which also included a Support Agreement for the time period as defined in the agreement;

WHEREAS, Contractor has created a new debt collection software product called Revenue Results that has been built from the ground up for government debt collections;

WHEREAS, Revenue Results incorporates newer technology including but not limited to utilizing Microsoft SQL Server for the database and Microsoft .NET as the architectural framework, and Microsoft C# as the programming language;

WHEREAS, Contractor is providing its current clients a stream-lined and customized software migration path for those clients wanting to upgrade to the new Revenue Results software,

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services:

1. The contract and the attached Exhibits constitute the agreement between Contractor and County.

The Exhibits are as follows:

Exhibit A – Software Migration Agreement

Exhibit B – Software License Agreement

Exhibit C – Software Support Agreement

Governing law will be the State of California.

2. Contractor will provide County with extraction services to capture the data that is currently being utilized by the County.
3. The County will purchase two (2) Revenue Results software licenses at a cost of \$3,750.00 each.
4. County will provide necessary hardware and software to run the Revenue Results application. This will include MS Word and .NET Framework (which comes standard with Windows). Contractor is not agreeing to purchase any additional hardware or software for the County.
5. The County is agreeing to the price of the Fixed Costs and Annual Support Costs found on the Fee Schedule included in Exhibit B. The Annual Support costs can change annually.
6. Contractor will assist the County with data integration, software migration and necessary information for a successful implementation of Revenue Results.

ARTICLE II

Term: This Agreement shall become effective upon delivery and installation of the software and shall remain in force until terminated by either party. The licenses shall continue on a year to year basis provided County pays the Annual License Renewal Fee.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with –the Fee Schedule included in Exhibit B. The total amount of this Agreement shall not exceed \$50,900.00 for the first year.

Following the initial acquisition of the Software, County agrees to pay an annual fee for License Renewal and Support Costs in order to continue the license. The amount of the annual fee is subject to change year to year and/or when the number of workstation software users changes.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subContractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County

business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for

such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Department of Child Support Services
3883 Ponderosa Road
Shingle Springs, CA 95682
ATTN: Laura Roth, Director

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Terri Daly, Purchasing Agent

Notices to Contractor shall be addressed as follows:

COLUMBIA ULTIMATE, INC.
4400 ne 77TH Ave, Ste 100
Vancouver, WA 98662
ATTN: Steve Ard, RevQ

or to such other location as the Contractor directs.

ARTICLE XI

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subContractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be

performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVI

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVII

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Nonresident Withholding: If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall

indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XIX

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Wendy Perry, Staff Services Manager, Child Support Services, or successor.

ARTICLE XXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIV

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

ARTICLE XXVI

Audit by California State Auditor: Contractor acknowledges that this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement pursuant to

California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three years, or for any longer period required by law, after final payment under the contract, all books records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XXVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

Requesting Contract Administrator Concurrence:

By: _____
Wendy Perry
Staff Services Manager
Department of Child Support Services

Dated: _____

Requesting Department Head Concurrence:

By: _____
Laura Roth
Director
Department of Child Support Services

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrising
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONTRACTOR --

COLUMBIA ULTIMATE, INC.)
(A WASHINGTON CORPORATION)

By: _____
Fred Houston
President Columbia Ultimate
"Contractor"

Dated: _____

By: _____
Jim Adamson
Chief Financial Officer

Dated: _____

By: _____
Corporate Secretary

Dated: _____

(glh)

(#090-S1411)

Exhibit A

Software Migration Agreement

Between

Columbia Ultimate, Inc., dba RevQ
4400 Ne 77th Avenue Suite 100
Vancouver, Washington 98662
360-260-5838

Hereafter "RevQ"

And

County of El Dorado
3883 Ponderosa Road
Shingle Springs, CA 95682
530-621-5780

Hereafter "County"

This Software Migration Agreement ("Agreement") is made by and between RevQ and County.

Whereas there is a current agreement between RevQ and the County dated effective "August 15, 2006",

And whereas this original agreement was for the purchase and implementation of the RPCS Software Licenses which also included a Support Agreement for the time period as defined in the agreement,

And whereas RevQ has created a new debt collection software product called Revenue Results, which has been built from the ground up for government debt collection,

And whereas Revenue Results incorporates newer technology including but not limited to utilizing Microsoft SQL Server for the database and Microsoft .NET as the architectural framework, and Microsoft C# as the programming language,

And whereas RevQ is providing its current clients a stream-lined and customized software migration path for those clients wanting to upgrade to the new Revenue Results software,

The two parties are agreeing to the following;

1. Exhibit B – Software License Agreement
 2. Exhibit C – Software Support Agreement
2. RevQ will provide the County with extraction services to capture the data that is currently being utilized by the County.

3. The County will purchase two additional software licenses.
4. County will provide necessary hardware and software to run the Revenue Results application. This will include MS Word and .NET Framework (which comes standard with Windows). RevQ is not agreeing to purchase any additional hardware or software for the County.
5. The County is agreeing to the price of the Support and Releases found in Exhibit B – Fee Schedule. This support price can change annually.
6. RevQ will assist the County with data integration, software migration and necessary information for a successful implementation of Revenue Results.

The parties intending to be legally bound have caused this Software Migration Agreement to be executed by their duly authorized representatives.

County	RevQ
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: Board Chair	Title: _____
Date: _____	Date: _____

Exhibit B

Software License Agreement

Between

Columbia Ultimate, Inc., dba RevQ
4400 Ne 77th Avenue, Suite 100
Vancouver, Washington 98662
360-260-5838

Hereafter "Rev Q"

And

County of El Dorado
3883 Ponderosa Road
Shingle Springs, CA 95682
530-621-5780

Hereafter "County"

This Software License Agreement ("Agreement") is made by and between RevQ and County. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **BACKGROUND.** RevQ, a subsidiary of Columbia Ultimate, Inc. an independent software sales, development, re-seller and consulting company licensed in the State of Washington. RevQ owns a copyright and holds all ownership rights to a series of computer programs collectively known as Revenue Results. County is licensing Revenue Results from RevQ which will be used in the operation of its business. County is aware that RevQ does not manufacture nor maintain any hardware or networks.

II. **DEFINITIONS.** For purposes of this Agreement, the following terms have the meanings set forth below:

A. "Workstation Software" means any Revenue Results software loaded onto any Hardware to access the Server.

B. "Documentation" means the tangible or intangible information necessary for the use, planning, operation and maintenance of the Software, including but not limited to the Revenue Results User Guide manual.

C. "Hardware" means any piece of tangible equipment used for the purpose of running Software.

D. "Product(s)" means those goods, supplies, materials, items, components, hardware, and the incidental associated software listed and/or described in this Agreement.

E. "Release" means an update of the Software, subsequent to the initial delivery of the Software, in which RevQ provides multiple new features and functionality to the Software. A Release will have updated Documentation, a new Release number, and by its nature will include any accumulated corrections which make the Software conform to the Documentation, or any improvements in the performance of the Software.

F. **"Server"** means all the inclusive attributes of the Revenue Results software residing on the Hardware used to store the database and Revenue Results software application.

G. **"Software"** means Revenue Results Server and Workstation Software and any ancillary products used in collection of outstanding credit obligations.

H. **"License and Support Fees"** means the current license and support fee County is paying in the amount of \$14,387/year. The new support amount will be \$12,760 which includes licensing. Whereas the County has paid for licensing and support for fiscal 2014 on the current RPCS system RevQ will provide the appropriate schedule of new fees when the migration is completed and deal with any prorated amounts at that time.

I. **"Advanced Distribution Module"** means that software development specific to the appropriate distribution of fines and assessments to the appropriate accounting buckets. In RPCS, County's current application, County utilizes the Account Distribution/Payment Proration Module which is an add on product. In Revenue Results the Advanced Distribution Module is part of the standard application and that there is no additional charge for it.

J. **"Project Management"** means the assignment of a certified project manager to all of our projects of this nature to keep all of the elements moving forward for a successful implementation. The project manager initiates the project with a Project Plan and timetable developed with the RevQ staff and County representatives. The PM will set up weekly conference calls to provide updates, manage timeframe and address open items. Our projection on projects of this nature allows for 32 hours invested by the project manager at our standard rate of \$156.25/hour. There is no additional billing if the project runs over the 32 hours.

K. **"System Setup and Collector Process Training"** means that training which is specifically for those in an administrative role that will be assigning system privileges and work flow to the system. This training can include some of the same people that are in the End User training. This training is usually done in advance of the end user training during the setup and testing phase of the project. The project manager arranges training and will seek an acceptance of the training that has been completed for go-live. If there is a need for any additional training after go-live on the Revenue Results platform, those costs would be covered as part of the annual support plan.

L. **"End User Training"** means that training for County collections staff and those using Revenue Results on a daily basis and is usually done as part of go-live activities. The project manager arranges training and will seek an acceptance of the training that has been completed for go-live. If there is a need for any additional training after go-live on the Revenue Results platform, those costs would be covered as part of the annual support plan.

M. **"Upgrades"** means an update to the Software, subsequent to the initial delivery of the Software, in which RevQ has incorporated any accumulated corrections which make the Software conform to the then current Documentation, any improvement in the performance of the Software, any minor new features or functionality which were not formerly functions of the Software.

N. “Collections Process Analysis and Functional Review” means the process of a RevQ analyst working with County personnel to identify key functional areas and system requirements in place at the County.

O. “Data Conversion RPCS to Revenue Results” means the migration process of the information stored in the proprietary database utilized by RPCS to the SQL tables utilized by Revenue Results. RevQ staff work closely with County staff to convert the data through a number of test iterations and certify that the end migration of data is complete and correct. The final migration will occur at go-live after the County has completed all updates to the data in the RPCS system.

III. **SCOPE OF LICENSE.**

A. RevQ grants to County a nonexclusive, nontransferable license for the Software. RevQ continues to own all rights to the copy of the Software licensed to the County under this Agreement along with any and all copies that the County is authorized to make.

B. **County’s rights to use Software are** specified in this Agreement, and RevQ retains all rights not expressly granted in this Agreement.

C. County may make one back-up copy for disaster recovery use.

D. RevQ will put the Software in Escrow at a mutually agreed on location, at the **County’s request and at the County’s initial and on-going** expense under a separate written agreement if desired.

E. The Software is and at all times shall remain the sole property of RevQ. The ownership is protected by the copyright laws of the United States and by international treaty provisions. Nothing in this Agreement constitutes a waiver of any rights under U.S. Copyright law or any other international, federal or state law.

F. Unless agreed to in advance in writing by RevQ, County shall not assign, rent, lease, or otherwise sublet the Software or any part thereof to any third party, and County shall not use the Software for any purpose other than expressed in this License.

G. The Software is licensed to County so that only one copy of the Server is in use at any given moment and that the County will only access the Server up to the maximum Workstation Software licenses the County has purchased from RevQ.

H. The data populated by the County is solely owned by the County. RevQ will not use any County data elements in any form.

I. Upgrades and Releases of the Software currently licensed to the County will be offered to the County at no additional charges as long as they have a valid and current Support agreement. If a CD is requested, then County is responsible for the freight charges.

IV. **TERM AND TERMINATION.**

A. The term of this License shall begin upon the delivery of the Software and shall remain in force until terminated in accordance with the terms of this Agreement.

B. This Agreement may be terminated, **at RevQ's discretion, if payment for Software license fees is not made to RevQ when due as defined on RevQ's fee schedule.**

C. This Agreement can be terminated by the County with 30 days written notice.

D. Upon termination of this Agreement, County shall promptly return all copies of the Software and accompanying written materials to RevQ.

V. **FEES AND CHARGES.**

A. Unless otherwise specified on the invoice, all payments shall be due upon invoice and shall be deemed late if not paid within forty-five (45) days from the date of **County's receipt of invoice. Prices and fees are exclusive of, and County shall be solely responsible for paying, all sales, use, excise and similar taxes relating to the sale or license of the Software.**

B. Products or services requested by County in addition to those specified in this **Agreement will be billed to County at RevQ's then current rates.**

C. Freight charges will be billed as incurred at the then current ground shipping rates unless County requests additional methods of transportation.

VI. **SERVICES AND SUPPORT**

A. No services come with the licensed software unless specified in the Fee Schedule. If the County would like additional on-site, electronic, or telephone services setting up the software, the County can make arrangements with RevQ based on the availability of RevQ personnel at the then current rates for that service under a separate written agreement.

B. RevQ provides no Software support under this license Agreement. Revenue Results support is available through a separate support agreement.

VII. **CONFIDENTIALITY.** County shall take all reasonable steps necessary to ensure that the Software and related documentation, or any portion thereof, on magnetic tape, disk, or memory or in any form, are not made available by County or by any of its employees to any organizations or individuals not licensed by this Agreement to make use thereof. County warrants that all those individuals having access to the Software and related documentation under this License shall observe and perform this non-disclosure covenant. In particular, County recognizes the proprietary nature of Software and the related documentation and, in connection with the Software and related documentation, agrees as follows: (a) to instruct its employees having access to Software and related documentation not to copy or duplicate programs or make disclosure with reference thereto or of any components thereof to any third party; and (b) to effect normal security measures to safeguard Software and related documentation from theft or from access by persons other **than its own employees using the Software and related documentation for County's** own requirements. The obligations of County under this Section shall survive the termination of this License for three (3) years following termination of this Agreement.

VIII. **LIMITED WARRANTY.**

A. RevQ warrants that it has the right to license the Software to County under terms of this License and RevQ does not infringe upon the rights of any third parties and that the Software does not violate any U.S. protected copyright or trademark or any other proprietary rights of third parties.

B. RevQ warrants that the Software will perform substantially as described in the Documentation which is outlined in the Revenue Results User Guide at the time of the execution of this Agreement, provided such Software is used on hardware that meet the minimum specifications made available by RevQ at the time of the execution of this Agreement. This warranty will expire thirty (30) days from the delivery date of the Software.

C. In the event the Software does not so perform, RevQ's sole obligation in case of any breach of this warranty shall be to repair or replace, at RevQ's option, any component of the Software which does not perform as documented.

D. Except as specifically provided herein, RevQ shall have no liability to County or any other party because of the failure of the Software to so perform and RevQ **does not warrant that the functions contained in the Software will meet County's** requirements or that the operation of the Software will be uninterrupted or error free. RevQ assumes no responsibility for Software which has been altered or modified, except if altered or modified by RevQ.

E. RevQ disclaims all other expressed or implied warranties, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, and implied warranties arising by usage of trade, course of dealing, or course of performance.

F. In no event shall RevQ be liable for any indirect, special, incidental or consequential damages, such as, but not limited to, loss of anticipated profits, cost **of overhead or any substitute service, claims of County's Workstation Software for** such damage or other economic damages, including without limitation loss in connection with or arising out of the use of the Software or the Services provided for in this Agreement, even if RevQ has been advised of the possibility of such damages.

IX. **INDEMNIFICATION.**

A. Proprietary Rights -- RevQ shall defend and pay the cost and damages made in settlement or awarded as a result of a legal action based upon an allegation that the Software furnished by RevQ hereunder infringes a U.S. Patent, copyright or trade secret, if RevQ is notified promptly in writing of such action and if RevQ shall have **sole control of its defense and negotiations for settlement. If County's use of the** Software is finally enjoined, RevQ will, at its option: (1) procure the continued right of use; or (2) replace or modify the Software to restore the right of use; or (3) terminate the License for the infringing Software and refund the balance if any of license fees paid for the Software, prorated over a 3-year term from the commencement of the licensed Workstation Software. RevQ shall not be liable for infringement of any right resulting from use of the Software in a manner for which it

was not specified. The foregoing states the entire liability of RevQ with respect to claims based on and resulting from the infringement of patents, copyrights or trade secrets.

B. General -- RevQ agrees to indemnify, defend and hold harmless County and its officers, directors, agents, employees, corporate parents, affiliates and subsidiaries **(the "indemnified parties")**, and to require all subcontractors to release, indemnify and hold the indemnified parties harmless from and against any and all claims for **damages, losses and expenses (including attorney's fees) arising out of this Agreement** to the extent that any such claim, damage, loss, or expense is (i) attributable to bodily injury, including death or damage or destruction of tangible, real or personal property, and (ii) is caused by any willful or negligent act or omission on the part of RevQ, its agents or anyone directly or indirectly employed by any of them. NOTWITHSTANDING THE ABOVE, REVQ SHALL BE RESPONSIBLE ONLY FOR DIRECT LOSSES, EXPENSES OR DAMAGES, AND SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

X. **DISPUTE RESOLUTION.** If any controversy or claim arises out of or relates to this Agreement, or the breach thereof, the parties agree that senior management will attempt in good faith to settle the controversy or claim within ten (10) business days thereafter before resorting to arbitration pursuant to this Section. If said controversy or claim cannot be settled through such senior management intervention, either party may initiate action in a court of competent jurisdiction.

XI. **DEFAULT.**

A. RevQ shall be deemed to be in default if the Software does not perform as documented in the Revenue Results User Guide and cannot be brought into compliance with the documentation within a reasonable period of time.

B. County shall be deemed to be in default if payment is not made in accordance with this Agreement.

C. County shall be deemed to be in default if an attempt is made to transfer the Software, without the approval of RevQ, or if in violation of Section III subsection F of this agreement.

XII. **REMEDIES AFTER DEFAULT.**

A. This Agreement may be deemed terminated at the sole discretion of the non-defaulting party.

B. All materials supplied to the County by RevQ shall be returned if this Agreement is terminated.

XIII. **MISCELLANEOUS.**

A. Force Majeure. No party shall be in default if failure to perform any obligation **hereunder is caused solely by supervening conditions beyond such party's control**, including acts of God, civil commotion, strikes, labor disputes, interruption of transportation, unavoidable accidents, or governmental demands or requirements.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the County.

C. Binding Effect. This Agreement inures to the benefit of and is binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

D. Severability. If any provision of this Agreement shall be held to be invalid, it shall not affect the balance of this Agreement.

E. Notices. Except as otherwise provided herein, any notice or other communication given hereunder shall be in writing and shall be given by personal service, express courier (such as UPS), telecopy, or by certified or registered mail to the addresses shown on this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by certified or registered mail shall be deemed to have been given at the date and time of receipt.

F. Compliance. The County shall assume all responsibility for compliance with local laws, ordinances or other regulation relating to the operation and the use of the Software.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter and supersedes all existing Agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed to by both parties.

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FEE SCHEDULE

QTY	DESCRIPTION	FIXED COST	ANNUAL SUPPORT COSTS
10	Revenue Results Software Licenses Cost waived (Value of software is currently \$50,000)	0.00	\$11,000.00
	2 New Licenses (Users)	7,500.00	
	Collections Process Analysis and Functional Review Fixed Cost	3,840.00	
	Revenue Results End User Training (done remotely) Fixed Cost	3,600.00	
	System Setup & Collector Process Training (done remotely) Fixed Cost	5,400.00	
	Project Management	5,000.00	
	Data Interface Consulting	0.00	
	Data Conversion RPCS to Revenue Results Fixed Cost	12,800.00	
1	Advanced Distribution Module – included in RR	0.00	
1	California FTB/COD Module – Value \$4,000	0.00	880.00
1	California Tax Intercept Module – Value \$6,000	0.00	880.00
	Subtotals	\$38,140.00	\$12,760.00*
	*Support credit for unused portion of RPCS support and proration of support for Revenue Results when the system goes live.		TOTAL \$50,900.00

See Support Agreement for more information regarding Applicable Support Fees.

Payment Terms: Customer will be billed as each Deliverable (Line Item) above is incurred. Project management will be billed at the end of the project

Exhibit C

Software Support Agreement

Between

Columbia Ultimate, Inc., dba RevQ
4400 Ne 77th Avenue, Suite 100
Vancouver, Washington 98662
360-260-5838

Hereafter "Rev Q"

And

County of El Dorado
3883 Ponderosa Road
Shingle Springs, CA 95682
530-621-5780

Hereafter "County"

This Software Support Agreement is subject in all respects to the Software License Agreement, except that in the event of a conflict between this Agreement and the Software License Agreement, the terms and conditions of this Software Support Agreement shall govern for the purposes of this Agreement only.

I. **TERM OF SUPPORT.** The initial term of Support shall be twelve (12) months unless and until either party shall provide the other thirty (30) days written notice of termination. The term shall be automatically renewed for additional twelve (12) month terms unless terminated, canceled or extended.

II. **DEFINITIONS.** In addition to the terms defined in the Software License Agreement, the following capitalized terms used in this Agreement shall have the following meanings for purposes of this Agreement only:

A. **"Error" shall mean an error in the Software or a failure of the Software to conform, as documented in the Revenue Results User Guide, which negatively impacts the performance of County's operations. Errors can occur as: (i) errors in the Software or (ii) errors in Documentation.**

B. **"Priority 1 Error or Down System" shall mean the Software is unusable, produces incorrect results, or fails catastrophically in response to input files. The Software does not perform most of its documented functions.**

C. **"Priority 2 Error or Detrimental" shall mean the Software is usable, performs most, but not all of its documented functions.**

D. **"Priority 3 Error or Inconvenient" shall mean the Software is usable but due to an error does not provide the function in the most convenient way.**

E. **“Support”** means the work to be provided by RevQ under the terms of this Agreement, including answering of questions regarding the operations of the Software and any corrections required to make the Software operational as provided in the Documentation.

III. **SERVICE PROVIDED BY REVQ**

A. RevQ agrees to maintain the Software in conformity in all material aspects with the Documentation. RevQ shall correct all Errors discovered by County or RevQ.

B. Software Support. If County believes that there is an Error, County will notify RevQ, describing the Error in such detail as is reasonably necessary and available for RevQ to provide resolution of the Error. RevQ shall promptly investigate the Error **and shall advise County of RevQ’s plans for corrective action. RevQ shall remedy** such Error as follows:

1. Priority 1 Error (Down System). RevQ will promptly respond within (2) hours of notification and shall use its best efforts to provide a resolution to Priority 1 Errors within thirty-six (36) hours of receipt of an Error report.

2. Priority 2 Error (Detrimental). RevQ will respond within (8) hours of notification and shall use its best efforts to provide a resolution to a Priority 2 Error within five (5) business days of receipt of an Error report.

3. Priority 3 Error (Inconvenient). RevQ shall use its best efforts to provide a solution for problems designated a Priority 3 Errors within thirty (30) calendar days of receipt of an Error report.

C. RevQ will provide to County toll free phone service (in the United States) for consultation, Error report and resolution. Calls shall be placed by the Administrator defined in the Software and whose name should be provided to RevQ prior to the initial installation of the Software. Calls can be placed during U.S. Pacific Time from 5:00 a.m. to 5:00 p.m. Monday through Saturday, excluding any holidays recognized by RevQ as **company-wide holidays as posted on RevQ’s website annually. Additional** charges for after-hour support will apply when County initiates an Error report outside these hours and requests that RevQ respond immediately.

D. ELECTRONIC ACCESS. County will, at its expense, provide the necessary **equipment to allow RevQ remote access to County’s computer. County authorizes RevQ to access County’s computer either on site or via remote electronic access to** isolate Errors in the Software, and, where practicable, attempt to apply corrections. **County shall furnish access to County’s computer to RevQ without charge for the** time required by Columbia Ultimate to furnish Support. All electronic access charges incurred by Columbia RevQ (i.e. modem calls) will be billed to County. If practicable, **County will comply with RevQ’s connectivity standards when providing RevQ with remote electronic access to County’s computers. County’s use of non-standard connectivity methods may delay RevQ’s response time to Error Reports. While RevQ** will attempt to accommodate non-standard connectivity methods, County use of

non-standard connectivity methods voids RevQ's obligation to respond to and resolve Error Reports within the times set forth in section B within this section.

E. Additional Services. Any services provided in addition to those specified above ("Additional Services") will be billed to County at RevQ's then current rates under a separate written agreement.

IV. FEES AND CHARGES

A. Fees. As consideration of the Software Support services rendered by RevQ, County shall pay RevQ the fees and charges set forth in the section titled "Support Fee" below. These amounts are subject to change year to year and/or when the additional number of Workstation Software users changes.

B. Invoicing. RevQ will invoice County in accordance with the schedule of payments set forth in the **Support Fee** below. The amount is due forty-five (45) days after County's receipt of invoice. In the event that the County does not pay the full invoiced amount within forty-five (45) day period, RevQ shall have the right to terminate Support. RevQ shall continue to have the right to recover payment of all amounts for Support rendered prior to such termination.

C. Taxes. County will pay all applicable excise, sales or other taxes unless tax exempt certificate is provided.

V. TERMS AND CONDITIONS OF SUPPORT

A. For Software Support, RevQ shall only be responsible for providing Support for RevQ's most current Release of the Software and for the three (3) previous Releases of the Software.

B. RevQ shall be under no obligation to furnish Support under this Agreement should Support be required as a result of:

1. Operation of the Software in environmental conditions outside those prescribed by the hardware platform manufacturer or those defined in the Hardware Specifications provided by RevQ for the Release the County is running on;
2. Failure by County to keep the hardware platform properly maintained in accordance with standards of maintenance prescribed by the manufacturer; or
3. The Software maintained or modified by anyone other than RevQ or a third party authorized by RevQ.

C. In the event it is determined that RevQ provided Support arising from the above or from some other cause not related to the Software, RevQ reserves the right to charge County for the performance of such Support as an additional service.

D. Notwithstanding the exclusions specified above, RevQ's obligations to provide support shall not be affected by County's modification of the Software so long as RevQ can discharge its Support obligations notwithstanding such modifications or following their removal by County.

E. County agrees to provide the necessary equipment to allow remote access to **County's computer system via modem phone line or via the internet.**

F. County agrees to provide the name of the one Administrator as defined in the Software as a person to work with RevQ in diagnosing areas of concern.

G. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all other oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a written agreement subscribed by both parties.

Support Fee

County has "10 Licenses" of Revenue Results Software valued at \$ 50,000.00. The support fee is currently \$11,000.00 annually for 10 licenses. The annual fee will start and be charged as of the date the software is available for production use. Support for Revenue Results modules is currently 10% of the license value for each module.

All Prices listed are in US Dollars unless otherwise specified