SIGMA SOFTWARE LICENSE AGREEMENT #594-S0311
ADDENDUM I

This Addendum I to that Sigma Software License Agreement #594-S0311, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Licensee"), and Sigma Data Systems, a Division of CPS Human Resource Services, a California Joint Powers Agency, duly qualified to conduct business in the State of California, whose principal place of business is 333 N. Wilmot Road, Suite 205, Tucson, AZ 85711 and whose local place of business is 241 Lathrop Way, Sacramento, CA 95815; (hereinafter referred to as "Licensor");

WITNESSETH

WHEREAS, this is an addendum to the existing license agreement between the parties listed above and in accordance with Sigma Software License Agreement #594-S0311 dated February 25, 2003, incorporated herein and made by reference a part hereof; and

WHEREAS, this addendum does not change terms or conditions of the aforementioned license except to add licensing for the Sigma 5 Applicant Management System, Enterprise Edition in exchange for equivalent components of Licensee's Sigma 5 Applicant Management System Professional Edition license and adds payment conditions for the AMS EE upgrade. Sections 4C, 4D, 4E and 4F below are replacing the same sections within original software license agreement.

4. CONSIDERATION.

C. AMOUNTS PAYABLE BY LICENSEE FOR SIGMA SOFTWARE LICENSE.

ITEM	PRICE
Base system license upgrade to AMS 5 EE (includes one new licensed user for web components):	$18,000.00
Five additional user licenses upgraded at $500.00 each (10% discount):	$ 2,250.00
Total Software Cost:	$20,250.00

D. AMOUNTS PAYABLE FOR PROFESSIONAL SERVICES.

ITEM	PRICE
Licensor shall assume all travel expenses for Licensor's employees while at Licensee's site.	
Two (2) days of on-site pre-implementation planning @ $1,000.00 per day:	$ 2,000.00
Five (5) days of on-site training & implementation @ $1,000.00 per day:	$ 5,000.00
Total Professional Services:	$ 7,000.00

E. AMOUNTS PAYABLE FOR EXTENDED TECHNICAL SUPPORT (ETS).

ITEM	PRICE
Twelve (12) months extended technical support:	
• First Year (3/25/06 thru 3/24/07) - No Charge:	$ 0.00
• Second Year (3/25/07 thru 3/24/08) ($7,150.00 - $865.00 – Credit for AMS 5PE ETS Agreement #203-S0610 for period 3/25/06-6/13/06):	$ 6,285.00*
• Third Year (3/25/08 – 3/24/09):	$ 7,150.00*
• Periodic price increases, not to exceed 5%:	$ 986.00
Total Extended Technical Support:	$14,421.00

* Periodic price increases applicable.

F. TOTAL AMOUNTS PAYABLE FOR SECTIONS 4C, 4D AND 4E

ITEM	PRICE
Total Software Cost:	$20,250.00
Extended Technical Support:	$14,421.00
Professional Services:	$ 7,000.00
Applicable Taxes:	$ 1,519.00
TOTAL COST:	$43,190.00

The Licensee has elected to exercise the 3-year payment option for the software. As a result, the Licensee shall make three equal payments to divide the payment for the software license ($20,250.00) across three budget years as follows:

1) Payment due upon completion of initial installation (Year 1): $6,750.00 for 1/3 of software costs, plus applicable sales tax; and $7,000.00 for Professional Services.
2) Payment due one year after initial installation (Year 2): $6,750.00 for 1/3 of software costs, plus applicable sales tax; and $6,285.00 for ETS, plus applicable increase not to exceed 5%.
3) Payment due two years after initial installation (Year 3): $6,750.00 for 1/3 of software costs, plus applicable sales tax; and $7,150.00 for ETS, plus applicable increase not to exceed 5%.

8. NOTICES

Notices sent by mail shall be considered given on the third business day after mailing or upon actual receipt, whichever is earlier. All notices, requests, demands, and reports to be given under this Agreement are to be in writing, delivered by hand, telegram, or certified or registered mail to the following address (which may be changed by written notice):

LICENSOR: SIGMA DATA SYSTEMS
333 N. WILMOT ROAD, SUITE 205
TUCSON, AZ 85711

LICENSEE: EL DORADO COUNTY
HUMAN RESOURCES
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: STEVE JANICE, DIRECTOR

LICENSEE CONTRACT ADMINISTRATOR:

The County Officer or employee with responsibility for administering this Agreement is Steve Janice, Director of Human Resources, or successor.

Except for this addendum, all other parts and sections of Sigma Software License Agreement #594-S0311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: 7/28/06
     Steve Janice, Director
     Human Resources

Requesting Department Head Concurrence:

By: _____ Dated: 2/28/06
     Laura S. Gill, CAO

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IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to Sigma Software License Agreement #594-S0311 the day and year first below written.

<div align="center">

--- L I C E N S E E ---

</div>

Dated: _3-14-06_

By: _James R Sweeney_
                        Chairman
                        Board of Supervisors
                        "Licensee"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _Cindy Keck_ Date: _3-14-06_
        Deputy Clerk

<div align="center">

-- L I C E N S O R --

</div>

Dated: _____

<div align="center">

SIGMA DATA SYSTEMS
A DIVISION OF CPS HUMAN RESOURCE SERVICES
A CALIFORNIA JOINT POWERS AGENCY

</div>

By: _Jerelyn Gray_
SENIOR MANAGER Executive Vice-President
                        "Licensor"

PJC

SIGMA
Simplifying Your Future
SIGMA DATA SYSTEMS, INC.

SIGMA SOFTWARE LICENSE AGREEMENT
© Copyright 1999 - 2003 Sigma Data Systems, Inc.

1. RECITALS

A. PARTIES. EL DORADO COUNTY, hereinafter referred to as Licensee, and SIGMA DATA SYSTEMS INCORPORATED, hereinafter referred to as Licensor, do hereby enter into the following agreement. Licensor is the vendor of a computer software system called SIGMA 5, hereinafter referred to as SIGMA, and wishes to license it to Licensee on the terms and conditions provided in this agreement. Licensee wishes to obtain a license to use SIGMA from Licensor on the terms and conditions provided in this agreement.

B. EFFECTIVE DATE. This agreement shall become effective after all parties have signed it. The effective date shall be the date signed below by Licensor or Licensee, whichever is last.

C. SIGMA. SIGMA is an automated applicant management system. It is designed to support the routine applicant tracking and processing operations of recruitment, screening, examination, selection, register maintenance, certification of eligibles, statistical analysis, test development, affirmative action, and workload reporting; the level of automation for each process listed is dependent upon the Edition licensed as detailed below. SIGMA is licensed and configured as any combination of one or both of two main components. The two main SIGMA components are Applicant Management System (AMS) and Test Management System (TMS). AMS is licensed in any one of three possible Editions: the Standard Edition, Professional Edition or Enterprise Edition. The components, Edition, and number of users which are actually licensed herein, are those for which license fees are itemized in Section 4C below. In the event that Licensee has not licensed all components and options at this time, Licensee may request amendment of this license in the future in order to license additional components based on the pricing and terms and conditions being offered by Licensor at that time.

2. SPECIFICATIONS

The features, functions, operating system and hardware requirements, and capacities of each SIGMA component are explained in the appropriate manuals for AMS or TMS, which are included in the software as help files. These manuals also contain complete instructions on the operation of the programs. These manuals shall be considered incorporated into this agreement by reference.

The features, functionality, and general purpose of the AMS software is set forth in Exhibit A, Sigma 5 Applicant Management System Specifications, attached hereto.

TMS requires that the Licensee have a MICROSOFT® Word 2000 SR-1 or Word XP license for each TMS workstation. This license is not included with SIGMA. Use of Word XP is likely to result in a TMS 5 database double the size of one using Word 2000.

The SIGMA software license does NOT include any of the required hardware, nor operating system software, nor the hardware and software needed for daily data backup, nor that required for protection from power interruption.

3. AGREEMENTS

In consideration of the recitals and covenants contained in this agreement, the parties agree as follows:

A. COVERAGE. The terms and conditions specified in this license agreement shall apply to all licensed SIGMA components and to any custom SIGMA related programs licensed herein or provided at a later date through upgrade releases or amendments to this license. This agreement sets forth the entire understanding between Licensor and Licensee and may be amended only in writing. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THE REPRESENTATIONS OR PROMISES OF THIS AGREEMENT.

B. GRANT AND LIMITATIONS. Licensor hereby grants to Licensee, and Licensee accepts from Licensor, a nonexclusive, nontransferable and revocable license to use SIGMA on no more than the number of workstations specified in Section 4C below. This number of users limitation refers to the total number of different workstations upon which Licensee may, at any given moment, operate any or all of the SIGMA programs and its options, except the Test Administration Program (TAP). A "workstation" means either a stand-alone single-user computer or a node or terminal on a multi-user system or network of computers. Licensee may NOT use SIGMA and all of its ancillary or optional programs in such a way that more than the total number of users licensed are running any of the SIGMA programs simultaneously, whether at the same place or at different locations. The TAP provided with the TMS component may be used on no more than twenty-five (25) personal computers located in the same examination

room, at any one time. These twenty-five (25) computers are in addition to the number of workstations specified in Section 4C below. This grant authorizes the use by Licensee of only the configuration specifically paid for, as itemized in Section 4, below. Licensee agrees to use the SIGMA software ONLY for its own internal business purposes and not to use it in providing data processing related services to any other party or organization, except when serving those affiliate agencies or boards as may be determined by law or Licensee's Board of Supervisors.

C. LICENSED CONFIGURATION. This agreement entitles Licensee to install and use one SIGMA system so that no more than one AMS and/or one TMS database is used. The Licensee is entitled to use SIGMA in the configuration specified in Section 4C below so that no more than the total number of users licensed below are using any of the SIGMA programs simultaneously. The operation of any of the off-line programs, or any other optional or custom programs, except TAP, that may have been provided to work with SIGMA related files are also considered part of the SIGMA system, and their users are counted as workstations against the total number of simultaneous users licensed.

D. TERM. The SIGMA software license agreement shall remain in force in perpetuity. Licensor may at its sole option terminate this agreement at any time, without any refund of fees paid, if Licensee fails to comply with any of the terms and conditions of this agreement. Licensee agrees upon termination to return to Licensor all original SIGMA program distribution disks and manuals, and to erase all SIGMA programs from all hard drives, backup CD-ROM disks, backup tapes, and any other storage media.

E. ASSIGNMENT AND SUBLICENSING. Licensee agrees that it will not assign or sub-license any of its interest in this agreement, and that any attempt to do so shall be void and shall constitute a breach of this agreement. If Licensor assigns its interest in this agreement, then Licensor shall notify Licensee.

F. PROPRIETARY NATURE AND CONFIDENTIALITY. Licensee acknowledges and agrees that the SIGMA SOFTWARE INCLUDING ITS CODE, DOCUMENTATION, APPEARANCE, STRUCTURE, AND ORGANIZATION, IS A PROPRIETARY PRODUCT OF SIGMA DATA SYSTEMS, INC, AND IS PROTECTED BY COPYRIGHT AND OTHER LAWS. TITLE TO THE PROGRAM, OR ANY COPY, MODIFICATION OR MERGED PORTION OF THE PROGRAM, SHALL AT ALL TIMES REMAIN WITH SIGMA DATA SYSTEMS, INC. All documentation pertaining to SIGMA along with any future enhancements and revisions to them, whether created or documented by Licensor or Licensee and whether or not copyrighted or copyrightable, constitute trade secrets and proprietary information of Licensor, and are valuable and unique assets of Licensor's business, and are revealed to Licensee in confidence, and shall remain the sole and exclusive property of Licensor, and are licensed and loaned to Licensee for use only under the terms of this agreement. Licensee agrees not to remove, alter, obscure or render in any manner unreadable all of Licensor's trademarks, trade names, logos, copyright designations, serial numbers, or other appropriate designations, which may appear on any SIGMA programs or other SIGMA material. Any tangible media upon which SIGMA programs or other SIGMA materials are delivered to Licensee are loaned to Licensee and shall remain the property of the Licensor. Licensee warrants that neither it nor any of

Licensee's employees or agents, who will have direct or indirect access to any of the SIGMA software or related documentation develop, sell, or represent competitive software systems or otherwise have a conflict of interest with Licensor; Licensee agrees to take all necessary actions to prohibit future access to any part of the SIGMA system to such persons. Licensee agrees not to allow any of its employees who may have any conflict of interest with Licensor, or have a financial interest in any competitor of Licensor, or are in any way involved in any competing software development activities, to use or see the SIGMA programs and manuals except the Test Administration Program, without the express written approval of Licensor. Licensee agrees not to allow any person who is not an employee of Licensee to view, or have access to, any SIGMA software or documentation except the Test Administration Program, without the express written permission of Licensor. Licensor shall have the right to withhold this permission and/or to make it contingent upon the signing of a CONFIDENTIAL NON-DISCLOSURE AGREEMENT. Licensee agrees to inform anyone whom it allows to have access to SIGMA programs or documentation of these provisions.

G. COPIES. Licensee agrees not to attempt to list, disassemble, "reverse compile", or in any other way attempt to recover or decipher the SIGMA system program source code or to allow any other party to do so. Licensee agrees not to make any copies of any portion of SIGMA, except to make backup copies of the SIGMA software for internal archival purposes to be used in case of damage to the original. Licensee agrees to keep such copies locked in a secure place. Licensee agrees to affix the following notice to all copies Licensee makes: "Copyright 1999-2003 Sigma Data Systems, Inc.". Licensee may make photocopies of the SIGMA user's manuals only for its internal use by its own employees who are SIGMA users or SIGMA administrators. Upon creation, such photocopies shall become the property of Licensor, and shall immediately become part of the licensed materials. Licensee agrees that it will take all reasonable steps to prohibit and prevent its employees and others from making unauthorized copies of the SIGMA software and documentation. Licensee agrees to inform all persons having access to SIGMA that it is a violation of federal copyright and other laws and of this agreement to make unauthorized copies of SIGMA software and documentation in any form.

H. MODIFICATIONS. Licensee agrees that neither it nor any of its employees, agents or representatives will modify or attempt to modify the SIGMA programs or manuals or data files' structures, without the express written consent of Licensor.

I. INSTALLATION, TRAINING AND SUPPORT. Licensor agrees to deliver SIGMA within one hundred eighty (180) days of the date of this agreement. The actual date of installation shall be decided by mutual consent of the parties. Licensor shall provide technical assistance for system installation and SIGMA training for up to fifteen (15) trainees per training session. The amount of time spent on site for installation and training, if any, shall be as specified in Section 4D below. Licensee agrees to provide the on-site training facilities and necessary computer equipment, including at least one computer for every two trainees. If the installation is delayed due to defects in, or non-availability of, Licensee's hardware, operating system software, or other reasons beyond the control of Licensor, then Licensee shall pay any actual living and travel costs associated with the delay plus $1,000.00 per day for each day or part thereof that Licensor's representative is delayed on site while performing the installation

and/or training. In addition, Licensor shall provide, at no charge, ongoing support for ninety (90) days following installation to Licensee via telephone or written consultation as requested by Licensee. Licensor agrees to respond to a call for technical support within one business day. If optional Extended Technical Support is included in this agreement, it will commence immediately upon termination of the ninety (90) days of ongoing support. Licensor may offer Licensee the option to renew it annually thereafter, at the then advertised prices. The Extended Technical Support includes unlimited telephone support during Licensor's normal business hours of 7:30 AM to 4:30 PM MST Monday through Friday, free upgrades to any licensed SIGMA components released during the period, complementary subscription to the SIGMA NEWSLETTER, discounts on new SIGMA software purchases, and discounts on specialized SIGMA training and consulting. Telephone consultation shall be requested during Licensor's normal business hours. Licensor agrees to respond to a call for technical support within one business day.

J. ENHANCEMENTS. Licensor shall provide Licensee free updates of any enhancements or revisions released during the warranty and support periods specified in Sections 3K and 4E below. Following the warranty or support period, Licensor may make any enhancements or revisions of SIGMA available to Licensee at additional cost. Sections 3A through 3H above shall apply to any future SIGMA revisions or enhancements which Licensee accepts (whether purchased by Licensee or provided for free by Licensor). Upon acceptance of any new SIGMA software, Licensee shall return, physically destroy or electronically erase media containing old copies of SIGMA, if so instructed by Licensor.

K. LIMITED WARRANTY. EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, THE PROGRAM IS PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Licensor warrants that SIGMA does not infringe upon the intellectual property rights of any other party. Licensor further warrants that SIGMA will conform to all substantial operational features and specifications in the current user's manuals, and will operate in accordance with the most recently issued user documentation. This WARRANTY shall be void if SIGMA is not operated in accordance with the USER'S and ADMINISTRATOR'S manuals or other supplied documentation. Licensor also warrants that SIGMA software is able to accept and process dates through the year 2500. Licensee must notify Licensor in writing, within ninety (90) days of installation, of its claim of any defect, describing it in sufficient detail so that Licensor can replicate the condition which Licensee considers to be a defect. If SIGMA is found defective by Licensor, Licensor's sole obligation under this warranty is to promptly remedy such defect in a manner consistent with Licensor's regular business practices.

L. LIMITATION OF REMEDIES AND LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Licensor does not guarantee that the operation of the program will be uninterrupted, nor that it will meet Licensee's needs, nor that it will be free of risk to the Licensee's data and operations, nor be trouble free or error free. Because software is inherently complex and may not be completely free of error, Licensee is advised to verify all results and to make daily backup copies. Licensee assumes all responsibility for system security and restriction of access to SIGMA data files by unauthorized users. Licensor does not guarantee that SIGMA's login security and encryption systems cannot be breached. Licensee agrees that Licensor shall not be responsible for any loss of data or time due to Licensee's failure to provide backup capabilities or to perform a successful daily backup. Licensee agrees that Licensor shall not be responsible for any loss of data for any reason, including loss of power, failure of any of Licensee's hardware, and failure of any networking systems. Licensee assumes full responsibility to determine if the consequences of using any given SIGMA feature in any given way in any given situation is appropriate for Licensee's intended results and is in compliance with its own methods, policies, procedures, and legal mandates. With regard to the actions to be taken in connection with this agreement and with the use of SIGMA, each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

Licensee agrees that Licensor's liability arising out of contract, negligence, strict liability in tort, or warranty shall not exceed the total amount payable by Licensee as specified in Section 4 below.

To the maximum extent provided by applicable law, the entire and exclusive liability and remedy for breach of the limited warranty shall be limited to replacement of the defective software or documentation.

M. BREACH OF AGREEMENT. In the event of an actual or threatened breach by either party of the provisions of this agreement, either party shall be entitled to injunctive relief restraining the other party from the breach or threatened breach. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. Paragraphs 3F, 3G, 3L, 3M, 3N and the entirety of Sections 4, 5, 6, 7 and 8 of this agreement shall survive the expiration or termination of any agreement or relationship between the parties for any reason, and shall be enforceable notwithstanding the existence of any claim or cause of action of Licensee against the other party predicated on any contract or other basis whatsoever. In the event it is necessary to employ an attorney to enforce this agreement, file suit, or collect monies due, the prevailing party shall be entitled to reasonable attorney's fees and costs.

N. DISPUTES. If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. However, nothing herein shall prevent either party from taking appropriate legal action to enforce this agreement or recover damages in the event of an alleged breach.

O. CHOICE OF LAW. This agreement shall be governed by the laws of the State of CALIFORNIA.

4. CONSIDERATION.

A. LICENSE FEES. Licensee agrees to pay Licensor the total of the amounts specified in Section 4F below. Unless otherwise agreed to by the parties, all amounts listed below are due and payable within thirty (30) days of delivery and completion of any installation and training services; Licensor agrees to invoice Licensee following installation. Failure of Licensee to give written notice detailing the reasons for any claim that Licensor has failed to deliver in accordance with this agreement, shall be automatically deemed as acknowledgment that the installation and training was completed and that the invoice is therefore payable. Licensee agrees to pay, upon demand of Licensor, one-and-one-half percent (1.5%) per month interest on any payable amounts not received within ninety (90) days of receipt of invoice from Licensor.

B. TAXES AND REGISTRATION FEES. Licensee shall, in addition to the other amounts payable under this agreement, pay any state, county, city imposed license, registration, or franchise fees imposed upon Licensor, sales and other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this agreement. It is understood by both parties that the above does not include federal, state, or local taxes on Licensor's income from this transaction. Without limiting the foregoing, Licensee shall promptly pay an amount equal to any such items actually paid, or required to be collected or paid by Licensor. If Licensor is found to be subject to withholding under the State of California Franchise Tax Board requirements on non-resident entities subject to withholding, Licensee shall withhold seven percent (7%) of the $7,500.00 payment for on-site training services as identified in paragraph 4D herein. Pending resolution of this issue the County will withhold seven percent (7%) of the $7,500.00.

C. AMOUNTS PAYABLE BY LICENSEE FOR SIGMA SOFTWARE LICENSE.

ITEM	PRICE
SIGMA 5 Applicant Management System, Professional Edition (AMS PE), including one (1) licensed user:	$ 8,250.00
Four (4) additional AMS PE users licensed @ $1,100.00 each:	4,400.00
Total software license cost:	$ 12,650.00

This license is provided at a special rate in exchange for equivalent components of Licensee's SIGMA IV Software License.

D. AMOUNTS PAYABLE FOR PROFESSIONAL SERVICES.

Licensor shall assume all travel expenses for Licensor's employees while at Licensee's site.

ITEM	PRICE
Five (5) days of on site training @ $1,500.00 per day:	$ 7,500.00

Licensor agrees to provide, at no additional cost, a mechanism for the conversion of the main tables from Licensee's existing SIGMA IV data and technical support during the conversion process. Licensor furthermore agrees that the SIGMA IV Software License Agreement will remain effective until Licensee has verified the integrity of the converted data, or for six (6) months after SIGMA 5 installation and training, whichever comes first.

E. AMOUNTS PAYABLE FOR EXTENDED TECHNICAL SUPPORT.

ITEM	PRICE
Twelve (12) months extended technical support:	$ 2,990.00

If Licensee holds a current SIGMA IV Extended Technical Support contract, the prorated balance of the support fees paid for the equivalent components on that contract will be credited against this new support agreement.

F. TOTAL AMOUNTS PAYABLE FOR SECTIONS 4C, 4D AND 4E

ITEM	PRICE
Total Software Cost:	$ 12,650.00
Extended Technical Support:	2,990.00
Professional Services:	7,500.00
TOTAL ESTIMATED COST:	$ 23,140.00

5. CONSTRUCTION OF LANGUAGE.

All words in this agreement refer to whatever number and gender the context requires. Headings are for reference purposes and do not control interpretation.

6. SEVERABILITY

If any provision of this agreement is deemed to be invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed, and the remainder of this agreement shall continue in full force as if signed with the invalid portion so modified or eliminated.

7. WAIVER

Neither party's waiver of a breach or default by the other, nor delay or failure to exercise any right upon breach or default, shall impair rights for other breaches or defaults of the same or a different kind. The description of any breach or default in any notice shall not preclude the later assertion of other additional defaults or breaches.

8. NOTICES

Notices sent by mail shall be considered given on the third business day after mailing or upon actual receipt, whichever is earlier. All notices, requests, demands, and reports to be given under this agreement are to be in writing, delivered by hand, telegram, or certified or registered mail to the following address (which may be changed by written notice):

LICENSOR: SIGMA DATA SYSTEMS INCORPORATED
6367 E. Tanque Verde, Suite 110
Tucson, Arizona 85715

LICENSEE:	El Dorado County
In Care Of:	Ms. E. Christine Didlot
Department:	Human Resources
Street Address:	330 Fair Lane
City, State, Zip:	Placerville, CA 95667

LICENSEE CONTRACT ADMINISTRATOR:

The County Officer or employee with responsibility for administering this Agreement is Kathryn Libicki, Director of Human Resources, or successor.

9. INSURANCE

Licensor agrees to maintain the required insurance as specified in Exhibit B hereto, except that the term for which Licensee shall be certified as an additional insured shall be no longer than the duration of the initial Extended Technical support period specified herein.

---------- Nothing further follows on this page ----------

10. AUTHORIZED SIGNATURES

Licensor warrants that it is duly authorized to enter into this agreement, and that the person signing this agreement on behalf of Licensor has proper authority to sign this agreement and to bind Licensor.

_____ Executive Vice President February 14, 2003
For SIGMA DATA SYSTEMS INCORPORATED   Title   Date

Licensee warrants that it is duly authorized to enter into this agreement, and that the persons signing this agreement on behalf of Licensee have proper authority to sign this agreement and to bind Licensee.

Kathryn Libicki   Director of Human Resources
_____ _____
Personnel/Human Resources Director's Name Printed   Title

_____ February 18, 2003
Signature of Personnel/Human Resources Director   Date

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19____.

_____ My Commission expires:_____
Notary Public

_____ _____
Purchasing/Contracts Administrator Printed   Title

_____ _____
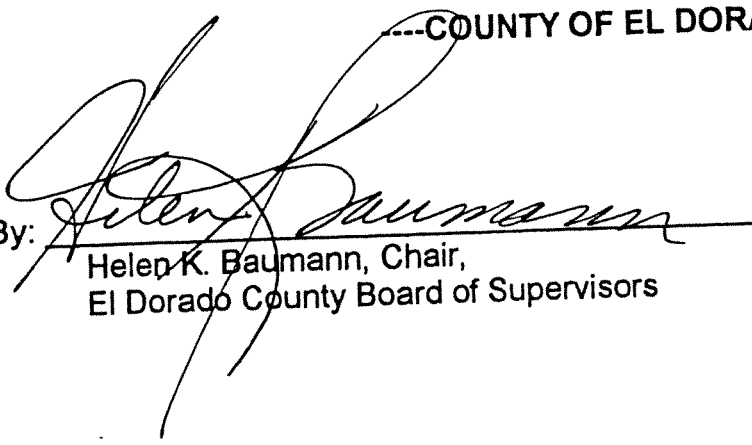Signature of Purchasing/Contracts Administrator   Date

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19____.

_____ My Commission expires:_____
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement between SIGMA Data Systems, Inc. and El Dorado County the day and year first below written.
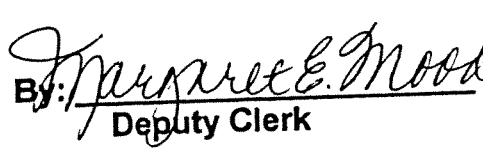
----COUNTY OF EL DORADO----

By: _Helen K. Baumann_   Dated: _February 25, 2003_
         Helen K. Baumann, Chair,
         El Dorado County Board of Supervisors

ATTEST:
Dixie L. Foote, Clerk

By: _Margaret E. Mood_ Dated: _February 25 2003_
         Deputy Clerk

Exhibit A

Sigma 5
Applicant Management System (AMS)
For the Public Sector

Σ Standard Edition
Σ Professional Edition
Σ Enterprise Edition

General Features and Specifications

Sigma 5 software provides a graphical user interface to maximize user productivity and allows maximum flexibility in the ever-changing world of computer data processing. Sigma 5 provides the security and integrity of today's most advanced SQL database engines without the expense of an on-site database administrator.

All modules of the Sigma 5 Applicant Management System software are designed specifically for public sector applicant processing. Sigma 5 is available in three versions or editions; each is designed to integrate tightly with the selection procedures and rules of agencies of varying size and complexity.

The software can run on most 32-bit Windows® operating systems (excluding Windows 9X) on standard desktop PCs, and is designed to operate in a networked environment to help you maximize productivity. (Recommended hardware specifications are available separately.)

Ninety days of Sigma Data Systems, Inc.'s superior technical support is offered at no additional charge with all Sigma 5 software licensing. It is available on an annual basis thereafter by contract.

All information in this document is subject to change without notice.

I. STANDARD EDITION (AMS 5 SE): THE APPLICANT TRACKING SYSTEM

General Description: AMS 5 SE is designed to provide basic applicant tracking and reporting for a personnel function that does not rely heavily on written examinations or that outsources most of its examination administration and scoring. A typical Standard Edition customer agency provides referrals to the hiring authority according to simple certification rules, such as "whole list". The simplicity of design and ease of use in AMS 5 SE means that no on-site training is required; rather, intuitive on-line tutorials are provided to orient new users.

Access Restrictions: AMS 5 SE provides simple login security by user name and password. All users are able to use any licensed program feature. All users can update any data fields in any of the data files. There is an ADMIN super-user who manages site configuration. The database is encrypted to prevent access to the data from outside the AMS program.

Typical System: Stand-alone PC; small peer-to-peer network; departmental dedicated file server-based local area network (LAN).

Client/Server (C/S) Database Option: A C/S version is available for sites with a large number of users or potential connectivity problems in their operating environment. (For more information on the advantages of C/S, see the "Data Protection" section of the Professional Edition description on page 6.)

Here's what your organization can do with the Standard Edition:

A. MANAGE RECRUITMENTS FROM APPLICATION TO HIRE

1. Track any number of applications per person for any number of jobs.

2. Maintain a list of each applicant's skills including competency and interest levels, as well as activation and expiration dates.

3. Associate an unlimited number of recruitment lists with any job classification, and keep track of useful information for each. List information typically includes critical deadlines, the name of the analyst assigned to the recruitment and the number of applicants who participated in specific parts of the process, along with other data important to your organization.

4. Establish and maintain lists of applicants who meet hiring criteria, and justify disqualification of those who do not.

5. Identify applicants for inclusion into tailored groups for minimum qualification screening, exam scheduling, and notification for any reason using an intuitive and powerful query interface. The query builder allows the user to create groups of applicants based on scores, skills, or other criteria. It also allows you to sort the

grouped applications by final score, ranks, bands, or any other value that you choose for viewing and reporting.

6. Update all applications in a specific group with the same user supplied value, such as examination date, preference points, expiration of eligibility, and others.

7. Perform a variety of score transformations for any group of applicants. Transformations available include redistribution of scores to fit any agency defined scale, conversion to percentages, standardization, and standard arithmetic between field values or user supplied values.

8. Plan, track, process and maintain agency wide or department specific open-competitive, promotional, reinstatement, and transfer lists.

9. Combine multiple exam components into a final score using any common weighting scheme desired, including incorporation of veteran's, seniority or other preference points.

10. Rank lists of eligible applicants based on multiple criteria to meet your certification rules.

11. When ranking the list, break ties based on criteria that you determine, such as application date, seniority or other applicable information.

12. Browse lists and manually enter updates for individual applications or specific groups of records using quick-entry screens of user selected fields created automatically by the system.

13. Import and export applicant information and other data using ASCII fixed or delimited formats, which are supported by industry standard third-party scanning software and other data collection tools. The import and export functions are useful for sharing information with other applications, including your agency's Web-based application form.

14. Import and export applicant or other data in AMS 5 format in order to share data with other agencies who use AMS 5.

15. Notify any applicant or group of applicants using specialized form letters that you write for your organization using a built-in document creation, editing and management system.

16. Move groups of applicants from one list to another or merge applicants from several lists.

17. Track each record's creation and most recent update, including who made or modified it and when he/she did so.

B. CREATE GENERAL AND STATISTICAL REPORTS

1. Reports can be viewed on-line, printed, printed to FAX or sent to a file for later editing or emailing.

2. Run most reports on any user-defined set of applications or other records.

3. Cross-tabulate the information in any data field with any other related data element in the system. This facilitates the reporting of gender or ethnicity data against other important criteria, such as EEO category or recruitment source.

4. Report descriptive statistics (mean, standard deviation, range, etc.) for scores or other numeric information.

5. Create reports in columnar format of any user specified information. Columnar reports can include information from a single table and joined tables as well as summaries of numeric data. For example, columnar reports can include information on applications alone, or on applications and the lists to which they belong.

6. Report by gender and ethnicity the number of applications received during specific time periods.

7. Automatically count the frequency of each value contained in a field specified by the user. For example, report the number of applicants by each recruitment source.

C. CUSTOMIZE THE SYSTEM TO MEET YOUR NEEDS

1. Easily add, modify, and remove as many authorized users as necessary, and assign each user a login password.

2. Develop a list of skills meaningful to your organization that may be associated with any person in the system for use in tracking qualifications. Some examples of information that can be tracked as skills include traditional KSAs, driver's license endorsements, educational credentials or teaching certificates.

3. Create and modify custom screens using the built-in screen painter. Custom screens can be designed to display or edit only the information that is necessary for a particular task.

4. Determine which information will be tracked by naming data fields to meet organizational needs, and easily create specialized help screens to go along with

those fields. Dozens of custom fields of several common types (number, character, date, date/time) are available.

5. Ensure the accuracy of imported or manually entered data by listing the acceptable entries for any field and specifying which value will be entered by default.

6. Create the list of job classifications appropriate to your agency.

7. Write an unlimited number of specialized form letters customized to meet any applicant notification need. Form letters can include almost any relevant information.

8. Create custom help screens and default processing values for procedures specific to your agency.

9. Save reusable templates for frequent tasks such as reports, score conversion, collecting applicants into distinct groups for processing (screening for minimum qualifications, scheduling for exams, etc.), and addition of preference points.

II. SIGMA 5 PROFESSIONAL EDITION (AMS 5 PE): SELECTION AND ASSESSMENT

General Description: AMS 5 PE includes all of the features in the Standard Edition and adds full merit/civil service personnel selection processing capabilities. It supports comprehensive automation of assessment-based personnel selection and facilitates complex referral (certification) of eligible applicants, as well as the management and historical tracking of those certified. Powerful site-tailored automation of common tasks is supported for increased ease of use.

Access Restrictions: In addition to the security features in the Standard Edition, users may be assigned to file access groups that restrict their insert, view, edit and delete rights to specific tables and fields. Users can also be assigned to "function groups" which restrict or grant their access to designated program modules and any related menu items. A recruitment or list can be "locked" for exclusive visibility or update by a single user.

Typical System: The typical AMS 5 PE implementation will involve a medium-sized LAN (local area network) using a dedicated file server, or an organization-managed WAN (wide area network) using a local or remote server.

Data Protection: The AMS 5 PE license fee includes an industrial-strength high-speed database server to protect the AMS database from corruption due to unreliable LAN or WAN data transmissions. Recognizing that the mission-critical nature of the selection function demands robust data integrity, the license includes the Advantage Database Server (ADS) engine. It protects against data corruption in spite of possible network problems even over possibly unreliable remote connections. The database server can be deployed on a local area network (LAN) or wide area network (WAN), using a Novell Netware, Windows® 9X, Windows® NT or Windows® 2000 server.

The Professional Edition lets your organization do everything in the Standard Edition plus:

A. PERFORM ADVANCED FUNCTIONS NOT AVAILABLE IN THE STANDARD EDITION

1. Scan applicant demographics directly into the database using a specialized "bubble sheet" application form and your Scantron Optical Mark Reader (OMR).

2. Determine which applications or other records to include in any batch using additional query functions at a more advanced level.

B. PROCESS EXAMINATIONS

1. Scan exam answer sheets, rating forms, profile assessments, or skills inventories using your optical mark reader (OMR) hardware, and store them for scoring by any number of methods.

2. Automatically track scores, subscores, and exam dates for any exam.

3. Define a wide variety of test retake policies for easy implementation.

4. Score answer sheets from any number of different exams at one time.

5. Easily duplicate answer sheets or groups of answer sheets in order to score using multiple exam keys or scoring models.

6. Create pre-established exam plans using specific test scoring models.

7. Apply differential weights to test item distractors, test items, subtests, and to each scored hurdle in the selection process.

8. Schedule exams for individuals or groups, and accommodate complex scheduling parameters such as testing facility capacity, multiple testing facilities, multiple sessions, and simultaneous multiple rating panels.

9. Use your organization's specialized scoring models to automate traditional education, training and experience assessments such as supplemental applications and profile questionnaires.

10. Share examination keys and item performance data with the Sigma 5 Test Management System (TMS 5).

11. Load computerized answer sheets into AMS that were captured using the Sigma Test Administration Program (TAP) included with TMS.

C. REFER (CERTIFY) ELIGIBLES FOR HIRE

1. Track requisitions and related referrals of eligible candidates by date, job class, department, and virtually any other information your site needs.

2. Track vacancies by budget position control numbers and associate one or more with a single requisition.

3. Band lists of eligible applicants based on intervals that you specify.

4. Certify eligible applicants to the hiring authority by selecting the appropriate rule for your agency from a built-in menu of common merit system rules.

5. Sort the list of certified eligible applicants by final score, ranks, bands, or any other value that you choose.

6. Automatically screen from certification any eligible applicants that indicated Clients (departments) and/or Locations (work site) preferences that do not match the current requisition.

7. Create, maintain and report on the history of all eligible applicants certified, including post-certification interview results, by applicant, referral, department, EEO groups, and other criteria.

8. Automatically keep track of the number of times any eligible applicant has been referred or even referred to a particular department, and also track the number of times an applicant has "declined interview," "declined offer," has been "interviewed but not selected," or had any other outcome as defined by your organization.

9. Generate certifications of eligible applicants from related lists or recruitments for similar job classifications.

10. Generate a certification of eligible applicants from any number of specified lists combined into a "virtual" list.

D. CREATE THESE ADDITIONAL STATISTICAL REPORTS

1. Report and analyze multi-hurdle applicant flow, adverse impact, and passpoint impact by gender, ethnicity or other EEO grouping for any specified set of applicants.

2. Generate reports of exam and item performance showing reliability, difficulty, discrimination, and distractor analysis statistics based on the entire test or on individual subtests.

3. Generate reports of adverse impact by test item.

4. Chart summaries and descriptive statistics in high resolution.

E. SECURE SENSITIVE SELECTION INFORMATION

1. Designate special super user(s) to control user login and file access group rights.

2. Assign users to file access groups having a variety of restriction levels including view only, view and update, and delete rights for specified tables and fields.

3. Assign users to functional access groups to define which of the major program modules they may use.

4. Limit certain users to specific licensed program functions by restricting their access to only relevant tables and/or fields.

5. Lock any specific recruitment list, examination, or requisition—either temporarily or permanently—for exclusive visibility and update by a single authorized user.

6. Verify all updates to demographic data, which are automatically audit-logged with before and after values, date/time of the change, and the name of the user who made the changes.

F. CUSTOMIZE THE SYSTEM TO MEET YOUR NEEDS

1. Create site-customized tasks to automate simple and complex policies and procedures.

2. Write customized help that applies to your organization's tasks and make it available from pertinent areas of AMS 5. This site specific help will make it simpler to bring new hires up to speed on your use of the system.

3. Specify various site policies that affect how the system is used.

4. Allow each individual user to set their own startup and operational preferences, including interface configuration and personalized tasks.

5. Create and maintain a list of subject matter experts used as raters. Send specialized mail-merge letters to them to request their assistance, thank them for their services, or for any other purpose.

6. Develop a list of Clients (departments) and/or Locations (work sites) as appropriate for your organization, for which applicants may indicate a willingness to work.

7. Use the task management system to define automatic exchanges of information between AMS 5 and other Human Resource systems and databases using any of several common industry-standard exchange formats.

8. Prepare site-customized Referral/Certification reports, including header and footer information sections as well as custom formatting of candidate information.

II. SIGMA 5 ENTERPRISE EDITION (AMS 5 EE):

DISTRIBUTED CANDIDATE PROCESSING

General Description: AMS 5 EE supports the configuration and management of an organization-wide employment system, usually directed by a central human resources agency, which is composed of two or more separate and typically specialized divisions such as recruitment, applicant intake, test administration, test analysis, and certification. AMS 5 EE allows specified tasks to be distributed to users in these divisions. In addition, external line agencies may be delegated certain tasks and/or certain job classifications, possibly under the general oversight and/or control of the central human resources agency. Various users who are responsible for planning and tracking specific projects and for supervising other end users may be given managerial access to facilitate assignment of tasks as well as productivity and workflow analysis.

Access Restrictions: In addition to the security features in the Professional Edition, specified user groups can be granted or denied access to view and/or update applicant data for designated job classifications or eligible lists. Access to any recruitment, exam, or requisition and its associated eligible list can be granted or denied for any combination of human resources and line agency user groups. "Project groups" may be used to restrict or grant user access to individual Project Plans.

Typical System: The typical AMS 5 EE implementation will involve a medium- or large-sized LAN (local area network), or a geographically dispersed WAN (wide area network).

The Enterprise Edition lets your organization do everything in the Standard and Professional Editions plus:

A. EXTEND APPLICANT INFORMATION, SEARCHING AND PROCESS MANAGEMENT

1. Track hired candidates by vacancy and/or position number, and use the hire information to update external Human Resource systems (see Section C below).

2. Create detailed Project Plans to manage and track the progress of recruitments and other complex workflows based on your organization's specific needs. Each plan allows individual assignment and tracking of specific tasks by user.

3. Collect applicant data using an internet based Sigma eKiosk. The eKiosk will update and read the AMS 5 database in real-time. Authorized users may enable automatic exam scheduling so that applicants can select from available exam administration sessions by time and location.

4. Allow applicants to indicate a preference for receiving traditional mail or email when notified during the various stages of a recruitment process. Upon generation

of letters, the system will generate printed letters or email based on each applicant's stated preference.

5. Scan supplemental application forms and store the images with each application record for later retrieval and printing.

6. Scan résumés and store the images with each application record for later retrieval and printing.

7. Convert résumé and supplemental application images into searchable text using Optical Character Recognition (OCR) technology.

8. Find the résumés or supplemental applications that include your specified keyword, or combination of keywords, using a sophisticated query engine.

9. Create and maintain a mailing list of contacts and locations for distribution of recruitment fliers and ads.

10. Track computerized interest cards and use them to distribute targeted availability surveys by job classification, and then automatically convert them into applications for open recruitments.

11. Prepare and maintain alternative language form letters in Spanish, French, and one other language specified by your agency. The system will keep track of each applicant's preferred language and produce the appropriate letter with merged information. (This feature will require a custom language keyboard or a file from which to import the information.)

12. Utilize a built-in Application Programming Interface (API) to integrate your site's specialized custom program for referral (certification) of eligible applicants.

13. Create specialized applicant notices that refer to multiple events. For example, you can use a single notice to inform an applicant of personal status on all current examinations and to show all lists from which he/she has been referred.

B. VIEW, PRINT AND SAVE ADDITIONAL REPORTS

1. Automatically inform users of tasks that, based on Project Plans, are forthcoming, pending, or overdue for a group supervisor and/or specific users.

2. Analyze relationships between selected pairs of score values with statistical tools such as correlation, regression, and scatter plots.

3. Create plots of applicant and other information processed in the system across specified time intervals with high-resolution trend charts. Examples might include applications collected per month, average time from requisition to hire by quarter, or number of examinations administered per week.

4. Create fully customized reports using a powerful full-screen report layout design tool.

C. SHARE INFORMATION AND PROCESSES WITH OTHER SYSTEMS USED IN HUMAN RESOURCES

1. Import and export XML data to and from other systems, including mainframe- or Web-based human resource systems. The XML data-sharing functionality includes full programmer level documentation and support to facilitate interface development.

2. Integrate your online résumé scanning system with AMS 5 EE using a built-in API with programmer level support.

3. Export AMS 5 cross-tab reports in RTF, HTML, and Microsoft® Excel® formats for further analysis or formatting.

4. Implement custom interfaces that read and write directly into the AMS 5 EE database. The using agency's programmers will have access to a fully documented API for most common programming languages. Programmer level support is available along with examples for custom Web browser interfaces and direct reading of the AMS 5 EE transaction logs to trigger updates in other systems.

D. SECURE SENSITIVE SELECTION INFORMATION

1. Specify access control locks to define access levels (no access, read only, read/write) for designated user types to specific records within selected files, including Lists, Exams, Requisitions, Tasks and Projects.

2. Specify the access level that each user group may have to each field in most tables.

3. Specify which data transactions the system will log for any file or field by user, date/time, and program module.

4. Automatically maintain an audit log of before and after values for any update to any data field

5. Easily create batches of audit information for reporting and analysis.

6. Define process-critical workload activities to be automatically counted for ongoing productivity research and analysis.

EXHIBIT B

rev. 7/16/96

PROFESSIONAL SERVICES/CONSULTANT
LICENSOR'S INSURANCE REQUIREMENTS

Licensor shall provide proof of a policy of insurance satisfactory to Licensee's Risk Manager and documentation evidencing that Licensor maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensor as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Automobile liability insurance of not less than $500,000 is required in the event motor vehicles are used by the Licensor in performance of the contract.

D. In the event Licensor is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than $1,000,000 per occurrence.

E. Licensor shall furnish a certificate of insurance satisfactory to Licensee's Risk Manager as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. Licensor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Licensor agrees to provide at least 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 the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and Licensor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Licensor 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 contract upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

Exhibit B – Insurance Requirements   *Page B-1 of 2*

a. The insurer will not cancel the insured's coverage without 30 day prior written notice to Licensee; and

b. Licensee, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional liability insurance policies.

I. The Licensor's insurance coverage shall be primary insurance as respects Licensee, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Licensee, its officers, officials, employees or volunteers shall be excess of the Licensor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by Licensee. At the option of Licensee, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Licensee, its officers, officials, employees, and volunteers; or the Licensor 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 Licensee, its officers, officials, employees or volunteers.

L. The insurance companies shall have no recourse against Licensee, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

M. Licensor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

N. In the event Licensor cannot provide an occurrence policy, Licensor shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by Licensee's contracting Department either independently or in consultation with the Risk Management Division, as essential for protection of Licensee.