

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
DATE: March 7, 2001
SUBJECT: Amendment to the Software License Agreement with American Management Systems, Inc.

Recommendation

Adopt a Resolution amending the Software License Agreement with American Management Systems, Inc ("AMS") by increasing the agreement \$35,000 to add the PatternStream™ software component.

Background

On November 24, 1992 (Resolution No. 56722), the County entered into a proprietary software license agreement with Budgeting Technology, Inc. for the Budget Reporting and Analysis Support System ("BRASS") to assist County staff in building the annual budgets. The County continues to use the BRASS product. In February 1999, AMS purchased Budgeting Technology, Inc. and continues to maintain the BRASS software product.

Discussion

PatternStream™ is a publishing software product that enables users of the BRASS system to automate the production of the budget document by pulling files from multiple applications and databases. The finished product is a seamless and consistent document that is paginated, web-ready and fully indexed, making the document more accessible to County residents and interested parties.

To ensure that PatternStream™, BRASS and the other software applications interface properly, the County has entered into a separate agreement with AMS in the amount of \$100,000 for onetime programming and consultation services. For the upcoming FY 2001-03 budget cycle, significant time will also be dedicated to this project by the County Manager's budget staff. However, once the initial budget cycle is complete, PatternStream™ should save valuable staff time and resources in preparing future budgets for publication.

Fiscal Impact

The County will pay AMS the onetime sum of \$35,000 for the PatternStream™ user license. Funds have been appropriated in the County Manager's FY 2000-01 adopted budget for this purpose.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

**RESOLUTION AMENDING THE SOFTWARE LICENSE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND AMERICAN MANAGEMENT
SYSTEMS, INC. ("AMS") BY INCREASING THE AGREEMENT \$35,000
TO INCLUDE THE PATTERNSTREAM™ SOFTWARE COMPONENT**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that:

WHEREAS, the County of San Mateo and AMS have entered into a Proprietary Software License Agreement, effective November 24, 1992, for the Budget Reporting and Analysis Support System ("BRASS") and appropriate subsystems, and

WHEREAS, the BRASS system can interface with PatternStream™ publishing software to create a budget document that is seamless and consistent in appearance and can be loaded on to the County's website, making the budget document more accessible to County residents and interested parties, and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an agreement, reference to which is hereby made for further particulars, whereby the PatternStream™ software and additional language regarding non-discrimination pursuant to the policy of the County is added to the current contract; and

WHEREAS, this Board has been presented with a form of such amendment and said Board has examined and approved same as to both form and content and desires to enter into same;

NOW, THEREFORE, THE BOARD OF SUPERVISORS HEREBY RESOLVES AND ORDERS, that the President of the Board is authorized and directed to execute said agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest his signature thereto

AMENDMENT
to
Software License Agreement
between
American Management Systems Incorporated
and
San Mateo County

WHEREAS, San Mateo County ("Client") and American Management Systems, Incorporated (AMS) have entered into a Program Product Software License Agreement, effective November 24, 1992 ("Agreement") for Budget Reporting and Analysis Support System ("BRASS") and appropriate subsystems (the "Packaged System"),

WHEREAS, Client and AMS have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO

- 1 Section 3 of Exhibit A to the Agreement is hereby amended to add the following additional software components ("Additional Software Components"):
PatternStream™ version 1 3 or greater*

* For use with Oracle Database, version 7 3 4 or greater

- 2 Section 5 of Exhibit A to the Agreement is hereby amended to add the following additional Documentation:
PatternStream User's Manual
AMS is providing one (1) printed copy of the Documentation. Client may purchase additional copies of the Documentation at AMS's standard rates.

3. Section 6 of Exhibit A to the Agreement is hereby amended to note that the Software is licensed to Client on the following basis.

Client is permitted to use the PatternStream™ Software at the computer facility or facilities listed below. In the event of the failure of the computers at the listed location(s), Client may use the Software at a back-up computer facility in the same county until operations at the primary facility have been restored.

San Mateo County
400 County Center
County Manager's Office
Redwood City, CA 94063

Should Client desire to use the PatternStream™ Software on additional computers or at additional facilities (either by means of direct access to the Software or by means of remote electronic access), as the case may be, Client may purchase additional licenses at AMS's then-current prices for additional licenses

Pre-existing terms and conditions of the BRASS users license remain unchanged by this action

4 The license specified in Section 1 of this Agreement for PatternStream™ version 1.3 or greater is granted to Client for a License Fee of \$35,000 The License Fee includes PatternStream Runtime licenses for 2 users The License Fee is payable upon installation.

5 Section 12 of the Agreement is hereby amended to insert California as follows

This Agreement shall be construed and interpreted and the legal relations created hereby shall be determined in accordance with the law of the State of California or international law if outside the territories of the United States of America

6 Section 14 of the Agreement is hereby amended to insert California into sub-paragraph 3 as follows

American Management Systems Inc shall purchase and maintain during the term of the contract such insurance as will protect AMS and Client from claims set forth below which may arise out of or result from AMS's execution of the work, whether such execution be by AMS or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable

- 1 Claims for damages because of bodily injury, occupational sickness or disease,
- 2 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, and
- 3 Claims arising due to injuries covered by Worker's Compensation provisions as described in law for the State of California.

7 Section 15 of the Agreement is added as follows:

Non-Discrimination No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. AMS shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- 1) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years,
- iii) liquidated damages of \$2,500 per violation,
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager

To effectuate the provisions of this paragraph, the County Manager shall have the authority to

- i) examine Contractor's employment records with respect to compliance with this paragraph,
- ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contractor between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed


8 All defined terms used herein will have the same meaning ascribed to them in the Agreement

9 Except as herein amended, the provisions of the original Agreement remain in full force and effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of February ____, 2001, by their respective duly authorized representatives.

AMERICAN MANAGEMENT SYSTEMS,
INCORPORATED (AMS)

SAN MATEO COUNTY
("CLIENT")

BY 
(Signature)

BY _____
(Signature)

(Print Name)

(Print Name)

(Title)

(Title)