

# Tax Collector county of tulare AGENDA ITEM

#### **BOARD OF SUPERVISORS**

ALLEN ISHIDA District One

PETE VANDER POEL District Two

> PHILLIP A. COX District Three

J. STEVEN WORTHLEY District Four

> MIKE ENNIS District Five

AGENDA DATE: September 17, 2013 - REVISED

Public Hearing Required Scheduled Public Hearing w/Clerk Published Notice Required Advertised Published Notice Meet & Confer Required Electronic file(s) has been sent Budget Transfer (Aud 308) attached Personnel Resolution attached Agreements are attached and signature tab(s)/flag(s)	Yes Yes Yes Yes Yes Yes Yes Iine Yes	N/A         □           For Chairman is marked with         □           N/A         □	
CONTACT PERSON: Hiley Wallis PHONE: 559.636.5265			

SUBJECT:

Approve an Additional Service Request to Agreement No 25087 with System Innovators a Division of N Harris Computer Corp.

#### REQUEST(S):

That the Board of Supervisors:

- 1. Approve an Additional Service Request to Agreement No. 25087 with System Innovators a Division of N Harris Computer Corp., to customize the base sales tax functionality in iNovah, the Treasury/Tax Collector's cashiering system.
- 2. Authorize the County Administrative Officer to approve future Service Request up to \$5,000 per year.
- 3. Authorize the Chairman to sign the Agreement's Additional Service Request.

#### **SUMMARY:**

In July 2011 the Treasurer-Tax Collector's office entered into an agreement for a cashiering system with System Innovators a Division of N Harris Computer Corp. It is the Treasurer-Tax Collector's goal to streamline the payment and deposit processing for county departments and its tax payers.

In furthering our goal to assist county departments, it was determined that special programing was needed to enhance the sales tax collection and reporting to the state.

SUBJECT: Approve an Additional Service Request to Agreement No 25087 with

System Innovators a Division of N Harris Computer Corp.

**DATE:** September 17, 2013

#### **FISCAL IMPACT/FINANCING:**

The contract cost is \$1,440 and is included in 2013-2014 Treasurer's budget.

#### **LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

Continuously improve organizational effectiveness and fiscal stability. The mailing of property tax bills collects revenue for the county and all taxing agencies in the county. This allows the County to perform many of its duties and functions to provide for the stability of the county operations.

#### **ADMINISTRATIVE SIGN-OFF:**

Hiley R Wallis Chief Deputy Treasurer-Tax Collector

Cc: Auditor-Controller

County Counsel

County Administrative Office (2)

Attachment(s) Agreement No 25087

Additional Service Request

## BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF ADDITIONAL SERVICE REQUEST TO AGREEMENT NO. 25087 WITH SYSTEM INNOVATODIVISION OF N HARRIS COMPUTER CORP.	,
UPON MOTION OF SUPERVISO	OR, SECONDED BY
SUPERVISOR	, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OF	FICIAL MEETING HELD
, BY THE FOLLOWING VOTE:	
AYES: NOES: ABSTAIN: ABSENT:	
ATTEST:	JEAN M. ROUSSEAU COUNTY ADMINISTRATIVE OFFICER/ CLERK, BOARD OF SUPERVISORS
BY:	Deputy Clerk
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- 1. Approved an Additional Service Request to Agreement No. 25087 with System Innovators a Division of N Harris Computer Corp., to customize the base sales tax functionality in iNovah, the Treasury/Tax Collector's cashiering system.
- 2. Authorized the County Administrative Officer to approve future Service Request up to \$5,000 per year.
- 3. Authorized the Chairman to sign the Agreement's Additional Service Request.



### Additional Service Request Tulare County, California

August 23, 2013

#### **Summary**

Tulare County (referred to as the "Client") has requested an investment schedule for the following professional services to modify the existing behavior of their iNovah installation. System Innovators will use its extensive Cashiering experience, knowledge and expertise to facilitate the implementation and delivery of customized software and services for Tulare County as defined within this Statement of Work (SOW).

System Innovators will work closely with the Client to manage the SOW and ensure success of the overall project. System Innovators expects the design, development and testing phase to take approximately 30 days to allow the Client to complete Acceptance and System Testing activities within the 60 day project.

The software and services defined within this SOW shall be deemed "Delivered" when the Client receives software and/or services, and the Client delivers a signed statement to System Innovators acknowledging Delivery. The software and services defined within this SOW shall be deemed "Accepted" when acceptance testing is satisfactorily completed with no critical or major defects, and the Client delivers a signed statement to System Innovators accepting the System, or the System is placed in a production environment and used for processing payments.

Changes to this SOW will be processed in accordance with the Project Change Control procedure as described herein. The implementation of changes may result in modifications to the Scope, Schedule, Charges, and other terms of this SOW.

#### **Assumptions**

- 1. The Client will employ the human resources necessary to ensure the project is successfully completed on schedule. These resources will include 1) a Project Manager who has the authority to represent the Client in all aspects of this Statement of Work (SOW); 2) subject matter experts who can define the requirements and business rules that dictate the design of the customizations; and 3) technical staff who can provide System Innovators with support for the Client's computing environment (personal computers, servers, network, software, and so forth) as well as technical support for third-party systems that interface with System Innovators' software.
- 2. The Client or Client's delegate will produce a requirements document to define the interface or customization details of the additional service.
- 3. The Client will provide System Innovators with remote access to their computing environment so that System Innovators may support the Client with delivery, implementation, and testing of the customized software. System Innovators' access to the Client's computing environment may be accomplished through such means as a high-speed virtual private network (VPN) or an Internet-based remote access tool (such as Go To Meeting or WebX).
- 4. The Client will provide a fully functional test system including hardware, software, documentation and any system software and/or upgrades necessary to complete acceptance testing.
- 5. The Client will install and configure all required personal computers, hardware, software, and communications networking in advance of planned delivery of Systems Innovator's software and/or services. The Client will inform System Innovators of any changes related to their system configuration
- 6. The Client will prepare an acceptance test plan and test scripts, perform acceptance testing in a timely manner, and report test results and identified problems to the Systems Innovator Project Manager.

#### **Statement of Work and Investment Requirements**

**Statement of Work:** Tulare County, California is requesting an Additional Service Request for a customization to the base sales tax functionality in iNovah. This will require System Innovators to add customization to allow for sales taxes to be handled at different offices. Sales tax will be set at the Office Level.

- 1. Tulare County needs to be able to set mutable sales tax rates for any one allocation. So if more than one office wants to use a payment type but they are in a different sales tax area, the office needs to be able to apply the correct sales tax rate to the item.
- 2. The different sales tax rates need to be reported as a separate item so the sales tax report to the state of California will be correct.
- 3. There are currently 8 cities in Tulare County, so this means we can have up to 9 different sales tax rates. But I would not limit the number of rates to 9.
- 4. The sales tax will be set at the office level. A custom field will be used in the office configuration with the assigned rate. If there is no rate in the office configuration, the default rate will be used that is in the iNovah system configuration.

#### **Investment Details:**

Component Description	Quantity	Component Investment	Investment Total
Sales Tax customization. – Services included in this customization are, design, development, coding, testing and training.	8	\$180 / hr	\$1,440
Credit for Sales Tax Customization	8	\$180/hr	(\$1,440)
Custom Sales Tax report – This will be used to consolidate the different sales taxes rates and reported to the State of California. (Services included design, coding, testing and support)	8	\$180/hr	\$1,440
Application Software & Services Investment:			\$1,440.00

**Deliverables:** This additional service will include the following:

- 1. Software development specification
- 2. Enhanced iNovah Software

#### **Annual Interface Maintenance**

This customization will not require additional annual maintenance fees.

#### **Estimated Delivery Schedule**

Once the Client has authorized this additional service, System Innovators will prepare a project schedule for this additional service. The project schedule will identify the project start date and end date as well as a timeline for all project milestones. The project schedule will be mutually monitored and managed by the Client and System Innovators. Any variation to the dates and milestones defined in the project schedule must be mutually agreed upon by the Client and System Innovators. The following project timeline identifies the duration of the milestones for this additional service project. Specific dates for this additional service will be defined in the project schedule.

Task/Deliverable	
Investment Schedule/Contract Execution	On or before

Task/Deliverable	Estimated Timeline
Project Start	9/1/2013
Deliverable #1: Estimated delivery of software functional specification	On or before day 15
Deliverable #2: Estimated delivery of enhanced iNovah software	On or before day 30
<b>Project Completion:</b> Completion of system acceptance testing by client <u>or</u> Implementation of enhanced iNovah software onto a production system	On or before day 60

The pricing quoted in the Proposal is based on certain fundamental assumptions substantively affecting the Services proposed and to be performed under this Agreement, including but not limited to those assumptions relating to the time frame for performance of the Services Any change in the time frame for performance may cause System Innovators to incur additional costs that could not have been anticipated. The pricing quoted in this proposal is based on a time frame for performance of 60 days from assessment / project start to go-live. In the event of any change in this time frame due to Client delays, the parties will negotiate in good faith an equitable adjustment to the price which shall be memorialized in the form of a contract amendment.

#### **Payment Schedule**

The total investment of \$1,440.00 is the fixed price necessary for the design, development, coding, and testing of the requested modification as outlined above. The City will be invoiced upon the milestones outlined.

#### **Project Change Control**

All change requests will be submitted in writing, and they will describe the change, the rationale for the change, and specify any change in charges, estimated schedule or other terms, and describe the effect the change will have on the Agreement. The party submitting the change request shall deliver the change request to the other party for review and acceptance or rejection. Depending upon the extent and complexity of the requested change, Systems Innovators may charge a fee for the effort required to analyze it. When charges are necessary for such analysis, Systems Innovators will provide a written estimate of the fee and will provide such analysis upon written authorization by the Client. Both the Systems Innovators Project Manager and the Client Project Manager must approve each change before amending the Agreement and implementing the change. Approved changes affecting charges, schedule or other terms of this Agreement will be incorporated into the Agreement through written Amendment. The terms of a mutually agreed upon Amendment will prevail over those of this Agreement or any previous Amendments.

#### Required Consent

The Client will promptly obtain and provide to System Innovators all Required Consents necessary for System Innovators to provide the Services described in this Agreement. A Required Consent means any consent or approvals required to give System Innovators and its subcontractors the right or license to access, use and/or modify (including creating derivative works) to the hardware, software, firmware and other products that the Client uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products. The Client will indemnify, defend and hold System Innovators, its affiliates, and subcontractors, harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and cost) arising from or in connection with any claims (including patent and copyright infringement) made against System Innovators, alleged to have occurred as a result of the

Client's failure to provide any Required Consents provided that System Innovators uses such third party products only as necessary to perform its obligations under this Agreement. System Innovators will be relieved of the performance of any obligations that may be affected by the Client's failure to promptly obtain and provide any Required Consent to System Innovators. In the event System Innovators uses such third party products in a way that exceeds the scope of this Agreement and the third party claim is based on such "excess use", this indemnity shall not apply.

#### Approval to Proceed/Invoice

Please provide the following information and sign where indicated. By signing below, Client authorizes System Innovators to proceed with the efforts necessary to perform this statement of work and accepts the investment obligations and responsibilities as defined.

	Client	System innovators,	
Agreed to:	by its duly authorized representative:	by its duly authorized representative:	
Name:		Kevin Schroeder	
Title:		VP Professional Services	
Signature:		n/a	
Date:		8/23/2013	

#### **Billing Information**

Please complete the billing and delivery information in the form below. If you require your purchase order number to be included on invoices issued by System Innovators, please include the purchase order number in the form.

	Bill To	Deliver To
Name:	Name:	
Title:	Title:	
Address:	Address:	
City, State Zip:	City, State Zip:	
Telephone:	Telephone:	
E-mail:	E-mail:	
PO #:		
•		

Note: This offer will expire on September 30, 2013 unless extended in writing by System Innovators. Upon completing this investment schedule, please fax or e-mail all pages of the investment schedule to System Innovators at (904) 281-0075 or kschroeder@systeminnovators.com.

System Innovators cannot schedule nor proceed with any work on this additional service until the client has 1) provided all of the information requested in this investment schedule, 2) signed the investment schedule, and 3) returned the investment schedule in its entirety to System Innovators.

(for internal use)

Project Number:	ACCT#/TEAM: Professional Services	Consultant: Shawn Renaud
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