

**AGENDA:** August 7, 2025

**TO:** Santa Cruz County Regional Transportation Commission  
**FROM:** Bouapha Toommaly, Budget and Finance Special Advisor  
**RE:** Extend Contract with CASCADE SOFTWARE SYSTEMS, LLC for WinCAMS Accounting Software

---

## **RECOMMENDATIONS**

Staff recommend that the Regional Transportation Commission (RTC) adopt a Resolution (Attachment 1) authorizing the Executive Director to enter into a contract with CASCADE SOFTWARE SYSTEMS, LLC to add \$81,839.00 for the Licenses for the term of three years with options to renew for two additional years.

---

## **BACKGROUND**

In 2021 RTC contracted with CASCADE SOFTWARE SYSTEMS, LLC for WinCAMS, a cost accounting management software system. The agreement was for a three-year term. RTC wishes to continue to use WinCAMS to automate and integrate cost accounting management system (CAMS) would provide information and reporting in various formats for budgeting, spending, tracking, and programming.

## **DISCUSSION**

The WinCAMS implementation contract term is expired. WinCAMS continues to meet the agency's cost accounting needs and has contributed ease and accuracy to keeping track of all expenditures and assets to allow contract expense and budgets while staying within strict governmental reporting rules. Reporting, tracking, and a centralized document portal will provide all users with information on demand.

The new maintenance contract will include continued licensing, Cloud hosting, technical support, annual maintenance, and access to software updates and training resources. Cascade Software Systems has maintained excellent customer service and system reliability over the contract term.

## **FISCAL IMPACT**

The cost for maintenance and support for 3 years totaling \$81,839.00. This amount includes an annual escalation based on the CPI and not to exceed 5%. These are considered indirect costs and will be allocated proportionally across all RTC funding sources. No new capital expenses (e.g., servers or license acquisitions) are anticipated at this time.

## **SUMMARY**

Staff recommends a contract extension of Cascade Software Systems Inc., Cost Accounting Management Software program for its expanded capabilities and reduction to staff time and redundancy in the current process of tracking using excel spreadsheets.

### Attachments:

1. Resolution
2. Draft Contract
  - a. Draft scope of work
  - b. Draft rate sheet

**RESOLUTION NO.**

Adopted by the Santa Cruz County Regional Transportation Commission  
on the date of August 7, 2025  
on the motion of Commissioner  
duly seconded by Commissioner

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE AGREEMENT WITH CASCADE SOFTWARE SYSTEMS, INC. FOR THE LICENSES of the WinCAMS (WINDOWS COST ACCOUNTING MANAGEMENT SOFTWARE) PROGRAM; AND AMENDING THE RTC BUDGET AND WORK PROGRAM

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) entered into a contract with Cascade Software Systems in 2021 for the purchase and implementation of WinCAMS, a cost accounting management system specifically designed for government agencies;

WHEREAS, the WinCAMS system has improved the RTC's financial tracking, project accounting, reporting accuracy, and compliance with audit and funding source requirements;

WHEREAS, Cascade Software Systems continues to provide reliable, responsive technical support and maintenance services for the WinCAMS system;

WHEREAS, it is in the best interest of the RTC to maintain continuity of service and protect the investment made in the system's implementation, customization, and staff training;

WHEREAS, pursuant to Section 6.5 of RTC's Procurement Policies, the RTC may procure software and services without competitive bidding when a valid exemption applies, including use of previously competitively bid contracts and sole source justifications;

NOW, THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The Executive Director is hereby authorized to enter into an agreement with Cascade Software Systems for continued use, maintenance, and support of the WinCAMS system.
2. The total amount of the renewal contract shall not exceed **\$81,839.00 for up to three years**, with option to extend for two additional years, subject to legal review as to form.
3. The RTC FY2025-26 Budget and Work Program shall be amended as necessary to reflect associated renewal costs.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

---

Eduardo Montesino, Chair

ATTEST:

---

Sarah Christensen, Secretary

**Contract No. TP2225**

**CONTRACTOR SERVICES**  
**INDEPENDENT CONTRACTOR CONTRACT**

THIS CONTRACT made and entered into on \_\_\_\_\_, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and CASCADE SOFTWARE SYSTEMS, LLC, hereinafter called CONTRACTOR. The parties agree as follows:

**1. DUTIES.**

- A. CONTRACTOR will provide *Maintenance and System Services for WinCAMS, Cost Accounting Management System Software*, as specified in Exhibit A Scope of Services, which by this reference is incorporated herein. If there is any conflict between the approved Scope of Services (Exhibit A) and this contract, this contract shall take precedence.
- B. CONTRACTOR shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this CONTRACT.

<b>Name</b>	<b>Role</b>
Ayren Spinner	Project Manager

- C. No person named in paragraph B of this Section, or in the Rate Sheet (Exhibit B), or his or her successor, shall be removed or replaced by CONTRACTOR, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager. Such consent shall not be unreasonably withheld.

**2. COMPENSATION.** In consideration for CONTRACTOR services (as described in Exhibit A Scope of Services), COMMISSION shall compensate CONTRACTOR on an annual basis in accordance with the approved Rate Sheet, dated July 23, 2025, attached hereto (Exhibit B) and incorporated by reference. Total payment shall not exceed \$81,839.00 on a time and materials basis at the rates and conditions set out in Exhibit B. If there is any conflict between the approved Rate Sheet (Exhibit B) and this contract, this contract shall take precedence.

- A. The Annual Maintenance fee, Cloud Hosting fee, and hourly rate increases (Exhibit B) will be based on the Consumer Price Index and shall not increase annually by more than 5%.

- B. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (Cal HR).
- C. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.
- D. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this CONTRACT.
- E. This contract is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this contract. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- F. The CONTRACTOR will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall be sent electronically to the COMMISSION's Contract Manager:

Santa Cruz County Regional Transportation Commission  
Attn: Bouapha Toommaly, Fiscal and Budget Officer Special Advisor  
[bouapha@scrtc.org](mailto:bouapha@scrtc.org) and [accountspayable@scrtc.org](mailto:accountspayable@scrtc.org)

The invoices must include the following information:

1. This CONTRACT number, amendment number, and project title;
2. Services provided;
3. Description of expenses, and
4. Total payment requested.

### **3. FUNDING REQUIREMENTS**

- A. It is mutually understood between the CONTRACTOR and COMMISSION that this CONTRACT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the CONTRACT were executed after that determination was made.
- B. This CONTRACT is valid and enforceable only if sufficient funds are made available to COMMISSION for the purpose of this CONTRACT. In addition, this CONTRACT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, federal or state agency, or COMMISSION that may

affect the provisions, terms, or funding of this CONTRACT in any manner.

- C. COMMISSION has the option to terminate the CONTRACT pursuant to Section 6 Termination, or by mutual CONTRACT to amend the CONTRACT to reflect any reduction of funds.

**4. TERM.**

- A. The CONTRACT shall end on June 30, 2028, with an option to extend by two 1-year options, unless earlier terminated.
- B. The CONTRACTOR is advised that this CONTRACT is not binding and enforceable until it is approved by the COMMISSION and fully executed.

**5. TERMINATION.**

- A. COMMISSION reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice.
- B. COMMISSION may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this contract with CONTRACTOR, COMMISSION shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

**6. INDEMNIFICATION FOR DAMAGES, TAXES AND**

**CONTRIBUTIONS.** To the fullest extent permitted by law, CONTRACTOR shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

- A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this CONTRACT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONTRACTOR, its officers, SUBCONTRACTORS, employees, volunteers, or agents. The CONTRACTOR will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or

omissions of the CONTRACTOR, its officers, SUBCONTRACTORS, employees, volunteers, or agents.

- B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, SUBCONTRACTORS employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).
- C. In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this CONTRACT is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONTRACTOR shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.
- D. The provisions of this section shall survive expiration, termination, or suspension of this CONTRACT.

**7. INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this CONTRACT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

A. Types of Insurance and Minimum Limits

- 1. Workers' Compensation in the minimum statutorily required coverage amounts.
- 2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this CONTRACT, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- 3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of two million dollars (\$2,000,000) per occurrence,

and \$4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

4. Professional Liability Insurance in the minimum amount of one million dollars (\$1,000,000) combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION here: \_\_\_\_/\_\_\_\_.
5. Cyber Liability Insurance policy in the face insurable amount of not less than two million dollars (\$2,000,000.00), covering claims involving privacy violations, record holder breach notification costs, privacy breach remediation costs, privacy regulatory actions, fines and penalties, theft of confidential or protected information, damage to or destruction of electronic information, restoration or retrieval of electronic information, intentional and/or unintentional release of private or confidential information, alteration of electronic information, ransomware, extortion and network security.

If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this CONTRACT.

#### B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the effective date of this CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter "POST CONTRACT COVERAGE") and any extensions thereof. CONTRACTOR may maintain the required POST CONTRACT COVERAGE by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.
2. All policies of Commercial General Liability Insurance and shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at

least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.

3. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this CONTRACT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

[contracts@sccrtc.org](mailto:contracts@sccrtc.org)

4. If any insurance policy of CONTRACTOR required by this CONTRACT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONTRACTOR and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.
5. CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONTRACTOR'S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this CONTRACT so as to not prevent any of the parties

to this CONTRACT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

6. CONTRACTOR hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.
7. CONTRACTOR shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this CONTRACT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. FEDERAL, STATE AND LOCAL LAWS.**

- A. CONTRACTOR warrants that in the performance of this CONTRACT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONTRACTOR shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONTRACTOR in an effort to resolve any conflict.
- B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONTRACTOR.

**9. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.** During and in relation to the performance of this CONTRACT, CONTRACTOR agrees to the following:

- A. The CONTRACTOR and its SUBCONTRACTORS shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or SUBCONTRACTOR in any manner prohibited by Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

- B. CONTRACTOR and SUBCONTRACTORS shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- C. CONTRACTOR shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The CONTRACTOR'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- D. CONTRACTOR and its SUBCONTRACTORS shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Section.
- E. In the event of CONTRACTOR'S non-compliance with the non-discrimination clauses of this CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONTRACTOR may also be declared ineligible for further CONTRACTS with the COMMISSION.
- F. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to perform work under this CONTRACT.
- 10. HARASSMENT.** The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or board member, or agent of the employer. Vendors, contractors, and CONTRACTORS shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

## **11. CONFLICT OF INTEREST.**

- A. CONTRACTOR shall disclose any financial, business, or other relationship with COMMISSION that may have an impact upon the outcome of this contract, or any ensuing COMMISSION construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COMMISSION construction project, which will follow.
- B. CONTRACTOR certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this CONTRACT. CONTRACTOR agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this CONTRACT. CONTRACTOR further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.
- C. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## **12. INDEPENDENT CONTRACTOR STATUS.**

- A. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONTRACTOR is an independent CONTRACTOR and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.
  - 1. PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.
  - 2. SECONDARY FACTORS: (a) The extent of control which, by CONTRACT, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than

the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent CONTRACTOR relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

- B. It is recognized that it is not necessary that all secondary factors support creation of an independent CONTRACTOR relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent CONTRACTOR.
- C. By their signatures to this CONTRACT, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this CONTRACT is in fact an independent CONTRACTOR.

### **13. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.**

- A. CONTRACTOR and SUBCONTRACTORS shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e., direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The CONTRACTOR agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- C. The CONTRACTOR also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- D. Any costs for which payment has been made to the CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONTRACTOR to COMMISSION.
- E. When a CONTRACTOR or SUBCONTRACTOR is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

**14. RETENTION OF RECORDS/AUDIT.**

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, SUBCONTRACTORS, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The state, State Auditor, COMMISSION, or any duly authorized representative shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.
- B. Subcontracts in excess of \$25,000 shall contain this provision.
- C. CONTRACTOR and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e direct labor, other direct costs, subrecipients/subcontractor, etc) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

**15. ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

**16. CONFIDENTIALITY OF DATA.**

- A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION's operations, which are designated confidential by COMMISSION and made available to CONTRACTOR in order to carry out this contract, shall be protected by CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

- C. CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or COMMISSION's actions on the same, except to COMMISSION's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by COMMISSION, and receipt of COMMISSION'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Section.

**17. AUDIT REVIEW PROCEDURES.**

- A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this CONTRACT that is not disposed of by CONTRACT, shall be reviewed by the COMMISSION'S Contract Manager.
- B. Not later than 30 days after issuance of the final audit report, the CONTRACTOR may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.
- C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

**18. SUBCONTRACTING.**

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between COMMISSION and any SUBCONTRACTOR(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COMMISSION for the acts and omissions of its SUBCONTRACTOR(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR'S obligation to pay its SUBCONTRACTOR(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONTRACTOR.
- B. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this CONTRACT shall be subcontracted

without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Rate Sheet.

- C. CONTRACTOR shall pay its SUBCONTRACTORS within seven (7) calendar days from receipt of each payment made to CONTRACTOR by COMMISSION.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to SUBCONTRACTORS.
- E. Any substitution of SUBCONTRACTORS must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the SUBCONTRACTOR.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions required by this CONTRACT to be applicable to those SUBCONTRACTORS.

**19. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.**

The CONTRACTOR warrants that this CONTRACT was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COMMISSION employee. For breach or violation of this warranty, COMMISSION shall have the right in its discretion; to terminate the CONTRACT without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**20. NOTIFICATION.** All notices hereunder and communications regarding interpretation of the terms of this CONTRACT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed or emailing with delivery receipt requested as follows:

CONTRACTOR:

Cascade Software Systems  
Ayren Spinner, President  
132 E Broadway, Suite 800  
Eugene, Oregon

[Ayren.Spinner@cascadegovsoftware.com](mailto:Ayren.Spinner@cascadegovsoftware.com)

COMMISSION:

Santa Cruz County Regional Transportation Commission  
Bouapha Toommaly, Finance and Budget Officer Special Advisor  
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060

[Bouapha@scrtc.org](mailto:Bouapha@scrtc.org)

## **21. COMPLETE CONTRACT.**

- A. CONTRACT: The two parties to this CONTRACT, who are the before named CONTRACTOR and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this CONTRACT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE CONTRACT, INCLUDING ATTACHMENTS. This CONTRACT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the CONTRACT between COMMISSION and CONTRACTOR, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this CONTRACT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONTRACTOR'S performance of any term(s) or condition(s) of this CONTRACT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

- Exhibit A: Scope of Services
- Project B: Rate Sheet

The undersigned represents and warrants that they are duly authorized to execute and deliver this CONTRACT and that such execution is binding upon the entity for which they are executing this document.

**SIGNATURE PAGE**

**Contract No. TP2225**

**1. CONTRACTOR:**

By \_\_\_\_\_  
*Ayren Spinner*  
President

Date \_\_\_\_\_

Cascade Software Systems  
132 E Broadway, Suite 800  
Eugene, Oregon  
[Ayren.Spinner@cascadegovsoftware.com](mailto:Ayren.Spinner@cascadegovsoftware.com)

**2. SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION:**

By \_\_\_\_\_  
*Sarah Christensen*  
Executive Director

Date \_\_\_\_\_

1101 Pacific Avenue, Suite 250  
Santa Cruz, CA 95060  
(831) 460-3200  
[info@sccrtc.org](mailto:info@sccrtc.org)

**3. APPROVED AS TO FORM:**

By \_\_\_\_\_  
*Steve Mattas*  
RTC Counsel

Date \_\_\_\_\_

**4. APPROVED AS TO INSURANCE:**

By \_\_\_\_\_  
*Yesenia Parra*  
RTC Administrative Services Officer

Date \_\_\_\_\_

Distribution:

RTC Contract Manager, RTC Contract Coordinator, CONTRACTOR

# Exhibit A

## SCOPE OF WORK

### 1.1 Nature of Work

The work covered by this AGREEMENT includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for WinCAMS.

### 1.2 WinCAMS Maintenance

CONTRACTOR shall provide WinCAMS Maintenance as follows:

#### 1.2.1 Introduction

CONTRACTOR will maintain the now current version of WinCAMS plus any and all of CONTRACTOR'S revisions and modifications implemented with prior COMMISSION approval. During the term of this AGREEMENT, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in WinCAMS that prevent it from operating in conformance with the original System Specifications or with COMMISSION'S requested and CONTRACTOR'S implemented modifications or changes.

#### 1.2.2 Notification and Determination of Problem Magnitude

COMMISSION will notify CONTRACTOR of any problem with WinCAMS that prevents it from performing according to original or modified System Specifications. Any written notice from COMMISSION's Contract Manager, including but not limited to email, shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) hours. During CONTRACTOR'S telephone response, COMMISSION's CONTRACT Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

#### 1.2.3 Performance Effort for Minor and Major Problems

CONTRACTOR will provide a resolution plan within forty-eight (48) hours, excluding weekends and holidays, of determination of problem magnitude. The resolution plan shall include CONTRACTOR'S estimate of when and how the problem will be resolved. If COMMISSION's Contract Manager or designee agrees with CONTRACTOR'S resolution plan, COMMISSION's Contract Manager or designee shall provide written notice to CONTRACTOR of acceptance of the resolution plan. The resolution plan shall provide for CONTRACTOR to remedy Minor Problems within thirty (30) days and Major Problems within forty-eight (48) hours.

### **1.3 WinCAMS System Services**

CONTRACTOR shall provide WinCAMS System Services, including program additions, modifications or other changes, as requested by COMMISSION. All changes not covered by the maintenance fee, and for which CONTRACTOR intends to invoice, must be pre-approved in writing by COMMISSION prior to commencement of work. All requests by COMMISSION shall be in writing and shall define CONTRACTOR'S services requested. Such services may include additional accounting functions, software removal, and description and documentation of any and all CONTRACTOR installed improvements in WinCAMS. All services for which CONTRACTOR intends to invoice shall be set forth in writing, with detailed itemization of proposal for services, and submitted to COMMISSION for pre-approval. If additional accounting function or software removal is required for a modification or change requested by COMMISSION, COMMISSION and CONTRACTOR shall mutually agree in writing, prior to commencement of changes, on a schedule and cost of such services, including any annual maintenance costs resulting from such services.

### **1.4 Telephone Support**

COMMISSION may obtain telephone consultation covering the use of WinCAMS during CONTRACTOR'S normal business hours (8:00 a.m. - 5:00 p.m. PST).



## Rate Sheet

For system services performed under the CONTRACTOR shall provide a quote for all services requested by COMMISSION that are not included in annual maintenance or systems services, and no work shall be done until said quote has been approved in writing. If the requested services are approved, payment will be made upon receipt of valid invoice specifying the services provided, dates of services, labor hours required, and the rate per labor hour. System services invoices shall be reviewed and approved by the designated RTC Contract Manager. System services shall be billed in accordance with the following agreed upon rates, subject to an annual increase, with written notice from CONTRACTOR, based on the percentage change from the previous year ending in March of the Consumer Price Index, All Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area.

<b>Service</b>	<b>Rate</b>	<b>Per</b>
Programming	\$170.00	Hour
SQL/DBA/Project Mgmt	\$185.00	Hour
Onsite	\$200.00	Hour
Project Management	\$185.00	Hour