

MARIPOSA COUNTY

AGENDA

DATE: SEP 25 2001

10-9-01

Cont'd #6

BOARD OF SUPERVISORS

ACTION FORM

AGENDA ITEM NO. #5

DEPARTMENT: Treasurer BY: Don Z. Phillips PHONE: 966-2621

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: () Yes () No)

Approval to purchase "Sympro Software & License Agreement"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Sympro software is for monthly calculations and reports of investments. It was recommended by our audit firm that we get software that will calculate and report all investments made by the county, and that will work with those that are done by our outside investment group. Sympro is used by every county in our central area treasurer's association, and is the most widely used software among Co. Treas.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Lease at \$395.00 per month (Exhibit A of agreement)
One time annual fee of \$4740.00 (Exhibit A of agreement) - Recommended
Do not lease or purchase. This would continue to put a hardship on staff for doing proper reporting of investments, and would not meet the audit recommendation.

COSTS: () Not Applicable
A. Budgeted Current FY.....\$ 4,740.00
B. Total Anticipated Costs.....\$ 4,740.00
C. Required additional funding.....\$
D. Internal Transfer.....\$

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively.
Two license and service agreements for board signature. Agreements have been reviewed by county counsel.

SOURCE: (X) 4/5ths Vote Required
A. Unanticipated Revenues.....\$ 4,740 Tax Collectors Trust
B. Reserve for Contingencies.....\$
C. Source Description:
Balance left in Reserve for Contingencies, if approved:
\$

CLERK'S USE ONLY:
Res. No.: 01-280 Ord. No.
Vote: Ayes: 5 Noes:
Absent:
Approved () Denied
Minute Order Attached () No Action Necessary

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
Recommended
Not Recommended
For Policy Determination
Returned for Further Action
Comments:

The foregoing instrument is a correct copy of the original on file in this office.

Date:

ATTEST:

Margie Williams, Clerk of the Board
By: Deputy

C.A.O. Initials: [Signature]



SymPro

2200 Powell Street, Suite 1170
Emeryville, California 94608-1809
TEL 510 655-0900
FAX 510 655-4064

SYMPRO SOFTWARE LICENSE AND SERVICE AGREEMENT

This SymPro Software License Agreement ("Agreement") is entered into effective the 9th day of October, 2001 ("Effective Date") by and between SymPro, Inc., a California corporation ("SymPro"), and Mariposa County, a California county ("Licensee").

RECITALS

- A. SymPro has designed and developed a software program known as the SymPro Fixed Income Resource Management Software.
- B. Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use such software and related documentation and services for Licensee's own internal business purposes only and SymPro is willing to grant such a license on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration for the license fees to be paid by Licensee hereunder and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following definitions:
- A. "Authorized Users" shall mean Licensee and its employees and no other persons or entities.
- B. "Software" shall mean that certain SymPro proprietary computer software program known as SymPro Fixed Income Resource Management Software, in machine readable, object code form, as listed on Exhibit B, including any upgrades or revisions of the Software.
- C. "Documentation" shall mean all user/operation manuals and other materials or information describing the Software, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software, including all physical media upon which the materials or information are provided.
- D. "Licensed Products" shall mean the Software and the Documentation.
- E. "Original Copy" shall mean each actual original copy of the Licensed Products provided to Licensee pursuant to this Agreement.
- F. "Designated Equipment" shall mean a single Intel based computer or a network file server on which Licensee uses the Software pursuant to this Agreement.

G. "Designated Site" shall mean that certain location at which the Designated Equipment shall be physically located during the term of this Agreement, as identified on Exhibit A to this Agreement and such other location as may be expressly approved in writing by SymPro, which approval shall not be unreasonably withheld.

H. "Telephone Software Support" (Support) shall mean all time spent by SymPro technical support staff on the telephone with the Licensee as well as all time spent by SymPro working on any support issue submitted to SymPro by the Licensee.

2. Software License. Subject to the terms of this Agreement, including, without limitation, termination, SymPro hereby grants to Licensee, and Licensee accepts, a limited, personal, non-transferable and non-exclusive license to use one (1) Original Copy of the Licensed Products solely for Licensee's own internal business purposes and solely on the Designated Equipment located at the Designated Site provided, however, that for each Original Copy, such license shall be limited to the use of the Licensed Products by no more than the number of Authorized Users specified in Exhibit B, if the Software is installed on a file server or host computer. Licensee shall be permitted to make one (1) copy of the Software for backup and archival purposes only. Neither this Agreement, nor any other document signed by the parties, embodies or may be interpreted as a sale of all, or any interest in, any of the Licensed Products by SymPro. Without limiting the foregoing, Licensee shall have no right to make, improve, further develop or market any of the Licensed Products.

3. Fees.

A. License and Service Fee. The License and Service Fee for the license granted hereunder (the "License and Service Fee") shall be in the amount set forth in Exhibit A to this Agreement and may be renewed annually according to the published FIRM License and Service Renewal Fee Schedule in subsequent years, and shall be payable in advance of each pay period indicated in Exhibit A.

B. Payments. All payments (i) shall be made by bank check or Licensee's check or wire transfer of immediately available funds and (ii) shall be due and payable to SymPro (or SymPro's assignee) in U.S. Dollars, at SymPro's address, or such other places as SymPro may from time to time designate in writing. All payments shall be made without offset or deduction of any nature whatsoever.

4. SymPro Ownership of Licensed Products. Licensee expressly warrants and agrees that:

A. SymPro Proprietary Rights. The Licensed Products, together with all related documentation, logos, product names and other support materials (if any) regardless of format, appearance or manner of storage, are the subject of copyrights (published or unpublished) or trademarks, or are otherwise confidential and/or proprietary to SymPro (SymPro, Inc.), and shall, at all times, remain the property of SymPro. Licensee agrees never to alter the Documentation or remove any notices or product identification placed on the Software by or otherwise identifying

SymPro. Licensee agrees not to undertake any direct or indirect act to challenge or otherwise contest any common law or statutory copyright, trademark right or other intellectual or proprietary right held or alleged to be held by SymPro to all or any part of the Licensed Products. Some software modules may contain or utilize third party software and/or documentation. This software has been licensed for use by SymPro for distribution as part of SymPro's software. In such cases all property rights, trademark rights, statutory copyrights, and other protections granted above to SymPro shall be granted and extended to the third party owning the licensed software.

B. No Ownership Rights. Other than the limited right of use of the Licensed Products described in this Agreement, Licensee neither shall have nor shall it acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

5. Permitted Uses and Restrictions.

A. Permitted Uses. The Licensed Products shall be used solely on the Designated Equipment at the Designated Site for Licensee's own internal business purposes provided, however, that for each Original Copy, such use of the Licensed Products shall be limited to the number of authorized users established by the System Manager license and listed in Exhibit B.

B. Restrictions. Licensee expressly warrants that Licensee shall not, directly or indirectly, do or attempt to do, or permit any person to do or attempt to do, any of the following:

(1) Use the Licensed Products on equipment other than the Designated Equipment, at a location other than the Designated Site or for any purpose other than that expressly permitted in Section 5.A hereof;

(2) Utilize the Licensed Products for the direct or indirect benefit of anyone other than Licensee. For the purposes of this Agreement, such prohibited use would include the use of the Licensed Products for the operation of a service bureau business or otherwise for the purpose of processing data for or on behalf of any person or entity (including subsidiaries or related entities) intending to use such data for commercial purposes, or processing data not generated internally by Licensee for the purpose of selling same, whether or not such processing is performed by Licensee for compensation;

(3) Permit any person or entity other than an Authorized User to have access to or use the Software;

(4) Rent, lease, sell, assign, encumber, distribute, or otherwise transfer or distribute all or any part of the Licensed Products (including compilations), or any part thereof or interest therein;

(5) Make or distribute any copies, or otherwise disclose all or any part or compilation, of the Software or the Documentation to anyone not an Authorized User, except as

otherwise required by applicable law or court order.

(6) Modify all or any part of the Software, or use all or any part thereof, to produce applications for Licensee's own use or for use by others; or

(7) Reverse assemble, decompile, reverse translate, reverse engineer or in any other manner decode the Software for any purpose, including, without limitation, to derive any source code therefrom.

C. No Transfer to Third Parties. Without limiting the generality of the foregoing restrictions, Licensee represents and warrants that none of the Licensed Products shall, directly or indirectly, in whole or part, be given, sold or leased to, used or operated by or in any manner be made available to the public or to any person, business, entity (including any parent, subsidiary or affiliated unit of Licensee), governmental unit or government of any country, except as otherwise required by applicable law or court order.

D. Notice. Licensee shall immediately notify SymPro in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

E. Inspection by SymPro. SymPro may at reasonable times inspect the Designated Equipment and the Software to verify Licensee's compliance with this Agreement, provided that any such inspection shall not unreasonably interfere with the business operations of Licensee.

6. Delivery of Licensed Products. SymPro shall deliver the Original Copy of the Licensed Products within ten (10) business days following receipt by SymPro of the signed License and Service Agreement and an authorized purchase order. SymPro shall not be responsible for installing the Software on the Designated Equipment unless SymPro is specifically contracted to perform installation and training services.

7. Warranties.

A. Warranty of Ownership. SymPro warrants to Licensee (and no other person or entity) that it is the author and owner or proper licensee of the Licensed Products and has the right to enter into this Agreement.

B. Licensed Products Warranty. For a period of One Hundred Eighty (180) calendar days from the date of receipt by Licensee of the Original Copy of the Licensed Products (not including delivery of any subsequent modifications, updates or new releases thereto), SymPro warrants to Licensee (and to no other person or entity) that the Licensed Products will conform to SymPro's specifications pertaining thereto as set forth in the user documentation for the software listed in Exhibit B to this Agreement provided that said warranty shall apply only as to the most current version of the Licensed Products as used on the Designated Equipment and to defects that can with reasonable effort be recreated by SymPro using a supported operating environment. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR

IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

C. Warranty Claims. Any claim for violation of the warranties set forth in Section 7B must be made to SymPro in writing on or before the expiration of the 180-day warranty period, specifying in reasonable detail the defect asserted and any computer listings or examples that demonstrate the defect.

D. Remedy. Licensee acknowledges that the Licensed Products are of a complex nature and that they may have inherent bugs or defects. Licensee agrees that as the sole liability and as Licensee's sole remedy as to any warranty claims under Section 7.B, SymPro shall, upon receipt of such written notice, and at its sole option, (i) provide the services necessary to correct documented failures to conform to SymPro specifications which diagnosis indicates are caused by a defect in an unaltered current version of the Licensed Products, (ii) replace same with Licensed Products of functional equivalence or (iii) allow this agreement to be terminated and reimburse Licensee for the unused License Fees paid by Licensee hereunder.

E. Further Limitations. The limited warranties provided in this Section 7, as limited by other provisions of this Agreement, are non-transferable and shall immediately become void in the event of any unauthorized use, modification or repair of the Licensed Products or any part thereof or upon breach by Licensee of any provision of this Agreement. Except as otherwise may be provided in any technical support and maintenance agreement between the parties, Licensee shall pay, at SymPro's then current rates, for services performed by SymPro to correct problems or defects not covered by warranty, including, without limitation, those traceable to Licensee's errors.

8. LIMITATION OF LIABILITY. EXCEPT AS TO INFRINGEMENT OF COPYRIGHT OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS AND THEN ONLY AS PROVIDED FOR AND LIMITED BY SECTION 10, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, SYMPRO'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE LICENSE FEES ACTUALLY PAID TO SYMPRO AS PROVIDED IN SECTION 3 HEREOF, REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF RECOVERY, NEITHER SYMPRO NOR ITS AGENTS SHALL IN ANY MANNER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS, EVEN IF SYMPRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYMPRO SHALL IN NO MANNER BE LIABLE FOR ANY DAMAGES OR LIABILITY INCURRED TO OR BY ANY THIRD PARTY, EXCEPT AS TO INFRINGEMENT OF COPYRIGHT OR PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND THEN ONLY AS PROVIDED FOR AND LIMITED BY SECTION 10.

9. Duration and Termination of Agreement.

A. Term. The initial term of this License and Service Agreement is for the period and dates specified in Exhibit "A". At least thirty (30) days prior to the end of the then-current term, SymPro shall provide Licensee with notice of any option available for renewing this Agreement. Neither party shall be under any obligation to renew or extend this Agreement. In the event of such termination Licensee shall cease use of the Licensed Products at the end of the current term of the agreement and shall fulfill its obligations upon termination set forth in Section 9 D.

B. Termination by SymPro. SymPro may terminate this Agreement, and all rights of Licensee hereunder, (i) effective upon written notice thereof to Licensee, in the event that Licensee fails to make full and valid payment of the License and Service Fee when such payment is due and payable or (ii) effective upon thirty (30) days prior written notice thereof to Licensee if Licensee fails in any manner to comply with any other covenant, representation or warranty of Licensee set forth herein or in any other agreement entered into between SymPro and Licensee and such failure has not been remedied by the end of such 30-day period.

C. Termination on Bankruptcy and Other Events. In the event that Licensee terminates or suspends its business at the Designated Site for a period of more than forty-five (45) continuous calendar days, or becomes insolvent or becomes the subject of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within thirty (30) calendar days of filing, or if a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of Licensee or of the Designated Site, or if Licensee makes an assignment for the benefit of creditors, then, SymPro may immediately terminate this Agreement by written notice to Licensee.

D. Obligations on Termination.

(1) Destruction or Return of Licensed Products. Upon termination of this Agreement pursuant to the provisions of this Section 9, Licensee expressly acknowledges and agrees that within thirty (30) calendar days following such termination, Licensee shall certify and warrant to SymPro, that: (i) it has destroyed or returned to SymPro all and every part of the Software and the Documentation and all copies thereof, including, without limitation, any copies installed on any hard-drive or other fixed, electronic, optical, magnetic or other media and any authorized or unauthorized modifications of the Software, or as contained in any other form or media and (ii) that it has complied with all other terms and provisions of this Agreement.

(2) Payment. Upon termination of this Agreement, Licensee shall immediately pay to SymPro all amounts which have accrued or which are owing to SymPro as of the date of such termination.

10. Infringement Indemnity by Licensor. SymPro hereby agrees to indemnify, defend and hold harmless Licensee from all claims, losses and liabilities resulting from any claim that the Licensed Products infringe a copyright or patent or other intellectual property rights, provided that: (a) Licensee notifies SymPro in writing within 30 days of the claim, if the claim is received by Licensee;

(b) SymPro has sole control of the defense and all related settlement negotiations; and (c) Licensee provides SymPro with the assistance, information and authority necessary to perform SymPro's obligations under this Section 10. SymPro shall have no liability for any claim of infringement arising from any unauthorized use, alteration or modification of the Software; or use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products which SymPro has provided to Licensee.

If the Licensed Products are held or are believed by SymPro to infringe, SymPro shall have the option, at its expense, to (a) modify the Licensed Products to be non-infringing; or (b) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then SymPro may terminate the license for the infringing Licensed Products and refund any unused License and Service Fees paid for those Licensed Products.

11. Miscellaneous.

A. Specific Performance; Injunctive Relief. Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle SymPro to injunctive, specific performance or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that SymPro's remedies at law under such circumstances would be inadequate.

B. Applicable Law; Forum. Notwithstanding anything in this Agreement to the contrary, the laws of the State of California shall govern the validity and construction of this Agreement and the interpretation of the parties' rights and duties without reference to conflicts of laws.

C. Further Acts. Each party agrees in good faith to perform all acts and execute and deliver all documents reasonably necessary to carry out the provisions of this Agreement. Time is of the essence in all obligations of Licensee.

D. Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by Licensee without the prior express written consent of SymPro (which consent may be withheld in SymPro's sole and absolute discretion). SymPro may freely assign its rights and/or obligations under this Agreement.

E. Taxes. The License Fees exclude federal, state and local sales, use, excise, transportation, occupational or similar taxes or assessments and all such taxes and assessments shall be the sole obligation of Licensee.

F. Complete Agreement; Modification; Non-Waiver. This Agreement represents the complete agreement between the parties hereto as to the subject matter hereof and the parties' rights and obligations with respect thereto, and no representations, warranties or agreements not contained in this Agreement shall have any effect whatsoever upon the parties or upon the instant transaction. This Agreement may be amended only in writing, signed by Licensee and by an

authorized representative of SymPro. No waiver by either party of any right, obligation or default of performance by the other shall be construed as a waiver of any subsequent such occurrence.

G. Notice. Any and all notices between the Licensee and SymPro provided for under this Agreement or by law shall be made in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States Mail, postage prepaid addressed to such party. The persons and their addresses having the authority to give and receive notices under this Agreement include the following:

Licensee
Mariposa County
Don Phillips
Treasurer
4982 Tenth Street
Mariposa, CA 95338

Licensor
SymPro
James R. Connor
President
2200 Powell Street, 11th Floor
Emeryville, California 94608

H. Severability. If any one or more of the provisions (or parts thereof) of this Agreement is determined to be illegal or unenforceable, no other provisions shall be affected thereby.

I. Surviving Clauses. The provisions of Sections 4, 5, 7, 8, 9, 10, 11 shall survive the expiration or termination of this Agreement.

J. Exhibits. Exhibits A" (Designated Equipment, Designated Site, Term Dates and Fees), "B" (Software Modules & Services), and "C"(Support and Maintenance Plan), are included in this Agreement by reference.

K. Authorization To Sign. Each person signing below represents, warrants and covenants that he has executed this Agreement with actual authority to bind the party on whose behalf he has so signed.

L. Attorney's Fees. The prevailing party (by judgment, settlement or otherwise) in any legal or equitable proceeding that is brought as a result of, arising out of or in connection with this Agreement, shall recover all costs and expenses actually incurred and reasonable attorney's fees incurred (including appeals), all as a part of any judgment, award or settlement obtained.

M. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Facsimile signatures hereto shall be valid for all purposes.

IN WITNESS WHEREOF, the parties have executed this SymPro Software License Agreement as of the Effective Date.

"SymPro"

SymPro, Inc.,
a California corporation

By: 

Name: James R. Connor

Title: President

Address:

2200 Powell Street, Suite 1170
Emeryville, California 94608

fax: 510-655-4064

"Licensee"

Mariposa County,
a California county

By: 

Name: Doug Balmain

Title: Chairman, Board of Supervisors

Address:

4982 Tenth Street
Mariposa, CA 95338

fax: 209-966-6496

EXHIBIT A

1. **Designated Equipment:**

Workstations: Intel Pentium based personal computer; 32 bit operating system; minimum speed 166mhz; Windows 95, 98, 2000, or Windows NT operating system; minimum 64 MB RAM. Networking: Novell or Microsoft NT Server. Hard drive storage: Minimum 30 MB for software, 1-50 MB for portfolio data, depending on size and type of portfolio(s). Licensee's Installation: Installation is on a network server.

2. **Designated Site:**

Mariposa County
4982 Tenth Street
Mariposa, CA 95338

3. **License and Service Fees:**

a. License and Service Fees:

FIRM Level I: \$395 per month/\$4740 per year

b. Pay Period: Annually

Fees are due and payable on or before the first day of each pay period.

4. **Term Dates**

a. License and Service Period Start Date: October 9, 2001 Actual

b. License and Service Expiration Date: October 15, 2002
(Expiration is always mid or end of month)

EXHIBIT B

Software & Services licensed to Mariposa County:

FIRM Fixed Income/Extended Investments Module

FIRM Services

Single User System Manager–Network installation for 1-3 single non-concurrent Authorized Users
Unlimited Telephone Technical Support
Full Standard Reports and Graphs
Free Annual Software upgrades
Annual Regional Training Conference attendance

EXHIBIT C

Annual Support and Maintenance Plan

Our Support and Maintenance Plan is provided for the term set forth in Exhibit "A", for the installed modules listed in Exhibit "B". Services provided include:

- Priority service from technical support representatives
- Access to all SymPro versions released within the year
- Shipment of Software and documentation upgrades
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Regional Training Conference attendance

Tele-consultation

SymPro provides telephone support within the time limit set in Exhibit B in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all investment types supported within SymPro, including:

- Certificates of Deposits
- Negotiable Certificates of Deposits
- Checking Accounts
- Commercial Paper
- Medium Term Notes
- Commercial Paper Discount
- United States Treasury Issues, Coupon & Discount
- Federal Agency Issues, Coupon & Discount
- GNMA, Pass Through
- Bankers Acceptances
- Corporate Bonds
- Rolling Repurchase Agreements

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software as listed in Exhibit B on supported hardware as listed in Exhibit A. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to "Frequently Asked Questions" are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide SymPro with a copy of Licensee's data. Licensee agrees to provide SymPro with a copy of their data for the purpose of resolving Licensee's issue and SymPro agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee's issue.

Not Included

Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system.

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0108- 308	01-35	Tax Collectors Trust		(\$4,740)	
001	0108-422	04-81	Software		\$4,740	
001	0104	414-1090	GENERAL CONTINGENCY			
				TOTAL	\$0	\$0

TRANSFER BETWEEN FUNDS						
				TOTALS	\$0	\$0

ACTION REQUESTED: (Check all that apply)

Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or appropriating Reserve for Contingencies;

Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

JUSTIFICATION: Increase revenue from Tax Collectors Trust to pay for the Sympro software and license agreement.

DEPT HEAD SIGNATURE Majorie S. Wass, Asst DATE 9-18-01

APPROVED BY RES NO. 04 280 CLERK mwj DATE 10-9-01

AUDITOR'S USE ONLY BA #
