#### COUNTY OF SAN MATEO

#### **Interdepartmental Correspondence**

Date:

February 7, 2001

Hearing Date: February 27, 2001

TO:

Honorable Board of Supervisors

FROM:

Warren Slocum, Assessor-County Clerk-Recorder

**SUBJECT:** 

Agreement with Deloitte & Touche, LLP and Appropriation Transfer Request

#### RECOMMENDATION

(A) Adopt a Resolution waiving the Request for Proposal (RFP) process and authorizing the President of the Board of Supervisors to enter into a three-month agreement with Deloitte & Touche, LLP to provide a department-wide analysis and action plan for converting the operations of all divisions to electronic "smart" documents,

(B) Approve an Appropriation Transfer Request (ATR) transferring \$162,000 unanticipated revenue from the Micrographic Conversion account to Services and Supplies

#### **Background**

The Assessor-County Clerk-Recorder has been automating its operations to provide more modern, efficient, economical, and responsive service to the public. To varying but increasing degrees, internal systems host and manipulate data that has been electronically scanned from paper documents, labeled, indexed, and digitally stored These images are accessible from desktop PC's Technological advances now permit increasingly sophisticated manipulation and transmission of such electronic images and these advances are being adopted rapidly by many industries and the general public

Deloitte & Touche, LLP (hereinafter "Deloitte") possesses proven technical competence in this area, along with substantial familiarity with the county's business operations. It is currently engaged in projects with the California Recorders Association and the real estate industry to assist in developing standards for electronic recording of real property documents and to streamline online home sales In addition, it is currently engaged in a similar systems study with the Controller's Office and recently completed a work process study for the Human Services Agency

#### Discussion

The proposed contract calls for an analysis and action plan for converting the operations of all departmental divisions (assessor, county clerk-recorder, elections) to electronic "smart" documents "Smart" documents are digitized, internet-ready versions of paper documents whose Memorandum to Board of Supervisors Agreement with Deloitte & Touche/ATR

key data components have been labeled and indexed to permit enhanced organization and management Smart documents may be efficiently stored, retrieved, edited, and transmitted Thus, for example, a mortgage lender might access our document database via our secured Web site, locate indexed data contained in a deed, and copy it into an online mortgage document or other form of the lender's design

An electronic document system would greatly facilitate workflow management and customer service in key departmental operations, such as those involving deeds and other recorded documents, and voter registration affidavits. Development of our capabilities in this medium are becoming increasingly vital in the current commercial and legal environment where legislative and professional standardization efforts are driving toward the imminent reality of statewide electronic recording and internet-based voting

The county has already defined standards for document management systems and we will be implementing the recently authorized geographic information system (GIS) The goal of the proposed agreement is to analyze our current operational processes, identify the desired operational environment, and develop a migration plan to achieve it

The Controller's current contract for an analysis of property tax administration systems resulted from a February 2000 request for proposal process from which Deloitte was selected from four respondents. Given the similarity of that agreement with the one proposed here and its proximate date, County's best interests would be served by avoiding a costly and redundant RFP process here

We believe that the proposed conversion is essential to maintaining an acceptable level of customer service in our county's current technological climate Deloitte's proven expertise will ensure full compliance with County's electronic document management system standards

This agreement has been reviewed and approved by County Counsel and Information Services.

#### Fiscal Impact

The estimated cost of this study, expected to be completed over a three-month period, is \$162,000, to be paid from funds currently existing in the Micrographic Conversion-Unanticipated Revenue account There is no net impact on Net County Cost

# BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA RESOLUTION No. \_\_\_\_\_\_

# RESOLUTION WAIVING THE REQUEST FOR PROPOSAL PROCESS AND AUTHORIZING THE EXECUTION OF A CONSULTING AGREEMENT WITH DELOITTE & TOUCHE, LLP

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

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval an agreement whereby Deloitte & Touche, LLP will provide consulting services, for an amount not to exceed \$162,000, to study and develop an implementation plan for an electronic documents management system for the Assessor-County Clerk-Recorder, and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and approval a request to waive the Request for Proposal process for said consulting services, and

WHEREAS, the Board has determined that the best interests of the County would be served without the necessity of the request for proposal process, and

WHEREAS, the Board has examined and approved the agreement as to both form and content and desires to approve them;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that (1) the request for proposal process is waived, (2) the President of this Board of Supervisors is hereby authorized and directed to execute the agreement for and on behalf of the County of San Mateo, and (3) the Clerk of this Board shall attest the signature thereto

#### AGREEMENT FOR CONSULTING SERVICES

**DELOITTE & TOUCHE, LLP** (hereinafter "Contractor") whose principal place of business is located at 2868 Prospect Park Drive, Suite 400, Rancho Cordova, California 95670, and **COUNTY OF SAN MATEO** (hereinafter "County"), a political subdivision of the State of California, located at 400 County Center, Redwood City, California 94063, do hereby agree as follows:

- Services to be Performed by Contractor In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto for County's Department of the Assessor-County Clerk-Recorder (hereinafter "Client") Contractor shall ensure compliance with all state, federal, and local laws or rules applicable to performance of the work required under this contract.
- 2 <u>Contract Term</u> This agreement shall commence within a reasonable time, not to exceed thirty days, following County's transmittal to Contractor of the duly executed agreement This agreement shall terminate upon completion of Contractor's performance hereunder, currently estimated to require approximately three months, unless terminated earlier by County in accordance with Paragraph 12 herein
- Payments In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor in the manner specified herein and in Exhibit A. County shall pay Contractor progressively as work is completed and biweekly invoices are received. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this agreement exceed \$162,000
- 4 Relationship of the Parties Contractor agrees and understands that the work/services performed under this agreement are performed as an independent contractor and not as an employee of County and that Contractor acquires none of the rights privileges, powers, or advantages of County employees.
- Insurance Contractor shall not commence work under this agreement until all insurance required under this section has been obtained and such insurance has been approved by the Director of the Department of the Assessor-County Clerk-Recorder Contractor will furnish the Director of the Department of the Assessor-County Clerk-Recorder with certificates of insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the Director of the Department of the Assessor-County Clerk-Recorder of any pending change in the limits of liability or of any cancellation or modification of the policy

Workers' Compensation and Employer Liability Insurance Contractor shall have in effect, during the entire life of this agreement, workers compensation, employer liability insurance providing full statutory coverage In signing this agreement, Contractor makes the following certification, required by section 1861 of the California Labor Code

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement"

<u>Liability Insurance</u> Contractor shall take out and maintain during the life of this agreement such bodily injury liability and property damage liability insurance as shall protect Contractor while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them Such insurance shall be combined single-limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below

Such insurance shall include

(a) comprehensive general liability \$ 1,000,000 (b) motor vehicle liability \$ 1,000,000

After three (3) years from the date this agreement is first executed, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar county agreements, by giving sixty (60) days notice to Contractor County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to County, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess only

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, County at its option may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement

Indemnification Contractor shall indemnify, hold harmless and defend the County from all claims, suits or actions of every name, kind and description, including but not limited to reasonable attorney's fees and other costs of defense, to the extent directly and proximately caused by the negligence or willful misconduct of Deloitte & Touche while engaged in the performance of services under this agreement. The foregoing indemnity obligations are conditioned on the County providing Contractor with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with Contractor in

connection with any such claim Contractor shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing

Limitation on Damages County agrees that Contractor and its personnel shall not be liable to the County for any claims, liabilities or expenses relating to this engagement for an aggregate amount in excess of the fees paid by the County to Contractor pursuant to this agreement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of Contractor. In no event shall Contractor or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement. In furtherance and not in limitation of the foregoing, Contractor will not be liable in respect of any decisions made by the County as a result of the performance by Contractor of its services hereunder, nor shall Contractor be liable for any services or products provided by third-party vendors, developers, or consultants, whether or not identified or referred to the County by Contractor. The foregoing provisions shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

The limitations shall not apply to damages as a result of bodily injury, death or damage to real or tangible property to the extent directly and proximately caused by the negligence or willful misconduct of Contractor while engaged in the performance of services under this engagement

- 8. Non-Discrimination No persons shall be excluded from participation in, denied the benefits of, or be subject to discrimination under this agreement on account 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. Contractor 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.
- 9. Confidential Information All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to Contractor in order to engage in the performance of services under this engagement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure. Contractor shall not, however, be required by this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this engagement, or is rightfully obtained from third parties or is required to be disclosed by judicial or administrative order, by subpoena or other legal requirement

#### 10. Ownership

a) <u>D&T Technology</u> Contractor has created, acquired or otherwise has rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques, but not Confidential

Information as described in paragraph 4 below; (including, without limitation, models, templates, the generalized features of the structure, sequence, organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) (collectively, the "D&T Technology")

- b) Ownership of Deliverables Except as provided below, upon full and final payment to Contractor hereunder, the tangible items specified as deliverables or work product in the proposal, engagement letter or contract to which these terms are attached (the "Deliverables") will become the property of the County. To the extent that any D&T Technology is contained in any of the Deliverables, Contractor hereby grants to the County, upon full and final payment to Contractor hereunder, a royalty-free, fully paid-up, worldwide, non-exclusive license to use D&T Technology
- c) Ownership of Deloitte & Touche LLP Property. To the extent that Contractor utilizes any of its property (including, without limitation, the D&T Technology or any hardware of software of Contractor) in connection with the performance of services hereunder, such property shall remain the property of Contractor and, except for the license expressly granted in Paragraph 3(a) of this Exhibit C, the County shall acquire no right or interest in such property Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (a) Contractor will own all right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the D&T Technology and (b) Contractor may employ, modify, disclose, and otherwise exploit the D&T Technology (including, without limitation, providing services or creating programming or materials for other clients) Contractor does not agree to any terms that may be construed as precluding or limiting in any way its right to (a) provide consulting or other services of any kind or nature whatsoever to any person or entity as Contractor in its sole discretion deems appropriate or (b) develop for itself, or for others, materials that are competitive with those produced as a result of the services provided hereunder, irrespective of their similarity to the Deliverables, subject to the limitations regarding Confidential Information set forth in Paragraph 4 below.
- 11. Governing Law and Severability These terms, including the terms in the main agreement, shall be governed by, and construed in accordance with, the laws of the State of California (without giving effect to the choice of law principles thereof) with venue in the County of San Mateo Superior Court If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein
- 12. Non-Assignability Contractor shall not assign this agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this section shall automatically terminate this agreement

TOTAL CAPTURE & TRACTICATED

- Termination of Agreement County may, at any time from execution of agreement, terminate this agreement, in whole or in part, for the convenience of County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter "materials") prepared by Contractor under this agreement shall become the property of County and shall be promptly delivered to County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of work performed in unacceptable. Such payment shall be that portion of the full payment that is determined by comparing the work/services completed to the work/services required by the agreement
- 14 <u>Retention of Records</u> Contractor shall maintain all records related to this agreement for no less than three years after County makes final payment or after termination of this agreement and all other pending matters are closed All records shall be subject to the examination and/or audit by agents of County, the State of California, and/or federal grantor agencies
- 15. Merger Clause This agreement, including Exhibit A attached hereto and incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by County. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This agreement, or facsimile proposal of the agreement, constitutes the entire agreement between County and Contractor. Further, liability referenced to in Paragraph 5 is limited to Contractor's negligence during Contractor's performance under this agreement.

## THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

COUNTY OF SAN MATEO
Authorized Sumptive
Authorized Signature
Michael D Nevin
President, Board of Supervisors
Date

#### **EXHIBIT A: APPROACH AND WORKPLAN**

#### **DEFINITION OF ELECTRONIC DOCUMENT LEVELS:**

- Level 0 A document in paper format.
- Level 1 A digital picture of the paper document, susceptible to only external indexing, that can be transmitted and stored electronically (scanning, faxing)
- Level 2 A digital picture, to which headers containing "smart" (XML format) data tags may be attached for indexing purposes.
- Level 3 A digital document (e.g., MS Word file) converted to HTML format and embedded with data tags in XHTML format that may be detached and manipulated as needed for data processing.

#### BACKGROUND AND PROJECT SUMMARY

The Assessor-County Clerk-Recorder (hereinafter "Client") currently receives, by mail or in person at its 555 County Center and 40 Tower Road sites, documents for various purposes. Many of these documents are scanned, indexed, and made accessible through electronic means by Client's staff—Client currently uses the CRIS+ package from Eagle Computer Systems, Inc and has licenses for FileNet software—Both packages conform to County's newly adopted standards for imaging and workflow

Deloitte & Touche, LLP (hereinafter "Contractor"), through its prior projects with County, is quite familiar with County's standards and practices in matters of information technology. Currently, Contractor is assisting the California Recorders' Association and various real estate industry groups in developing standards for the electronic recording of real property documents

In this project, Contractor will prepare a detailed analysis of the Client's current ("As-Is") Level 0-1 operating environment, define the desired ("To-Be") Level 0-3 environment, and prepare a migration plan for implementing the latter.

#### **WORK PLAN**

#### Task 1. Project Initiation and Management

During this task Contractor will establish the parameters of the project—communication strategy, steering committee meetings, key individuals, processes to be reviewed, available documentation, etc. Contractor will also agree on the level of detail required in the "As-Is" process analysis. Contractor will work with Client to establish a project steering committee to guide Contractor's efforts. Contractor will prepare a detailed work plan to guide its efforts and review it with the steering committee before beginning its work.

#### Deliverables:

- Detailed Work Plan
- Steering Committee Presentations
- Process Listing

Agreement with Deloitte & Touche, LLP Page 8 of 8

other parties (e.g., standards for Level 3 property documents currently under development by the California Recorders' Association) to allow the "To-Be" processes.

#### Deliverables

- Migration Plan from "As-Is" to "To-Be"
- Client-required actions for migration

### Task 5. Draft and Final Report

This task will consolidate the deliverables from the other tasks into a report. This report will be prepared in a *PowerPoint* presentation style and delivered in draft for review by the Steering Committee Contractor requests that a consolidated set of comments be returned by Client within ten days and then Contract will produce a final report incorporating the relevant comments

#### Deliverables

- Draft Report
- Final Report

#### STAFFING AND FEES

Mr Kevin Anderson, Contractor's national director of e-government, and Mr Bruce Smith, a senior manager working with the California Recorders' Association on e-recording standards, will lead this project. Various Contractor staff familiar with process design and the *Casewise Corporate Modeler* will assist Mr Anderson and Mr Smith Client will assign qualified staff to participate in this effort to the extent possible Contractor anticipates the participation of Client's management team in interviews, work sessions, and deliverable reviews over the course of the project Contractor recognizes Client's busy schedule and will minimize the project time spent by Client's staff and management team.

Contractor expects this project to take approximately three months. Contractor estimates professional fees will total about \$135,000 (flat rate) plus reasonable expenses (travel, subsistence, office overhead, etc., to be itemized in invoices) of approximately \$27,000, for an estimated total project cost of \$162,000. In no event shall total payments under this agreement exceed \$162,000

PALE 「ハ:コ」ロコロコスメロコ SOLY JATOT Certificate de inspiranti CERTIFICA THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN MODUCEN Marsh USA Inc. THE POLICY. THIS CENTIFICATE DOES NOT AMEND, EXTEND OR ALTER COVERAGE AFFORDED BY THE POLICIES DESCRIBED MEREIN. 4 Stamford Plaza 107 Elm Street COMPANIES AFFORDING COVERAGE Stamford, CT 06902 COMPANY (203) 964-2500 A TRANSPORTATION INSURANCE CO UNSURED COMPANY Deloitte & Touche USA LLP B CONTINENTAL CASUALTY CO 10 Westport Road COMPANY P O. Box 820 C TRANSCONTINENTAL INS CO Wilton, CT 06897-0820 COMPANY D THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMEO HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

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DECEMPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS

The County, its officers, agents, employees and servants have been added as additional insured on General Liability and Automobile Liability where required by written contract with the named insured

County of San Mateo Attn: David Tom 555 County Center. 1st Floor Redwood City, CA 94063

CAUCHEATION CONTRACTOR OF THE PROPERTY OF THE SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE. ITS AGENTS OR REPRESENTATIVES.

Marsh USA Inc.



### SAN MATEO COUNTY MEMORANDUM

DATE:	2-16-0	/				
TO:	Priscilla Harris	Morse				
FROM:	K. Bach	_( Name)	FAX	PONY		
SUBJECT:	Contract Insur	ance Approva	Ĭ			
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## **COUNTY OF SAN MATEO**

REQUEST NO ATR1 066

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Noes and against said resolution:

Ayes and in favor of said resolution.