

AGREEMENT WITH SOUTHTECH SYSTEMS, INC. FOR PROFESSIONAL SERVICES

Attachments:

Schedule A:	Statement of Work
Schedule B:	Payment Schedule
Attachment 1:	Non-Discrimination Declaration
Attachment 2:	Certificate of Insurance

THIS AGREEMENT, by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter called "County," and SOUTHTECH SYSTEMS, INC., a California corporation, hereinafter called "Contractor;"

WITNESSETH:

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Assessor-County Clerk-Recorder Department; and

WHEREAS, pursuant to California Government Code section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services To Be Performed By Contractor

In consideration of the payments hereafter set forth, Contractor, under the general direction of the Assessor-County Clerk-Recorder or his designee, with respect to the product or result of Contractor's services, shall provide the services as described in Schedule A, attached hereto and incorporated herein by reference. Such services shall be provided in a professional and diligent manner. As contractor continues to enhance these products it will include the use of web based technologies. These, and other enhancements, will be provided to the County as part of the ongoing software subscription and maintenance agreement at no additional cost to the county.

2. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement, the term of Agreement shall be from October 23, 2002 through October 22, 2005. This Agreement may be terminated by Contractor or by the Assessor-County Clerk-Recorder or his designee at any time, upon thirty (30) day's written notice to the other party.

3. Payments

A. Maximum Amount. In full consideration of Contractor's performance of the services described in Schedule A, the amount that County shall be obligated to pay for services rendered under this Agreement shall not exceed \$652,321 for the contract term.

B. Rate of Payment. The rate and terms of payment shall be as specified in Schedule B, attached hereto and incorporated herein by reference. Any rate increase is subject to the approval of the Assessor-County Clerk-Recorder or his designee, and shall not be binding on County unless so approved in writing. In no event may the rates established in Schedule B be increased to the extent that the maximum County obligation shall exceed the total specified in paragraph 3A above. Each payment shall be conditioned on the performance of the services described in Schedule A to the full satisfaction of the Assessor-County Clerk-Recorder or his designee.

C. Time Limit for Submitting Invoices. Contractor shall submit an invoice for services to County for payment in accordance with the provisions of Schedule B. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier.

4. Relationship of Parties

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture, or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges, and/or claims in any form whatsoever under, from, through, and/or pursuant to the San Mateo County Civil Service Rules.

5. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, or (C) any failure to withhold and/or pay to the government income and/or employment taxes from earnings under this Agreement, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, or employees and servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the contractor to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in section 2778 of the California Civil Code.

6. 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 Assessor-County Clerk-Recorder. Contractor shall furnish 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 Assessor-County Clerk-Recorder of any pending change in the limits of liability or of any cancellation or modification of the policy.

In the event of the breach of any provision of section, or in the event any notice is received that indicates any required insurance coverage will be diminished or canceled. 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.

A. Workers' Compensation and Employer Liability Insurance. Contractor shall have in effect during the entire life of this Agreement, Workers' Compensation and 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.

B. Liability Insurance. 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 claims for property damage which may arise from Contractor's 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:

- | | |
|-------------------------------------------|--------------|
| (1) Comprehensive General Liability | \$ 1,000,000 |
| (2) Motor Vehicle Liability | \$ 1,000,000 |
| (3) Professional Liability | \$ 1,000,000 |

If this Agreement remains in effect more than one (1) year from the date of its original execution, 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. Said certificate(s) of insurance is (are) attached hereto and incorporated by reference herein as Attachment II (and III).

7. Non-discrimination.

No person shall be excluded from participation in, denied the benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability, or veteran's status. 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.

With respect to the provision of employee benefits, Contractor shall comply with the provisions of Title 2, Chapter 2.93 of the San Mateo County Ordinance Code, set forth in Attachment 1 attached hereto and incorporated herein by reference, which prohibit contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Contractor to penalties, to be determined by the County Manager, including but not limited to: (i) termination of this Agreement; (ii) disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years; (iii) liquidated damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) per violation; and (iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: (i) examine Contractor's employment records with respect to compliance with this paragraph; (ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Agreement or any other contract between Contractor and County.

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

8. Assignments and Subcontracts

A. Without the written consent of the Assessor-County Clerk-Recorder, this Agreement is not assignable in whole or in part. Any assignment by Contractor without the written consent of the

Assessor-County Clerk-Recorder is a breach of this Agreement and shall automatically terminate this Agreement.

B. Contractor shall not employ subcontractors or consultants to carry out the responsibilities undertaken pursuant to this Agreement without the written consent of the Assessor-County Clerk-Recorder or his designee.

C. All assignees, subcontractors, or consultant approved by the Assessor-County Clerk-Recorder or his designee shall be subject to the same terms and conditions applicable to Contractor under this Agreement, and Contractor shall be liable for the acts and/or omissions of the assignee, subcontractor, or consultant.

D. All agreements between Contractor and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to County.

9. Amendment of Agreement

A. This Agreement is complete and contains all the terms and conditions agreed upon by the parties. No amendment shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

B. If particular people are identified in Schedule A as performing services under this Agreement, Contractor shall not substitute other people without prior written permission from the Assessor-County Clerk-Recorder. Any substitution shall be with a person of commensurate experience and knowledge.

10. Records

A. Contractor agrees to provide to County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, regulations, and this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

B. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of four (4) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

11. Confidentiality and Property Rights

Any system or documents developed, produced, or provided under this Agreement shall become the sole property of County.

12. Compliance with Applicable Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including but not limited to, the Americans with Disabilities Act of 1990, as amended, and all applicable ordinances and regulations, including but not limited to, appropriate licensure, certification and provisions relating to confidentiality of records and applicable quality assurance regulations.

13. Interpretation and Enforcement

A. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(1) In the case of County, to:

(a) San Mateo County Assessor-County Clerk-Recorder
Attn: Warren Slocum, Assessor-County Clerk-Recorder
555 County Center, First Floor
Redwood City, CA 94063-1665

(b) or to such person or address as County may, from time to time, furnish to Contractor; and

(2) In the case of Contractor, to:

SouthTech Systems, Inc.
600 West Santa Ana Blvd., Suite 114
Santa Ana, CA 92701

B. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

SOUTHTECH SYSTEMS, INC.

By: _____

Jerry Hill, President
Board of Supervisors

By: _____

Jose Dominguez
President & Chief Technology Officer

Date: _____

Date: October 4, 2002

Schedule A – Statement of Work

SouthTech will provide a comprehensive suite of ten software products and implementation services that meet the objectives and requirements of San Mateo County Assessor, Clerk-Recorder and Elections Department over the next 18 months.

SouthTech will provide all application software and professional services needed for the installation, configuration, data and image conversion, testing, training and implementation support for the ten software products. Specifically, the package includes:

- ◆ Fictitious Business Name, Power of Attorney, Notary, and Fish & Game Recordings System (ClerkDocs)
- ◆ Marriage Licensing System (MarriageSQL)
- ◆ Vital Records Recording and Public Access System for Marriage, Birth and Death Certificates (VitalDocs)
- ◆ Land Records Imaging, Indexing and Public Access System (Grantor/Grantee)
- ◆ Cashiering/Fee Accounting System (CFAC)
- ◆ 20-Day Notice Reconciliation System (20-DayDocs)
- ◆ Document Recording Examination Workflow Manager System
- ◆ Building Permit Data Transfer System (BPDT)
- ◆ Elections Campaign Filing and Disclosure Document Management System (CampaignDocs)
- ◆ Financial Interest Disclosure System (DisclosureDocs)

Additionally, SouthTech will provide a block of 400 hours of professional services at the Senior Systems Analyst level. These hours will be used to provide System Analysis staff services to conduct a feasibility study to define alternatives for development of new systems and modifying existing systems, to provide greater data exchange between the County Recorder systems to Assessor systems.

Project Schedule follows:

Project Groups	Task	Estimated Start Date	Estimated Completion Date
Group I	1. Marriage Licensing SQL	10/23/02	11/15/02
	2. ClerkDocs	10/23/02	12/15/02
	3. Marriage & FBN web application	10/23/02	02/15/03
	4. VitalDocs	10/23/02	04/30/03
Group II	5. CampaignDocs	11/01/02	12/15/02
	6. DisclosureDocs	11/01/02	1/15/03
Group III	7. BPDT		
	a. Pilot Project 2 to 3 entities b. Deployment to cities	10/23/02 01/02/03	12/31/02 03/31/03
Group IV	8. Cashiering/Fee Accounting		
	a. Marriage, ClerkDocs and VitalsDocs b. Grantor/Grantee	01/02/03 11/01/02	02/28/03 5/30/03
	9. Grantor/Grantee		
	a. Conversion b. Configuration c. Implementation	11/01/02 01/02/03 03/01/03	02/28/03 02/28/03 05/30/03
	10. 20-Day Notice	05/01/03	06/30/03
Group V	11. Document Recording Examination Workflow Manager		
	a. Mail processing	07/01/03	08/31/03
	b. Front Counter	9/01/03	12/31/03
	c. Option for Title/Mortgage Companies e-filing	TBD	TBD

Schedule B – Payment Schedule

Payment schedules will be developed for each project that provide assurances to San Mateo County that the project is progressing on schedule and the quality of the software configuration and data conversion is assured before progress payments are made. Progress payments will be to allocate in relationship to the project schedule and based on deliverables. The general formula proposed uses three categories of billable tasks: Professional Services, Conversion Services and Software Licenses.

Professional Services

Category	Task/Deliverable	Cost
Professional Svc	Contract approval and delivery of detailed project plan.	10%
Professional Svc	Conduct on-site requirements analysis including data conversion. Results are documented in writing.	10%
Professional Svc	Configuration of software using client's requirements. This includes table set-up, user authorization, unique configuration requirements and templates for test system. Alpha testing is completed at SouthTech System using test data. (This task will need to be broken into sub-tasks for the e-Agenda project to reflect department schedule.)	30%
Professional Svc	Installation of software configured to clients requirements and completion of Beta testing on test system at client's site.	10%
Professional Svc	Final software installation and implementation in production environment.	20%
Professional Svc	Completion and delivery of training plan and user guide.	10%
Professional Svc	Completion of training. This task may need to be broken into sub-tasks for the e-Agenda project to reflect department schedule.)	10%
Professional Svc	Total	100%

Conversion Services

Conversion Svc.	Completion of conversion analysis for data and images. Requirements are documented and project plan is updated.	20%
Conversion Svc.	Development of data and image conversion programs and tools. Testing is completed at SouthTech System using test data.	40%
Conversion Svc.	Conversion is completed in test environment at client's site.	20%
Conversion Svc.	Conversion is implemented in production environment at client's site.	20%
Conversion Svc.	Total	100%

Software Licenses

Software	Contract approval and completion of updated project plan	10%
Software	Delivery and installation of software at client site	30%
Software	Completion of configuration and alpha testing at SouthTech Systems.	30%
Software	System is installed, tested and implemented in production environment at client's site.	30%
Software	Total	100%

Software Licensing and Implementation Costs

Product	License (Including Sales Tax)	System Analysis & Conversion	Configuration	Training	Total
Group I					
MarriageSQL	31,899	0	7,500	6,000	45,399
ClerkDocs	27,342	10,812	5,000	4,000	47,154
Vitals	36,456	21,800	10,000	8,000	76,256
Marriage & FBN web applications	No add'l Charge				
Total	95,697	32,612	22,500	18,000	168,809
Group II					
CampaignDocs	33,852	0	7,800	3,900	45,552
DisclosureDocs	33,852	0	7,800	3,900	45,552
Total	67,704	0	15,600	7,800	91,104
Group III					
BPDT	33,852	0	7,800	3,900	45,552
Group IV					
Cashier/Fee Accounting	56,420	18,664	10,500	4,500	90,084
Grantor/Grantee	72,912	21,900	13,440	6,720	114,972
20-Day	13,888	0	3,200	1,600	18,688
Total	143,220	40,564	27,140	12,820	223,744
Group V					
Examination Docs Workflow Manager	72,912	0	16,800	8,400	98,112
Sr. Systems Analysis			25,000		25,000
Grand Total	413,385	73,176	114,840	50,920	652,321

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: SouthTech Systems, Inc.
Contact Person Ron Rubino
Address 600 West Santa Ana Blvd. #114
Santa Ana, CA 92701
Phone Number: 714.972-8589 Fax Number: 714.972-8157

II. Employees

Does the Contractor have any employees? Yes ___ No
Does the Contractor provide benefits to spouses of employees? Yes ___ No

If the answer to one or both of the above is "No," please skip to Section IV.

III. Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 4th day of October, 2002 at Santa Ana, CA

Ronald Rubino
Signature

Ronald Rubino

Vice President & CFO
Title

33-0853060
Contractor Tax Identification Number

**ATTACHMENT 1:
NON-DISCRIMINATION REQUIREMENTS
IN THE PROVISION OF EMPLOYEE BENEFITS**

San Mateo County Ordinance Code

Title 2-Administration, Chapter 2.93. County Contracts-Non-Discrimination in Benefits

Section 2.93.010. Definitions.

For the purposes of this chapter:

- (a) "Contract" means a legal agreement between the County and a contractor for public works, consulting, or other services, or for purchase of supplies, material or equipment for which the consideration is in excess of \$5,000.
- (b) "Contractor" means a party who enters into a contract with the County.
- (c) "Contract Awarding Authority" means the Board of Supervisors or the individual authorized by the Board of Supervisors to enter into contracts on behalf of the County.
- (d) "Domestic partner" means any person who is registered as a domestic partner with the Secretary of State, State of California registry or the registry of the state in which the employee is a resident.
- (e) "Employee benefits" means the provision of any benefit other than pension and retirement benefits provided to spouses of employees or provided to an employee on account of the employee's having a spouse, including but not limited to bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; vacation; travel benefits; and any other benefits given to employees, provided that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law. (Ord. 4026, 02/13/01)

Section 2.93.020 Discrimination in the provision of benefits prohibited.

- (a) No contractor on a County contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse, subject to the following conditions:
 - (1) In the event that the contractor's actual cost of providing a particular benefit for the domestic partner of an employee exceeds that of providing it for the spouse of an employee, or the contractor's actual cost of providing a particular benefit to the spouse of an employee exceeds that of providing it for the domestic partner of an employee, the contractor shall not be deemed to discriminate in the provision of employee benefits if the contractor conditions providing such benefit upon the employee's agreement to pay the excess costs.
 - (2) The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash payment equal to the contractor's cost of providing the benefit to an employee's spouse.
- (b) The Board of Supervisors may waive the requirements of this chapter when it determines that it is in the best interests of the County. The County Manager may waive the requirements of this chapter for contracts not needing the approval of the Board of Supervisors where waiver would be in the best interests of the County for such reasons as follows:
 - (1) Award of a contract or amendment is necessary to respond to an emergency;
 - (2) The contractor is a sole source;
 - (3) No complaint contractors are capable of providing goods or services that respond to the County's requirements;
 - (4) The requirements are inconsistent with a grant, subvention or agreement with a public agency;
 - (5) The County is purchasing through a cooperative or joint purchasing agreement.

(c) Contractors should submit requests for waivers of the terms of this chapter to the Contract Awarding Authority for that contract, or in the case of contracts approved by the Board, the County Manager.

(d) The Contract Awarding Authority, or in the case of contracts approved by the Board, the County Manager, may reject an entity's bid or proposals, or terminate a contract, if the Contract Awarding Authority determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

(e) No Contract Awarding Authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter. (Ord. 4026, 02/13/01)

Section 2.93.030 Application of chapter.

The requirements of this chapter shall only apply to those portions of a contractor's operations that occur (a) within the County; (B) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. (Ord. 4026, 02/13/01)

Section 2.93.040 Powers and duties of the County Manager.

The County Manager's office shall have the authority to:

(a) Adopt rules and regulations, in accordance with this chapter and the Ordinance Code of the County of San Mateo, establishing standards and procedures for effectively carrying out this chapter;

(b) Receive notification from employees of contractors regarding violations of this chapter;

(c) Determine and recommend to the Board of Supervisors for final decision the imposition of appropriate sanctions for violation of this chapter by contractors including, but not limited to:

(1) Disqualification of the contractor from bidding on or being awarded a County contract for a period of up to 5 years, and

(2) Contractual remedies, including, but not limited to termination of contract,

(3) Liquidated damages in the amount of \$2,500;

(d) Examine contractors' benefit programs covered by this chapter;

(e) Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

(f) Allow for remedial action after a finding of noncompliance, as specified by rule;

(g) Perform such other duties as may be required or which are necessary to implement the purposes of this chapter. (Ord. 4026, 02/13/01)

Section 2.93.050 Date of application.

The provisions of this chapter shall apply to any contract awarded or amended on or after July 01, 2001, provided that if the contractor is then signatory to a collective bargaining agreement, this chapter shall only apply to any contract with that contractor which is awarded or amended after the effective date of the next collective bargaining agreement. (Ord. 4026, 02/13/01)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

8/9/02

PRODUCER
 Wright Insurance Services
 33971 Selva Rd #270/P.O. 4126
 Dana Point, CA 92629
 (949) 489-1833

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
 Southtech Systems, Inc.
 600 W. Santa Ana Blvd #114
 Santa Ana, CA 92701
 714-972-8589

INSURER A: Hartford Casualty Insurance Co.
 INSURER B: State Compensation Insurance Fund
 INSURER C: St. Paul Reinsurance Co., LTD
 INSURER D:
 INSURER E:

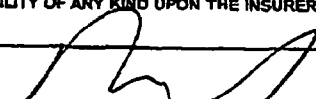
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57 SBA KG9695	02-18-02	02-18-03	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG \$
A	AUTOMOBILE LIABILITY	57 SBA KG9695	02-18-02	02-18-03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ -----
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ -----
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1581076-02	02-19-02	02-19-03	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$
C	OTHER	STP2013636	11-28-01	11-28-02	E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability				w/ \$2500 Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:**
 County of San Mateo
 Clerk Assessor Recorder & Elections
 Attn: Warren Slocum
 555 County Center / 3rd Floor
 Redwood City, CA 94063-1665
 Fax (650) 363-1903

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 

SAN MATEO COUNTY
MEMORANDUM

DATE: 10-7-02
TO: Priscilla Harris Morse
FROM: Kate Bach (Name) FAX 1903 PONY _____
SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: South Tech Systems, Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Implement and maintain new software system.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Motor Vehicle Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Professional Liability	<u>\$1m</u>	<u>✓</u>	_____	_____
Workers' Compensation	<u>statutory</u>	<u>✓</u>	_____	_____

REMARKS/COMMENTS:

Priscilla Morse
Risk Management Signature Date

PONY EPS-163

**SUBMIT TO RISK MANAGEMENT
-OR-**

FAX 363-4861