

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HART INTERCIVIC, INC.**

THIS AGREEMENT, entered into this 1st day of August, 2006, by and between the **COUNTY OF SAN MATEO, CALIFORNIA**, hereinafter called "COUNTY" and **HART INTERCIVIC, INC.**, hereinafter called "HART";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that HART be retained for the purpose of installing A2 software and related system support and consulting services,

WHEREAS, HART has represented that its A2 software will meet the COUNTY's requirements as represented in Exhibit 5, Statement of Work,

NOW, THEREFORE, it is agreed by the Parties hereto as follows:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Attachment 1 – HART's Records Management Installation, License and Maintenance Agreement (with Exhibits A through I).

Attachment 2 – COUNTY's Equal Benefits Compliance Declaration Form

2. Services to be performed by HART

In consideration of the payments set forth herein and in Attachment 1, HART shall perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and in Exhibit E, HART's Statement of Work (SOW).

3. Payments

In consideration of the services provided by HART in accordance with all terms, conditions and specifications set forth herein and in Attachment 1 of this Agreement, COUNTY shall make payment to HART based on the pricing displayed in Exhibit A of Attachment 1, and in the manner specified in said Exhibit A. The COUNTY reserves the right to withhold payment if the COUNTY determines that the quantity or quality of the work performed does not meet the specifications documented in the Statement of Work and/or the deliverables as identified in Attachment 1 of this Agreement. The COUNTY's total fiscal obligation under this Agreement shall not exceed a maximum of eight hundred eighty-thousand dollars, U.S.

(\$880,000.00) as defined in;

- a. SOW for A2, Exhibit E which totals \$700,000.00 (Exhibit E of Attachment 1).
- b. SOW for Professional Services which totals \$180,000.00 (Exhibit H of Attachment 1).

Since the COUNTY and HART are continuing discussions about the extent of changes required to the A2 System in order to meet both the COUNTY's needs and HART's needs for a California-focused clerk-recording system, both Parties are continuing discussions about the scope of this project and both parties understand that if appropriate they will mutually agree to work together to adjust the price.

The annual license and support fee will be \$100,000.00 annually (due on the 5th year anniversary of the "go live" date), plus any escalation of the annual fee per the terms of the Agreement. The COUNTY continues to have the option to receive SLA TWO support for an additional \$15,000.00 per year.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from August 1, 2006, through August 1, 2010.

Term. The term of this Agreement will be for four (4) years from the Effective Date (the "Initial Term"). This Agreement may be renewed for consecutive one (1) year terms thereafter ("Renewal Terms") by written agreement between COUNTY and HART. If either party decides not to renew the agreement after the initial four-year term, or prior to any one year renewal, that party must notify the other of its decision not to renew the terms of this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

5. Availability of Funds

The COUNTY may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to HART as soon as is reasonably possible after the COUNTY learns of said unavailability of outside funding.

6. Relationship of Parties

HART agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the COUNTY and that HART acquires none of the rights, privileges, powers, or advantages of COUNTY employees.

7. Hold Harmless

HART 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 HART, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from HART's failure to comply with the

requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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, employees, or servants, resulting from the performance of any work required of HART 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 HART 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.

8. Assignability and Subcontracting

HART shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of COUNTY, such approval not to be unreasonably denied. Any such assignment or subcontract without the COUNTY's prior written consent shall give COUNTY the right to automatically and immediately terminate this Agreement.

9. Insurance

HART shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and HART shall use diligence to obtain such issuance and to obtain such approval. HART shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending HART's coverage to include the contractual liability assumed by HART 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 Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** HART shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, HART certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and HART will comply with such provisions before commencing the performance of the work of this Agreement. HART meets all statutory Workers' Compensation Insurance requirements of the State of Texas, and carries Excess Liability Insurance in the amount of \$15,000,000 to cover those insurance requirements that exceed its normal in-state statutory requirements.
- (2) **Liability Insurance** HART shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 HART's operations under this Agreement, whether such operations be by himself/herself 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 be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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 the COUNTY, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the COUNTY or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance 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 canceled, the COUNTY of San Mateo 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.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by HART pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or COUNTY financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

HART will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. LIMITATION OF DAMAGES

11.1 EXCLUSIVE REMEDY. HART'S ENTIRE LIABILITY AN COUNTY'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS AGREEMENT, AND THE PRODUCTS, SERVICES, AND INTEGRATED SYSTEMS PROVIDED UNDER

THIS AGREEMENT, ARE SET FORTH IN THIS SECTION.

11.2. DISCLAIMER. COUNTY IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL COUNTY DATA. UNDER NO CIRCUMSTANCES WILL HART BE LIABLE TO COUNTY OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO COUNTY DATA.

11.3 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: HART AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE, OR DISTRIBUTION OF THE PRODUCTS AND INTEGRATED SYSTEMS OR PERFORMANCE OF THE SERVICES, WILL NOT BE LIABLE TO COUNTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HART'S LIABILITY TO COUNTY FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY COUNTY TO HART UNDER THIS AGREEMENT WITH RESPECT TO WHICH THE DIRECT DAMAGES WERE INCURRED. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY COUNTY'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST COUNTY OR ANYONE ELSE BY ANY THIRD PARTY.

11.4 Referrals. HART may direct COUNTY to third parties having products or services that may be of interest to COUNTY for use in conjunction with the Products, Services, or Integrated Systems. Notwithstanding any HART recommendation, referral, or introduction, COUNTY will independently investigate and test non-HART products and services and will have sole responsibility for determining suitability for use of non-HART products and services. HART has no liability with respect to claims relating to or arising from use of non-HART products and services, including, without limitation, claims arising from failure of non-HART products to provide proper time and date functionality.

12. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* HART shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* HART shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. HART's equal employment policies shall be made available to COUNTY of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject HART to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of HART from bidding on or being awarded a COUNTY contract for a period of up to three (3) years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine HART's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to HART under the Contract or any other Contract between HART and COUNTY.

HART 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 HART 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. HART shall provide COUNTY with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, HART shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. HART shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
- G. *Compliance with Contractor Employee Jury Service Ordinance.* HART shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from HART, on an annual basis, no less than five (5) days of regular pay for actual jury service in San Mateo County, California. The policy may provide that employees deposit any fees received for such jury service with HART or that HART deduct from the employees regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) HART shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: HART shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) HART agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by 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 the parties.

15. Controlling Law

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

16. Infringement Indemnity

16.1 Indemnity. HART, at its own expense, will defend and indemnify COUNTY against claims that HART Proprietary Software furnished under this Agreement infringe a United States patent or copyright or misappropriate trade secrets protected under United States law, provided COUNTY (a) gives HART prompt written notice of such claims (b) permits HART to control the defense and settlement of the claims, and (c) provides all reasonable assistance to HART in defending and settling the claims.

16.2 Remedies. As to any HART Proprietary Software that is subject to a claim of infringement or misappropriation, HART may (a) obtain the right of continued use of

the HART Proprietary Software for COUNTY or (b) replace or modify the HART Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of HART, any applicable Software license and its charges will end, COUNTY will stop using the HART Proprietary Software, and COUNTY will return to HART or destroy all copies of the HART Proprietary Software, and will certify in writing to HART that such return or destruction has been completed. Upon return or HART's receipt of certification of destruction of the HART Proprietary Software, HART will give COUNTY a credit for the price paid to HART, less a reasonable offset for use and obsolescence.

16.3 Exclusions. HART will not defend or indemnify COUNTY if any claim of infringement or misappropriation (a) is asserted by an affiliate of COUNTY, (b) results from COUNTY's design or alteration of any HART Proprietary Software, (c) results from use of any HART Proprietary Software in combination with any non-HART product, except to the extent, if any, that such use in combination is part of an Integrated System designed and installed by HART for COUNTY, or (d) relates to a non-Hart Product alone.

16.4 Exclusive Remedies. This Section 1 states the entire liability of HART's and COUNTY's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

17. Termination

17.1 Termination. This Agreement may be terminated by the Assessor-County Clerk-Recorder or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

17.2 Installation. Upon final approval and acceptance of the Integrated System, the Installation portion of this Agreement will be deemed completed.

17.3 Licenses and Sublicenses.

(a) The initial term and effective date of the Licenses and Sublicenses will commence on the date of this Agreement. The licenses and sublicenses granted herein will automatically terminate on the first Anniversary Date unless renewed as provided in Section 17.3(b).

(b) The Licenses and Sublicenses will renew for a one-year (1-year) renewal term on each Anniversary Date if HART has received, on or before such Anniversary Date, payment of the invoiced Annual Fee due on such Anniversary Date. Unless the Licenses and Sublicenses are renewed at the end of a renewal term as provided in the previous sentence, the licenses and sublicenses granted herein will automatically terminate upon the end of such renewal term.

17.4 Defaults. The following events are deemed to be defaults:

(a) A party committing a material breach of any term of this Agreement, if such breach has not been cured within thirty days after written notice of such breach has been given

by the non-defaulting party to the defaulting party;

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee, or trustee, whether by voluntary act or otherwise;

(c) A party failing to comply in any material respect with any federal, state, or local laws applicable to a party's performance under this Agreement.

17.5. Termination for Default. A party may terminate this Agreement before expiration of its term for default by the other party. If default occurs, the parties will have all remedies provided in this Agreement and otherwise available by statute, law, or equity.

17.6. Survival. Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to successors and permitted assigns.

17.7 Fiscal Funding. HART or COUNTY may terminate this Agreement upon thirty (30) days written notification due to the lack of fiscal funding. COUNTY will be responsible for payment of all labor, costs, and expenses incurred by HART through the date of the receipt of written notification.

17.8 Termination of Maintenance Services.

(a) COUNTY may terminate this Agreement at any time after the first (1st) anniversary of the Installation Date by providing at least sixty (60) days prior written notice of termination to HART.

(b) HART may not terminate Maintenance Services during the first four (4) years of paid maintenance. Thereafter, HART may terminate Maintenance Services provided to the COUNTY for any Product or Integrated System upon written notice six (6) months prior to termination.

(c) If HART determines that any alterations, attachments, or modifications not made by HART will interfere with the provision of Maintenance Services, then HART may notify COUNTY of its intention to terminate Maintenance Services. If COUNTY does not cure within thirty (30) days of such notice, Maintenance Services will be terminated.

(d) Notwithstanding anything in this Agreement, if COUNTY is in default of Section 7.2(g) of Attachment 1, HART may terminate Maintenance Services for such HART Software or Non-HART Software for which COUNTY is in default.

17.9 Effect of Termination. Upon termination or cancellation of this Agreement, COUNTY shall return to HART or destroy all HART Proprietary Software, Non-HART Sublicensed Software and Proprietary and Confidential Information in accordance with Sections 4.4(c) and 8.2 of this Attachment 1.

In the event of termination, all finished or unfinished documents, data (not to be construed to mean software or source code), studies, maps, photographs, reports, and materials (hereafter referred to as "*materials*") prepared by HART under this Agreement shall become the property of the COUNTY and shall be promptly delivered

to the COUNTY. Upon termination, HART may make and retain a copy of such materials. Subject to availability of funding, HART shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

18. Dispute Resolution

18.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Agreement, whether in contract or in tort (“**Dispute**”), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved (“**Demand**”).

18.2 Negotiation and Meditation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory nonbinding mediation under the commercial mediation rules of the American Arbitration Association (“**AAA**”).

18.3 Injunctive Relief. Notwithstanding the provisions of Section 17.4(a) and this Section 18, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without the requirement for prior notice and opportunity to cure under Section 17.4(a) and without complying with the negotiation and mediation provisions of this Section 18.

18.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Agreement may be brought more than four (4) years or the limits imposed by statute, whichever is longer, after the cause of action first accrued.

19. General Provisions

19.1 Entire Agreement. This Agreement, and the attachments and exhibits thereto are the entire agreement and supersede all prior negotiations and oral agreements. HART has made no representations or warranties with respect to this Agreement that are not included herein or therein. This Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby. If any conflict exists between the terms of this Agreement and the exhibits, then the terms of the exhibits will control.

19.2 Change Request. COUNTY and HART may at any time modify the terms of this Agreement by written Change Request, signed by both parties, identifying the modified terms and specifying the modifications to at least the same degree of specificity as in the original specifications. The Change Request will include all changes and additions being made to the terms of this Agreement. HART will not be bound by any modifications to this Agreement unless made by written Change Request signed by authorized representatives of both parties. A Change Request, when signed by both parties, will be subject to the terms of this Agreement, as modified by the

Change Request.

19.3 Substitution. With notification to COUNTY, HART may substitute Product(s) of equivalent or superior functionality and performance in the event that any of the Product(s) ordered are not available. If HART reasonably determines that the substitute Product(s) would be more suitable, this substitute will be documented on the Change Request Form, modifying the Hardware or Software listed in Attachment 1, Exhibit A (Pricing and Inventory) and submitted to COUNTY for approval, which approval shall not be unreasonably withheld.

19.4 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement, is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Agreement, including, but not limited to, this Section 19.4, cannot be amended, modified, or altered by any conflicting preprinted terms, provisions, or conditions contained in a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern.

19.5 Interpretation. This Agreement will be construed according to its fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Agreement. All words and phrases in this Agreement are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

19.6 Severability. Whenever possible, each provision of this Agreement will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, or unenforceable provision. If it is not possible to modify the provision to render it legal, valid, and enforceable, then the provision will be severed from the rest of the Agreement, as applicable, and ignored. The invalidity, illegality, or unenforceability of any provision will not affect the validity, legality, or enforceability of any other provision of this Agreement, which will remain valid and binding.

19.7 Delays. HART is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third-parties to timely provide Software, Hardware, Services, materials, or labor contemplated herein or in any Supplemental Agreement(s). HART will notify COUNTY in writing of any such delay, and the time for HART's performance will be extended for a period corresponding to the delay. HART and COUNTY will determine alternative procedures to minimize project delays.

19.8 Force Majeure. "**Force Majeure**" means a delay encountered by a party in the performance of its obligations under this Agreement that is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, **Force Majeure** includes, but is not restricted to, the following types of events: acts of God or

public enemy; acts of governmental or regulatory authorities (other than the COUNTY and its governing entities); fires, floods, epidemics, or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay, and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Agreement, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

19.9 Compliance with Laws. COUNTY and HART shall comply with all federal, state, and local laws in the performance of this Agreement, including those governing use of the Hardware, Software, and Integrated Systems. Products provided under this Agreement may be subject to U.S. and other government export control regulations. COUNTY shall not export or re-export any Products.

19.10 Assignments. Neither COUNTY nor HART may assign this Agreement or its interest in any Hardware, Software, or Integrated Systems, without the other Party's written consent, such approval not to be unreasonably denied. HART may assign the right to receive payments, without COUNTY's consent. Any such assignment, however, will not change the obligations of COUNTY to HART and HART to COUNTY that are outstanding at the time of assignment. In the event of any permitted assignment of this Agreement, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

19.11 Independent Entities. COUNTY and HART are independent entities and are not agents or partners of each other. HART's employees, agents, and subcontractors will not be entitled to any privileges or benefits of COUNTY employment. COUNTY's employees, agents, and contractors will not be entitled to any privileges or benefits of HART employment.

19.12 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth (5th) business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

19.13 Press Releases. HART may, with prior written approval of COUNTY, make public announcements and use COUNTY's name in relation to this Agreement.

20. Notices

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

In the case of County, to:

Warren Slocum, Assessor - County Clerk – Recorder & Chief Elections Officer
San Mateo County
555 County Center
Redwood City, CA 94063

In the case of Hart, to:

Ted Simmonds, Senior Vice President/COO
Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, Texas 78728

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____, 2006

ATTEST:

By: _____
Clerk of Said Board

Hart InterCivic, Inc.

Hart's Signature

Date: _____

ATTACHMENT 1



**RECORDS MANAGEMENT INSTALLATION, LICENSE, AND MAINTENANCE
AGREEMENT**

This Records Management Installation, License, Maintenance Agreement (“Agreement”) is entered into by and between Hart InterCivic, Inc., a Texas corporation (“Hart”), and San Mateo County (“Client” or “County”), a governmental subdivision of the State of California. This Agreement sets forth the terms under which Client will purchase, license, or sublicense products and services from Hart.

The following Exhibits are attached to this Agreement and made a part hereof:

Exhibit A	Pricing and Inventory
Exhibit B	Training Deliverables
Exhibit C	Documentation Deliverables
Exhibit D	Acceptance Criteria Forms
Exhibit E	A2 Statement of Work and Project Plan
Exhibit F	Client Service Request Form
Exhibit G	Change Request Form
Exhibit H	Statement of Work for Professional Services
Exhibit I	Resources and Billing Rates

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Hart InterCivic, Inc.
Records Management Installation, License and Maintenance Agreement

1. DEFINITIONS.

1.1 **"Agreement"** has the meaning set forth in the cover page of this Exhibit 1.

1.2 **"Anniversary Date"** means each anniversary of the Installation Date.

1.3 **"Annual Fee"** means the combined annual license, sublicense, and Maintenance Services fees as set forth in Exhibit A.

1.4 **"Client"** has the meaning set forth in the cover page. "Client" and "County" may be used interchangeably within this Agreement, and have the same meaning.

1.5 **"Effective Date"** has the meaning set forth in the signature page.

1.6 **"Hardware"** means the hardware identified in this Agreement.

1.7 **"Hart"** means Hart InterCivic, Inc., a Texas corporation.

1.8 **"Hart Proprietary Software"** means the executable version of computer programs and computer code owned by Hart which are licensed to Client pursuant to this Agreement, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications, including any custom modifications, to such computer programs and code which are provided to Client, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code, excluding maintenance diagnostics, and the source code version of the programs and code when provided pursuant to this Agreement, and all copies of the foregoing. Hart Proprietary Software licensed to Client is identified as "Licensed Hart Proprietary Software" in Section 2.1 (Licensed Hart Proprietary Software) of Exhibit A (Pricing and Inventory) of this Agreement.

1.9 **"Installation Date"** means (a) the date Hart completes installation (as determined by Hart), or (b) the Installation Date as specified in this Agreement, or (c) if Hardware or Software is to be installed by Client, the tenth (10th) calendar day following shipment to Client.

1.10 **"Integrated System"** means Hardware and/or Software that is integrated and installed by Hart for Client pursuant to this Agreement.

1.11 **"Licensed Location"** means the location where an item of Software is licensed for Use as designated in this Agreement.

1.12 **"Licensed Server"** means the Hardware on which an item of Software is licensed for Use as designated in this Agreement.

1.13 **"Licensor"** means the licensor(s), respectively, of the Non-Hart Software, as listed in Section 2.2 (Non-Hart

Sublicensed Software) and 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) of this Agreement.

1.14 **"Maintenance Services"** means the level of maintenance service (Level One, Basic Level of Service [Mandatory]; Level Two, Extended Service [Optional]; or Level Three, Extended Service [Optional]) selected by Client in Exhibit A (Pricing and Inventory) of this Agreement, which Hart will provide to Client under this Agreement. The Maintenance Services are more specifically described in Section 5 of this Agreement.

1.15 **"Non-Hart Software"** means the executable version of computer programs owned by third parties that are provided by Hart to Client pursuant to sublicense(s) under this Agreement or license(s) directly from the third-party Licensor, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements, and other modifications to such computer programs which are provided to Client, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs. Non-Hart Software provided to Client is identified as "Non-Hart Sublicensed Software" or "Non-Hart Other Software" in Sections 2.2 and 2.3, respectively, of Exhibit A (Pricing and Inventory) of this Agreement.

1.16 **"Non-Hart Other Software"** means Non-Hart Software that is licensed by a third-party Licensor directly to Client. Non-Hart Other Software is identified in Section 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) of this Agreement.

1.17 **"Non-Hart Sublicensed Software"** means Non-Hart Software that is sublicensed by Hart to Client pursuant to sublicense(s) under this Agreement. Non-Hart Sublicensed Software is identified in Section 2.2 (Non-Hart Sublicensed Software) of Exhibit A (Pricing and Inventory) of this Agreement.

1.18 **"Number of Licensed Users"** means the number of concurrent users licensed to use an item of Hart Proprietary Software or Non-Hart Sublicensed Software as set forth in Exhibit A (Pricing and Inventory) to this Agreement.

1.19 **"Products"** means the Hardware, Software, and all other documentation provided by Hart to Client under this Agreement.

1.20 **"Proprietary and Confidential Information"** means Software, diagnostics, documentation (including manuals), Hardware and Software configuration, Integrated Systems design and configuration, training materials, user guides, trade secrets, source code and related documentation, and any other information confidential to Hart or its suppliers or Licensors.

1.21 **"Purchase Price"** means the purchase price set forth in Exhibit A.

1.22 **"Services"** means the services to be performed by Hart for Client as identified in this Agreement.

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1.23 “Severity” has the meaning set forth in Section 5.5(e) of this Agreement.

1.24 “Software” means the Hart Proprietary Software and Non-Hart Software.

1.25 “Use” means reading the Hart Proprietary Software or Non-Hart Sublicensed Software into and out of memory and the execution of such Software, in whole or in part, by the Licensed Server.

2. INSTALLATION.

2.1 Integrated System Hart will integrate and install for Client an Integrated System in the manner specified and defined in Exhibit E (Statement of Work (SOW)) at Client’s offices and consisting of the Hardware and Software specified in Exhibit A (Pricing and Inventory). Installation will be performed during County normal working hours.

2.2 Hardware Not Under This Agreement. The Hardware identified in Exhibit A (Pricing and Inventory) is not included in or covered by this Agreement. The Hardware is listed in Exhibit A solely as a record-keeping convenience and to identify the Integrated System with which the Hart Proprietary Software and Non-Hart Sublicensed Software may be used. If Client has any rights with respect to the Hardware, such rights would be under a separate agreement with Hart or the manufacturer or supplier of such Hardware. Client shall purchase directly from the manufacturer or other supplier the Hardware identified as “Hardware Purchased by Client Directly From Hardware Manufacturer or Other Supplier” in Section 3.2 (Hardware Inventory and Pricing) of Exhibit A (Pricing and Inventory).

2.3 Training and Documentation. In connection with Hart’s installation of the Integrated System, Hart will provide training to the number of Client’s personnel as specified in Exhibit E (SOW) and Exhibit B (Training Deliverables) of this Agreement. During such training, Hart will provide user documentation, as described in Exhibit C (Documentation Deliverables), to Client’s personnel for the Software and, if applicable, for public users. Client may make a reasonable number of additional copies of such materials for use solely in connection with the operation of the Integrated System, provided that all such copies must contain the copyright, confidentiality, and other notices and legends contained on the original versions thereof.

2.4 Project Managers. Each party will appoint one (1) qualified person (a “Project Manager”) who will: (i) have authority to act for the party and make decisions regarding the day-to-day operations under this Agreement; (ii) have authority to sign the Acceptance Criteria Forms in Exhibit D; (iii) provide information and materials to the other party; (iv) provide access to that party’s staff to answer questions; (v) coordinate the party’s activities and responsibilities under this Agreement; and (vi) communicate with the other party concerning the other party’s performance and its performance

under this Agreement. Either Client or Hart may change their respective Project Managers upon prior written notice to the other party.

2.5 Reporting. Until completion of the *Go Live Authorization* (as defined in Section 3.2 (d)), Hart will report on the status of its performance of this Agreement at regularly scheduled meetings, as specified and agreed to in the SOW, with the Client’s Project Manager.

2.6 Acceptance Criteria. Installation of the Integrated System will be monitored using project deliverables (“outputs”) described in Section 3.2 and Exhibit D (Acceptance Criteria Forms) (the “Acceptance Criteria”), which may have payment milestones associated with them. As provided in Section 3.1, Client shall indicate its acceptance of each Acceptance Criteria when the outputs associated with such Acceptance Criteria have been delivered. Client shall not unreasonably withhold acceptance of any Acceptance Criteria. Upon *Go Live Authorization* acceptance (as defined in Section 3.2 (d)), Hart will be deemed to have provided satisfactory installation of the Integrated System and will have no further obligations under this Agreement with respect to the installation of the Integrated System.

2.7 Use, Storage, and Handling of Integrated System. Client has sole responsibility for proper use, storage, and handling of the Hardware, Software, and Integrated System after *Go Live Authorization* acceptance.

3. ACCEPTANCE CRITERIA

3.1 Acceptance Criteria Process. The Acceptance Criteria are described in Section 3.2. The Acceptance Criteria Forms, which establish and will be used to acknowledge completion of each “Measurement” under each Acceptance Criteria (each a “Measurement”), are attached in Exhibit D (Acceptance Criteria Forms). Upon completion of a Measurement on an Acceptance Criteria Form, Hart’s Project Manager will request verification of completion from Client’s Project Manager, who will verify completion by initialing the applicable Measurement on the Acceptance Criteria Form. When Hart has substantially completed and received Client’s verification of all the Measurements on an Acceptance Criteria Form, Hart will request verification of completion of the Acceptance Criteria on such Acceptance Criteria Form from Client’s Project Manager, who will verify completion of all the Acceptance Criteria on such Acceptance Criteria Form by signing the Acceptance Criteria Form. Client’s Project Manager shall initial the applicable Measurement on an Acceptance Criteria Form and sign the Acceptance Criteria Form, acknowledging the completion of all Acceptance Criteria on the Acceptance Criteria Form, within five (5) days of Hart’s request for such verification or, within such five-day (5-day) period, shall provide Hart’s Project Manager with a written, specific, and valid explanation why Hart has not substantially satisfied such

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Measurement or Acceptance Criteria. If Hart has not substantially satisfied such Measurement or Acceptance Criteria, Hart will then proceed to cure its performance of the Measurement or Acceptance Criteria and resubmit the Measurement or Acceptance Criteria for approval. **Note:** All subsequent work on the remainder of the Integrated System will be suspended until Client approves the Measurements and Acceptance Criteria previously submitted to Client. If Client does not approve such Measurements or Acceptance Criteria or provide a written explanation of noncompliance within five (5) days of Hart's request for approval as provided above, such Measurements and Acceptance Criteria will be deemed approved without further action by Hart or Client. If Client unreasonably withholds approval of a Measurement or Acceptance Criteria (i) Hart will have no liability and will not be in default for delays to the timeline as preliminarily set forth in Exhibit E (SOW) and finalized in the BPA and (ii) Client shall bear all costs associated with any schedule delays and additional expenses, including, but not limited to, labor and travel expenses.

3.2 Acceptance Criteria. Descriptions of the Acceptance Criteria are set forth in clauses (a) through (e) below:

(a) Business Process Analysis ("BPA"). Hart will conduct a BPA of Client's business processes to use in conjunction with the solution proposed by Hart to Client. At the conclusion of this BPA, Hart will provide Client an updated BPA including the Project Management Plan for Client to sign. Upon review and agreement of the completed BPA, Client's Project Manager shall sign the Business Process Analysis Acceptance Criteria Form in Exhibit D confirming Client's receipt and approval of the BPA.

(b) System Acceptance. Hart will install a minimum of one (1) of each of the Hardware and Software components of the Integrated System at the Client's Licensed Location. Hart will perform a test demonstrating that each component of the Integrated System is installed and can perform the functions and business processes as defined and approved in the BPA. All Severity 1 or 2 defects will be resolved by Hart before submitting the Integrated System for approval by Client. Upon completion of testing without any unresolved Severity 1 or 2 defects, Client's Project Manager shall sign the Software Acceptance Criteria Form in Exhibit D confirming Hart's performance and Client's approval of this Acceptance Criteria.

(c) Training. Hart will provide training to Client's employees on the use of the Integrated System as it relates to their specific job responsibilities. Client and Hart will agree in writing on the location for the training and the personnel to be trained as part of the Project Management Plan developed in the BPA process and documented in Exhibit B (Training Deliverables) and Exhibit E (Statement of Work). Upon completion of training in accordance with the Project Management Plan, Client's Project Manager shall sign the Training Acceptance Criteria Form in Exhibit D confirming

Hart's performance and Client's approval of this Acceptance Criteria.

(d) Go Live Authorization. Upon Client's Project Manager signing the "Go Live Authorization" form in Exhibit D, Hart will make resources available to install the remaining Hardware at Client's designated location(s). Upon completion of the installed Hardware and the Integrated System, Client's Project Manager shall sign the Go Live Authorization Acceptance Criteria Form in Exhibit D. Go Live Authorization will authorize production cut-over to the Integrated System and begin the first year's maintenance as provided for under Section 5 of this Agreement. When the Integrated System has been in production for a calendar week with no unresolved Severity 1 or 2 defects at the end of such week, Client shall be deemed to have accepted the Integrated System and the Installation Date will be the date Client signed Go-Live Authorization. Hart will provide on-site support resources, of a type and duration, as set forth in Exhibit E (SOW).

(e) Conversion of Legacy Data. Client has three (3) options regarding conversion of the legacy indexes and images to the new Integrated System.

1. **No conversion** of legacy data by Hart.
2. **Index conversion only** to be provided by Hart.
3. **Index and image conversion** to be provided by Hart.

If options 2 or 3 above are chosen, an additional two (2) Acceptance Criteria will apply. Hart will provide to Client a table of conversion input fields to the new Integrated System and its field definitions, Data Cleansing Error Report, verification programs, and test results from online verification of Client's defined test samples that the converted data loaded correctly to the new Integrated System. The process of conversion will be performed for Client in two (2) Phases.

(i) Phase I, Index (and Image) Conversion. Phase I will address all of the legacy system data contained in the extracts identified by Client. Client is responsible for extracting data from their legacy system and providing it in a machine-readable file that is readable by Hart according to Hart's specifications. Client is responsible for performing any data cleansing.

(ii) Phase II, Index (and Image) Conversion. Phase II will address the new data loaded to the legacy system since the start of Phase I. The same extracts, data field mapping tables and verification samples will be used from Phase I. Hart will run the conversion programs and perform the verification of samples prior to Client's switch to the new Integrated System.

4. LICENSES AND SUBLICENSES.

4.1 General. The terms of this Agreement, including but not limited to this Section 4, will apply to all licenses of Hart

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Proprietary Software and to all sublicenses of Non-Hart Sublicensed Software. In some cases, Non-Hart Software (consisting of Non-Hart Other Software) may be provided subject to a license directly from the Licensor to Client. If a separate license agreement applies to or accompanies Non-Hart Software, then the separate license agreement terms will apply and supersede the license terms in this Agreement for that Non-Hart Software. Client agrees to comply with the terms of all licenses governing Hart Proprietary Software and Non-Hart Software.

4.2 Licenses and Sublicenses. Hart grants to Client a personal, nonexclusive, nontransferable limited license or sublicense to Use the Hart Proprietary Software and Non-Hart Sublicensed Software, respectively, which is identified as licensed or sublicensed to Client in Exhibit A (Pricing and Inventory) to this Agreement. Client is licensed or sublicensed to Use the Hart Proprietary Software and Non-Hart Sublicensed Software only for Client's internal data processing requirements at the Licensed Location on the Licensed Server and the Client's test server by the Number of Licensed Users, each as specified in Exhibit A (Pricing and Inventory) to this Agreement. Client may temporarily transfer the Hart Proprietary Software and Non-Hart Sublicensed Software to a back-up server at an alternative location within Client's county of operation if the Licensed Server is inoperative or the Licensed Location is temporarily unavailable. Client will be provided and permitted to use the executable form of Hart Proprietary Software and Non-Hart Sublicensed Software only in connection with the Integrated System provided by Hart and according to the instructions set forth in the related documentation provided by Hart. Client acknowledges that this sublicense is subject to the terms of the Licensor's respective license agreements for the Non-Hart Sublicensed Software, which are incorporated herein by reference. The Licensor(s) of the Non-Hart Sublicensed Software are third-party beneficiaries of the sublicense terms of this Agreement to the extent permitted by applicable law. Client agrees that Hart or its representatives may periodically inspect and audit, at mutually agreed upon times during normal business hours, the computer site, Integrated Systems and appropriate records of Client to verify Client's compliance with the terms of this Agreement with respect to the Software supplied by Hart.

4.3 Non-Hart Other Software Not Under This Agreement. The Non-Hart Other Software identified in Section 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) is not included in or covered by this Agreement. The Non-Hart Other Software is listed in Exhibit A solely as a matter of record-keeping convenience and to identify the Integrated System with which the Hart Proprietary Software and Non-Hart Sublicensed Software may be used. Hart will not provide training on or maintenance for Non-Hart Other Software. If Client has any rights with respect to the Non-Hart Other Software, such rights would be under a separate agreement with Hart or the Licensor of such software.

Maintenance, if any, of Non-Hart Other Software will be provided directly between the Client and Licensor.

4.4 Protection of Software.

(a) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, modification or decompilation of any Software. (b) Client shall not modify, assign, transfer, sublicense, time-share, rent, copy, or duplicate the Software; provided, Client may have in its possession a reasonable number of copies of the Software for inactive archival, back-up, and/or testing purposes. All copies of the Software, in whole or in part, must contain all of Hart's and the third-party Licensor's titles, trademarks, copyright notices, and other restrictive and proprietary notices and legends (including government restricted rights) as they appear on the copies of the Software provided to Client. Client shall notify Hart of the following:

(i) the location of all Software and all copies thereof, and

(ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(c) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Hart or destroy, at Hart's option, the Software (and all related documentation and Proprietary and Confidential Information) and all archival, back-up, testing, and other copies thereof, and provide certification to Hart of such return or destruction. Upon termination of this agreement, Hart will provide an export of cashing data only in a machine readable/standard format that will be supported by the new/current system or technology at the time of termination of this agreement.

(d) Client shall not publish any results of benchmark tests run on any Software.

(e) Client shall not relocate the Hart Proprietary Software or Non-Hart Sublicensed Software from the Licensed Location, except as permitted in Section 4.2.

(f) Client shall maintain the Hart Proprietary Software and Non-Hart Sublicensed Software in confidence and comply with the terms of Section 8, Protection of Proprietary and Confidential Information, with respect to such Software.

(g) The terms of this Section 4.4 will survive the termination or expiration of this Agreement

4.5 No Transfer of Title. This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Proprietary and Confidential Information. Title to Hart Proprietary Software and all copies thereof, and all associated intellectual property rights therein, will remain in Hart. Title to Non-Hart Software and all copies thereof, and all associated intellectual property rights therein, will remain in the applicable third-party Licensor.

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4.6 Inherently Dangerous Applications. The Software is not developed or licensed for use in any nuclear, aviation, mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that Hart and any third-party Licensor will not be liable for any claims or damages arising from such use.

5. MAINTENANCE SERVICES

5.1 Maintenance Services. Hart will provide Maintenance Services to the extent provided for in this Agreement. Hart will make reasonable efforts to remedy or provide a reasonable solution for defects, errors or malfunctions in Hart Proprietary Software which have a significant adverse affect upon operation of the Hart Proprietary Software or Integrated System, as applicable, and which are promptly reported by Client to Hart. Such solutions are to be reviewed by Hart's Change Management Group.

5.2 First Year's Maintenance Services at No Extra Charge. As provided in Section 10.2, Hart will provide to Client Maintenance Services for no extra charge for one year beginning with the Installation Date on the terms and conditions set forth in this Section 5. The Maintenance Services to be provided during this one-year period are described in Section 5.5 of this Agreement as Level ONE, and constitute the complete list of services provided by Hart during the first year, unless Client elects to pay for a higher level of Maintenance Services, which payment will be due on the Installation Date. If Client pays Hart on or before the Installation Date for a Level TWO or Level THREE level of service during the first year, Hart will provide Client during such year the level of service paid for by Client. Hart will provide one (1) week of on-site support upon commencement of the first year's Maintenance Services.

5.3 Selection of Maintenance Service Level. If the term of this Agreement renews as provided in Section 13, beginning with the first Anniversary Date, Hart will provide Client with Maintenance Services at Service Level ONE upon payment by Client of the Annual Fee. The Maintenance Services constitute the complete list of maintenance and support to be provided by Hart. Hart will not be obligated to provide any Maintenance Services not described in the level of Maintenance Services selected and paid for by Client.

5.4 Available Services. Hart offers three (3) levels of maintenance services.

(a) Level ONE, Basic Level of Service. This is the most basic level of maintenance services available to Client and is further described in Section 5.5, Level ONE, Basic Level of Service.

(b) Level TWO, Optional Extended Support. Hart provides optional on-site maintenance services. Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic

Level of Service, and the additional maintenance services described in Section 5.6, Level TWO, Optional Extended Support.

(c) Level THREE, Optional Extended Support. Hart provides optional on-site maintenance services. Maintenance services under Level THREE Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 5.7, Level THREE, Optional Extended Support.

5.5 Level One – Basic Level of Service.

(a) Base Mandatory Services. Level ONE, Basic Level of Service, is included in the Annual Fees. During the term of the License Agreements, Hart will provide Level ONE, Basic Level of Service, with respect to the Hart Proprietary Software and Sublicensed Software.

(b) Customer Support Manager. Hart will designate a Customer Support Manager ("CSM"). The CSM will maintain close contact with Client through frequent communication. The CSM will be responsible for managing delivery of the maintenance services.

(c) Client Support Center. The Client Support Center ("CSC") is the primary point of Client contact for all support. CSC consultants provide responses to support requests received from system users and system administration personnel. When initiating a support request, Client should communicate to the CSC the information in the Client Service Request ("CSR") Form, Exhibit F to this Agreement.

(i) The primary means of contacting Hart's CSC during normal operating hours is via telephone through the toll-free client support line. Outside of normal operating hours or if all CSC consultants are busy, the client support line will prompt callers to leave a voice mail message that will, in turn, activate a page to a CSC consultant.

(ii) A dedicated, toll-free client support fax line is available 24 hours a day, 7 days a week, as is e-mail access.

(d) CSC Hours of Operation. Normal operating hours for the CSC are 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for Hart company holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas).

(e) CSC Response Goals.

(i) Upon receipt of a CSR, a CSC consultant will review the information and assign a Severity for urgency of response according to the following list:

1/Critical	A system-wide problem, one that prevents the recorder's office from continuing fundamental business processes. Some examples might be the system servers being down, users unable
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	to record documents, unable to view images on the Client system, etc.
2/High	A problem that affects one or more modules of the Hart system. A problem that prevents the recorder's office from performing an important function of the office's normal business processes.
3/Medium	System feature or minor hardware is malfunctioning or inoperative, but an alternative procedure exists to achieve business needs. A problem that impacts individual users or workstations. Examples would include receipts requiring adjustment, users receiving error messages that do not otherwise prevent business activities, data corrections, etc.
4/Low	The "Low" category includes cosmetic issues such as misspellings, parts of letters falling off the screen or report print outs, incorrect punctuation, etc. "Low" also includes problems that happen intermittently, for which root causes are being determined or which cannot be reproduced. This category is also used to characterize information requests.

(ii) A CSC consultant will communicate to Client a Response based upon the severity of the problem. "Response" is defined as a communication with Client of the status of problem, analysis or potential remedies, or workarounds. The Response goals for a CSR received during normal working hours are shown in the following table:

1/Critical	Within 1 hour
2/High	Within 4 hours
3/Medium	Within 2 business days
4/Low	Assumption is these will be fixed in the next Maintenance Release.

(iii) Responses to a CSR received via voice mail/pager, fax, or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources.

(f) CSC Request Escalation.

(i) Upon receipt of a Severity 1/Critical CSR, the CSC manager will be notified to insure that appropriate Hart resources are focused on returning the affected system to operation as soon as possible.

(ii) A Severity 2/High CSR not resolved within eight (8) hours of notification to the CSC will be escalated for assistance by other subject matter experts or Hart functional area supervisor/manager to determine next steps.

(iii) Client will be notified of the current status and projected closure target on each unresolved CSR, which will be tracked and reported until resolved.

(g) Remote Diagnostics. The CSC consultant, subject matter expert, CSM, or other Client support personnel may utilize remote dial-in capability to assist with system diagnosis and/or corrective action. Client direct participation may or may not be required during remote dial-in operations. However, in either case, all use of remote dial-in capability will be coordinated with the Client in advance.

(h) Supplements and Custom Programming are Excluded.

(i) From time to time, Hart may make available computer programs that are compatible with the Hart Proprietary Software and that supplement the Hart Proprietary Software. Also, third parties may make available computer programs that are compatible with the Sublicensed Software and that supplement the Sublicensed Software. **SUPPLEMENTS ARE NOT LICENSED OR SUBLICENSSED UNDER THIS AGREEMENT AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES.** Subject to availability and compatibility, Client may license or sublicense supplements by written amendment to this Agreement. All licenses and sublicenses of supplements will include additional charges.

(ii) Maintenance services do not include custom programming.

(i) Hart Proprietary Software Maintenance and Support. The terms of this section apply to maintenance of Hart Proprietary Software.

(i) Client's designated CSM will manage delivery of Hart Proprietary Software maintenance releases or updates in accordance with the provisions of this Agreement.

(ii) Maintenance releases will be deployed on an "as-required" basis as determined by Hart. Maintenance releases for Hart interface programs and/or supplementary applications, that are not part of the main application (e.g., interfaces with mainframe programs, index or image conversion programs, export programs, etc.), will also be developed and deployed on an "as required" basis as determined by Hart.

(iii) Hart may include, at its sole discretion, in its maintenance releases, software modifications, and enhancements, which enhance the functionality of the software.

(iv) Release notes will be provided simultaneously with delivery of the release to Client to include all issues and corresponding resolutions contained in the maintenance release.

(v) Client may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(vi) Hart reserves the right to decline acceptance of software modifications recommended or requested by Client.

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Hart also reserves the right to determine the conditions under which approved modifications will be delivered.

(vii) Hart Proprietary Software maintenance includes the correction of material defects, malfunctions, or failures that result in the Hart Proprietary Software failing to perform substantially according to the performance specifications provided by Hart when used properly under normal use and conditions.

(a) Client shall fully inform Hart immediately of any such defects, malfunctions or failures. Upon receipt of such notice, Hart will commence to fix or replace the Hart Proprietary Software or provide a suitable workaround, as herein provided. Hart will make a good faith effort to provide the fix, replacement, or workaround as soon as is reasonably possible, taking into consideration the applicable Severity level.

(b) Client shall provide Hart with a list of output and any other data, including databases and backup systems, that Hart reasonably may request to reproduce operating conditions similar to those present when the error occurred.

(c) Client shall provide Hart and its agents access to all Client's facilities, hardware, personnel, and data, physically at the hardware site and, if requested by Hart, through modem telephone connection, to permit Hart to perform its maintenance services.

(d) Hart Proprietary Software maintenance includes any updates to the Hart Proprietary Software developed by Hart. Updates consist of any enhancements, corrections, modifications, and additions to the Hart Proprietary Software. Use of updates with or in place of the Hart Proprietary Software will be fully governed by and subject to the terms of this Agreement. Any portion of the Hart Proprietary Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction provided to Hart) or returned to Hart, at Hart's option.

(j) Non-Hart Sublicensed Software Maintenance and Support. The terms of this section apply to maintenance of Sublicensed Software. Hart does not provide maintenance of any other non-Hart software.

(i) Client's designated CSM will manage delivery of Sublicensed Software maintenance releases or updates in accordance with the provisions of the applicable license agreements with the third party licensor and this Agreement.

(ii) Maintenance of Sublicensed Software will be accomplished on an "as required" basis as determined by Hart and the software Licensor.

(iii) Sublicensed Software maintenance will be provided only to the extent offered by the Licensor of the Sublicensed Software. Hart will not be responsible for any software programming with respect to the Sublicensed

Software or for software fixes or replacements except to the extent available from the Licensor.

(iv) Client shall fully inform Hart immediately of any defects, malfunctions, or failures in the Sublicensed Software. Upon receipt of such notice, Hart will contact the Licensor and seek a fix or replacement of the Sublicensed Software. Client shall provide Hart and the Licensor with a list of output and any other data, including databases and backup systems, that Hart reasonably may request to reproduce operating conditions similar to those present when the error occurred. Client shall provide Hart, the Licensor, and their agents access to all Client's facilities, hardware, personnel and data, physically at the hardware site and, if requested by Hart, through modem telephone connection, to permit Hart and the Licensor to perform the maintenance services.

(v) If a Sublicensed Software failure occurs, Hart will make a good faith effort to obtain a fix, replacement, or suitable workaround of the Sublicensed Software from the Licensor as soon as is reasonably possible, taking into consideration the applicable Severity level.

(vi) Sublicensed Software maintenance includes any updates to the Sublicensed Software developed by the Licensor and that are made available to the Client. Updates consist of any enhancements, corrections, modifications, and additions to the Sublicensed Software. Use of updates with or in place of the Sublicensed Software will be fully governed by and subject to the terms of this Agreement. Any portion of the Sublicensed Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to Hart) or returned to Hart, at Hart's option.

(k) Exclusions. Hart will not provide maintenance or support of any hardware or non-Hart software (unless it is Sublicensed Software or hardware purchased directly by Hart which is still under manufacturer's warranty).

(l) Other Services. Any additional support and professional services will be under a separate agreement and will be priced and billed as provided for in the agreement, in addition to the Annual Fees.

5.6 Level Two – Optional Extended Support.

(a) Selection of Optional Service Level. Level TWO, Optional Extended Support, is optional and will only be provided if selected and paid for by Client.

(b) Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 5.5 and included in Level ONE, Basic Level of Service, are provided and apply in Level TWO, Optional Extended Support.

(c) Semi-Annual System Tuning and Site Visitation. Hart support technicians will perform the following system tuning

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and monitoring in conjunction with **two semi-annual site visits.**

(i) **Scope of Work.**

(a) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(b) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply, modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image stored on server.

(c) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided pursuant to maintenance services.

(d) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(e) **Other Services.** Any additional support and professional services will be mutually agreed and performed under a separate agreement and will be priced and billed as provided for in such agreement, in addition to the fees charged for Level TWO, Optional Extended Support.

(ii) **Scheduling.**

(a) Client's designated CSM will coordinate and schedule system tuning and site visits with Client.

(b) The initial site visit should be accomplished within six (6) months of the effective date of an agreement to provide Level TWO maintenance services. The CSM and Client will schedule subsequent semi-annual site visits jointly.

(c) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

(d) Semi-Annual Report of Client CSC Activities.

(i) The CSC staff will produce semi-annual reports concerning Client's interaction with the CSC.

(ii) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

5.7 Level Three – Optional Extended Support.

(a) Selection of Optional Service Level. Level THREE, Optional Extended Support, is optional and will only be provided if selected and paid for by Client.

(b) Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 5.5 and included in Level ONE, Basic Level of Service, are provided and apply in Level THREE, Optional Extended Support.

(c) Quarterly System Tuning and Site Visit. Hart support technicians will perform the following system tuning and monitoring in conjunction with **four (4) quarterly site visits.**

(i) **Scope of Work.**

(a) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(b) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply, modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image (stored on server).

(c) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided under this Agreement.

(d) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(e) **Other Services.** Any additional support and professional services will be under a separate agreement and will be priced and billed as provided for in such agreement, in addition to the fees for Level THREE, Optional Extended Support.

(i) **Scheduling.**

(a) Client's designated CSM will coordinate and schedule system tuning and site visits with Client.

(b) The initial site visit should be accomplished within two (2) months of the effective date of an agreement to provide Level THREE maintenance services. The CSM and Client will schedule subsequent quarterly site visits jointly.

(c) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

(d) Quarterly Report of Client CSC Activities.

(i) The CSC staff will produce quarterly reports concerning Client's interaction with the CSC.

(ii) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction

5.8 Client Responsibilities.

(a) **Systems Operation.** Client retains responsibility for the day-to-day management of the system and software, including the backup system.

(b) **Specific Responsibilities.** Client is responsible for its obligations under this Agreement and the following items:

(i) **Client Contact Point ("CCP").** Client will designate, in writing, a primary and at least one (1) alternate Client Contact Point who will serve as the primary interface between Hart's support team and Client. The responsibilities of the CCP include the following:

(a) Provide Client contact information and inform Hart of any changes before they occur.

(b) Insure basic troubleshooting and a complete analysis of system problems using internal Client resources prior to referring a problem to Hart.

(c) Before submitting a support request to the CSC, gather and record the information needed to fill out a CSR.

(d) Contact the CSC and provide the CSR information and any amplifying data to the CSC consultant

(e) Coordinate Client activities required to assist the CSC in resolving the problem

(f) Serve as a liaison and primary point of Client contact for the CSM.

(g) Complete Change Request Forms and provide them to the CSM to initiate system or software modifications.

(h) Insure a Purchase Order (PO) or other suitable form of Client financial obligation authorization is generated and approved prior to requesting additional support not specifically included in the maintenance service level purchased pursuant to this Agreement.

(ii) **System Access, Security, and Software Licenses.**

(a) Client will insure that appropriate primary and alternate means are available for Hart support personnel to gain remote dial-in access to Client's system (when appropriately coordinated with Client).

(b) Client will maintain system passwords and will notify Hart, prior to implementation, of any changes that may affect Hart's ability to provide support under this Agreement.

(c) Client will maintain a record of all user workstations running any portion of the licensed or sublicensed software (including any associated Internet applications). Client will provide this information to Hart upon request and will advise Hart of any changes in the system that affect the currency of this information.

5.9 Exclusions. The maintenance services to be performed by Hart are limited by this section and other applicable terms of this Agreement.

(a) Maintenance Services apply only to properly configured Products at the minimum Hardware and Software levels designated by Hart for support of the applicable Product specifications.

(b) Maintenance Services do not include correction or repair of defects, errors, or malfunctions, including any related to data functionality, in the design, manufacture, materials, or workmanship of either (i) Non-Hart Other Software or (ii) Hardware.

(c) Maintenance Services described in this Section 5 do not cover defects, errors, or malfunctions that are not attributable to the relevant Hart Proprietary Software or Integrated System or which are caused by any of the following (unless as instructed by HART): (i) deinstallation, reinstallation, or relocation of any item of Hardware by Client or any third party; (ii) Client's failure to follow operational or maintenance instructions as set forth in applicable documentation; (iii) the use of noncompatible media or supplies; (iv) repair, maintenance, modification or alteration of the Hart Proprietary Software, Hardware, or Integrated System by Client or third parties; (v) use of hardware or software not supplied or authorized by Hart; (vi) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (vii) failure to maintain proper site specifications and environmental conditions; (viii) negligence, accidents, neglect, misuse, or tampering; (ix) improper or abnormal use or use under abnormal conditions; (x) use in a manner not authorized by this Agreement or use inconsistent with Hart's specifications; (xi) attachments or alterations not provided and installed by Hart as further described in Section 5.11 or (xii) the introduction of software viruses.

(d) Hart will not provide Maintenance Services if alterations to Products or Integrated Systems which are not made by Hart or attachments to Products or Integrated Systems which are not provided and installed by Hart directly or indirectly result in any malfunction, nonperformance, or degradation of performance of Products or Integrated Systems.

(e) Hart reserves the right to charge on a time and materials basis for efforts expended due to problems caused by the maintenance exclusions in this Section 5.

5.10 Additional Services on Time and Materials Basis. If Hart, in its sole discretion, determines that maintenance and support or other services requested by Client that are not covered by the level of Maintenance Services selected, are necessary, Hart will provide Client a written estimate of the cost involved in such effort, unless Client waives this by providing written notice to Hart of such waiver. If Client approves in writing the estimate provided to it by Hart, Client shall pay Hart for all such maintenance, support, and services on a time and materials basis, plus expenses, at Hart's then

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prevailing rates (current prevailing rates for time and materials will be provided to Client prior to the start of any services not covered by this Agreement), unless otherwise agreed in writing by Hart and Client. Hart will make reasonable efforts to notify Client if the work effort and cost will exceed the estimate initially provided.

5.11 Alterations and Attachments.

(a) Client will be solely responsible for infringement, personal injury, or damage to property, Products, and Integrated Systems resulting from alterations to Products or Integrated Systems that are not made by Hart or attachments to Products or Integrated Systems that are not provided and installed by Hart.

(b) Client will give Hart prior written notice of any proposed alterations or attachments to Products or Integrated Systems subject to Maintenance Services. Hart has no obligation to provide Maintenance Services for Products or Integrated Systems containing alterations not made by Hart or attachments not provided and installed by Hart. If Hart agrees to maintain, support or correct altered Products or Integrated Systems, Hart may impose additional fees. Hart is not responsible for a malfunction, nonperformance, or degradation of performance of Products or Integrated Systems caused by or resulting directly or indirectly from any alteration or attachment unless Hart has provided and installed the alteration or attachment and has informed Client that such adverse conditions will not occur. For purposes of this Agreement "alterations" includes, but is not limited to, the incorporation of components, boards, and subassemblies not provided by Hart into Products or Integrated Systems, as well as modifications to Products or Integrated Systems that are not made by Hart. "Attachments" includes, but is not limited to, any hardware, software, components, or devices that are connected to Products or Integrated Systems and that are not provided by Hart.

6. CHARGES; PURCHASE PRICE, ANNUAL FEES; PAYMENT.

6.1 Charges. Charges for Products, Services, and Integrated Systems will be identified and payable in accordance with the terms set forth herein. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the cover page or to such other location as may be designated by Hart in a notice to Client.

6.2 Purchase Price.

(a) Client shall pay Hart the Annual Fee for the Integrated System as set forth in Section 1 (Annual Fee) of Exhibit A (Pricing and Inventory) pursuant to the terms and conditions of this Agreement.

(b) If installment payments are provided for in Exhibit A (Pricing and Inventory), Hart will invoice Client and Client shall pay Hart the Annual Fee (other than for Hardware), in installments corresponding to the Acceptance Criteria set forth in Section 3.2. The amount to be paid by Client upon completion of each Acceptance Criteria, as defined in Section 3.2, is set forth in Section 1 (Annual Fee) of Exhibit A (Pricing and Inventory). Hart will invoice Client for fees due upon completion of each Acceptance Criteria, as set forth in Section 1 of Exhibit A (Pricing and Inventory) when Hart has provided Client with the deliverables described under such Acceptance Criteria. Client shall pay the amount invoiced within thirty (30) days after the invoice date as provided for in the Agreement.

6.3 Hardware. Hart will invoice Client and Client shall pay Hart for "Hardware Purchased From Hart" as specified in Section 3 of Exhibit A (Pricing and Inventory), upon receipt of such Hardware by Client or Hart, acting as agent for Client, from the manufacturer or other supplier.

(a) Within one (1) week after receipt, Client will report to Hart the receipt of Hardware, including machine type, make, model, and serial number.

(b) Client will recognize Hart's receipt of Hardware as Client's agent, as defined in this Agreement, at a site other than the Client's primary location.

(c) Hart will provide Client with evidence of receipt of Hardware received by Hart as Client's agent, including machine type, make, model, and serial number, and will include this evidence of delivery with the invoice for such Hardware.

(d) Client shall pay the manufacturer or other supplier directly for "Hardware Purchased by Client Directly From Hardware Manufacturer or Other Supplier" (as defined in Section 2.2).

6.4 Annual Fee.

(a) An Annual Fee is due and payable by Client to Hart on each Anniversary Date of this Agreement. Client must pay each invoiced Annual Fee by the due date.

(b) Invoicing. Hart will invoice Client for the Annual Fee at least ninety (90) calendar days before the Anniversary Date on which the Annual Fee is due. Hart may periodically review and adjust the amount of the Annual Fee. Hart will notify Client of any changes in the Annual Fee with the invoice. Annual Fee increases will not exceed 5% or CPI, whichever is greater.

(c) If Client fails to timely pay the Annual Fee, this Agreement will terminate.

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6.5 Additional Charges. Additional charges may apply to services rendered outside contracted hours or beyond normal coverage at Client's request, including, but not limited to, travel expenses, premium, and minimum charges.

6.6 Late Charges. All charges must be paid as agreed. If invoiced, all payments are due no later than thirty (30) days from the invoice date. Hart may impose a late payment charge on past due payments equal to the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

6.7 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment will not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

6.8 Price Protection.

(a) The prices for Products will remain firm through delivery, unless through no fault of Hart, shipment takes place more than one (1) year after the date of this Agreement. If Hart notifies Client that an increase in prices will apply to its order and the affected part of the order is not part of an Integrated System, Client may terminate the affected part of its order by giving written notice to Hart within ten (10) days of the date of notification of the increase.

(b) Fees for Maintenance Services will not be increased during the twelve-month (12-month) period beginning with the Installation Date, but may be increased on the first anniversary of the Installation Date and on each subsequent anniversary of the Installation Date with ninety (90) days prior written notice to Client.

(c) Fees for Software licenses, Software sublicenses, and Maintenance Services of at least one (1) year will not be increased during the twelve-month (12-month) period beginning with the Installation Date, but may be increased on the first (1st) anniversary of the Installation Date and on each subsequent anniversary of the Installation Date with ninety (90) days prior written notice to Client. If Software or Services are contracted on a month-to-month basis, the fees may be increased at any time with thirty (30) days prior written notice to Client. Price increases for software licenses will be limited to 5% or CPI, whichever is greater.

6.9 Taxes. If Client is tax-exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

6.10 Delivery. Hart will arrange for delivery of Integrated Systems and Products to Client and delivery charges will be included in Hart's pricing.

6.11 Installation. If Hart is to install Integrated Systems or Products, unless otherwise provided in this Agreement, (a) all installation will be subject to the then-current standard Hart charges and conditions, and (b) if additional labor and rigging is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

6.12 Suspension of Performance. If any payment due to Hart under this Agreement is past due more than thirty (30) days, Hart may suspend performance under this Agreement until all amounts due are current.

6.13 Performance Penalty. In the event Hart experiences significant delays in project schedule, that are deemed delays based in whole or part by Hart, SMC could elect to exercise a performance penalty under this Agreement based on the following terms.

Should "go live" implementation slip past March 5th 2007; SMC's first years annual maintenance fee will be reduced by;

5% - 4/1 through 4/30

10% - 5/1 through 5/31

15% - 6/1 through 6/30

25% - for "go-live" beyond 121 days

7. CLIENT RESPONSIBILITIES.

7.1 INDEPENDENT DETERMINATION. CLIENT ACKNOWLEDGES IT HAS INDEPENDENTLY DETERMINED THAT THE PRODUCTS, SERVICES, AND INTEGRATED SYSTEMS ORDERED UNDER THIS AGREEMENT MEET ITS REQUIREMENTS PER THE COMPLETED BPA THAT IS MUTUALLY AGREED TO BY CLIENT AND HART.

7.2 Cooperation. Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Agreement and related exhibits. Client shall:

(a) provide adequate working and storage space for use by Hart personnel near Hardware, Software, and Integrated Systems;

(b) provide Hart full remote access to the Hardware, Software, and Integrated Systems and sufficient computer time, subject only to Client's security rules, and physical access during Client's normal business hours – exceptions to be requested in writing by Hart to Client;

(c) follow Hart's procedures for placing service requests and determining if remedial service is required;

(d) follow Hart's or manufacturer's instructions for operator maintenance and obtaining services;

(e) provide a memory dump and additional data in machine-readable form if requested;

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(f) reproduce suspected errors or malfunctions in Software;

(g) install all Hart Software and Non-Hart Software releases supplied by Hart, within ninety (90) days of receipt of such release by Client;

(h) provide timely access to key customer personnel and timely response to Hart's questions; and

(i) otherwise cooperate with Hart in its performance under this Agreement and related exhibits.

7.3 Site Preparation. Client shall prepare the installation site to facilitate integration of systems to be interfaced to the Integrated System in accordance with instructions provided by Hart. Client is responsible for compliance with all local labor concerns and building codes. If Hart is to install Products, Client shall prepare and maintain the installation site in accordance with the manufacturer's instructions and instructions provided by Hart and ensure that these instructions are not in violation of labor laws or building ordinances. Client is responsible for environmental requirements, electrical interconnections and modifications to facilities for proper installation. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

7.4 Site Maintenance. Client shall maintain the appropriate operating environment, in accordance with the manufacturer's specifications and Hart's specifications, for the Hardware, Software, and Integrated Systems and all communications hardware, telephone lines, electric lines, cabling, air conditioning, and all other hardware and utilities necessary for the Hardware, Software, and Integrated Systems to operate properly. Client shall provide access to the Licensed Server to be available on a 7-day/24-hour basis to facilitate the installation.

7.5 Project Manager. Client shall appoint a Project Manager in accordance with Section 2.4 of this Agreement with sufficient time and technical expertise to ensure the timely achievement of the timeline and with sufficient authority to sign the Acceptance Criteria. Any delays caused by delays in appointing a Project Manager will correspondingly extend Hart's delivery and installation deadlines.

7.6 CONVERSION DATA. If Client chooses to have Hart convert its legacy data (See Section 3.2(e)), Client shall: (i) review the mapping table, provided by Hart, mapping Client's legacy data fields to the Hart Integrated System data fields, (ii) provide an extract of data from Client's legacy system into a machine-readable format that is readable by Hart according to Hart's specifications, (iii) select verification samples, and (iv) verify their extracted data. If images are to be converted, the legacy data must have index-to-image relationships clearly identified in the data file. Client shall also provide specific samples of indexes and

images that are representative of the data to be converted for online verification. Client will be responsible for performing data cleansing. Hart will analyze extracted data and provide data cleansing reports to assist Client's data cleansing efforts. This will be repeated up to four (4) times, as necessary, over a two-week (2-week) period. Client will notify Hart when the data is ready for conversion and Hart will convert the data to the Integrated System. At the completion of each conversion phase (see Section 3.2 (e), Client shall approve the Conversion Acceptance Criteria based upon the verification of the samples.

7.7 Non-Hart Hardware Acquisition. Client shall acquire all necessary "Hardware Purchased by Client Directly From Hardware Manufacturer or Other Supplier" (as defined in Section 2.2) within the time frames required by the timeline.

7.8 Training. Client will be responsible for all training not specifically provided for in this Agreement. Client shall:

(a) Ensure trainee availability;

(b) Ensure availability of adequate training facilities and resources;

(c) Submit for training only those personnel who possess basic skills with Windows®-based programs (i.e., using a mouse, minimizing and maximizing windows, opening files, etc.);

(d) Identify employees and job responsibilities on the Integrated System to be trained;

(e) Submit for training only those personnel who are already proficient at performing similar or parallel legacy process tasks in Client's business operation; and

(f) Provide detailed information regarding current business processes and access to management authorized to approve business process changes.

7.9 Office Space Client shall make office space available for Hart personnel (a minimum of one (1) desk, one (1) telephone, and electrical outlets), and provide an analog phone line for remote connection.

7.10 Access. Client shall ensure access for Hart personnel on an as required basis with prior notice to Client.

7.11 Cooperation. Client shall provide space or move furnishings as required to facilitate various stages of Integrated System installation.

7.12 LAN. Client shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

® Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries.

7.13 Network Administration and Operating System Security. Client shall provide trained personnel to administer its network and manage its NT domain, including security access.

7.14 Use. Client is exclusively responsible for supervising, managing, and controlling its use of the Hardware, Software, and Integrated Systems, including, but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals, instructions, and specifications.

7.15 Backups. Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to data from any cause.

7.16 Compliance with Third-Party Contracts. Client represents and warrants to Hart that it does not have any contracts with or other obligations to third parties, including, but not limited to, any license agreements or confidentiality obligations, that will be violated in any respect by Client's or Hart's performance under this Agreement.

8. PROTECTION OF PROPRIETARY AND CONFIDENTIAL INFORMATION.

8.1 CONFIDENTIALITY. CLIENT SHALL KEEP IN CONFIDENCE AND PROTECT PROPRIETARY AND CONFIDENTIAL INFORMATION FROM DISCLOSURE TO THIRD PARTIES AND RESTRICT ITS USE TO USES EXPRESSLY PERMITTED UNDER THIS AGREEMENT. CLIENT SHALL TAKE ALL REASONABLE STEPS TO ENSURE THAT PROPRIETARY AND CONFIDENTIAL INFORMATION IS NOT DISCLOSED, COPIED, DUPLICATED, MISAPPROPRIATED, OR USED IN ANY MANNER NOT EXPRESSLY PERMITTED BY THE TERMS OF THIS AGREEMENT. CLIENT SHALL KEEP THE SOFTWARE AND ALL TAPES, CDS, DISKETTES, AND OTHER PHYSICAL EMBODIMENTS OF THE SOFTWARE, AND ALL COPIES THEREOF, AT A SECURE LOCATION AND LIMIT ACCESS TO THOSE EMPLOYEES WHO MUST HAVE ACCESS TO ENABLE CLIENT TO USE THE SOFTWARE. CLIENT ACKNOWLEDGES THAT UNAUTHORIZED DISCLOSURE OF PROPRIETARY AND CONFIDENTIAL INFORMATION MAY CAUSE SUBSTANTIAL ECONOMIC LOSS TO HART OR ITS SUPPLIERS AND LICENSORS. CLIENT AGREES NOT TO COPY PROPRIETARY AND CONFIDENTIAL INFORMATION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY AUTHORIZED BY THIS AGREEMENT. EACH

PERMITTED COPY OF PROPRIETARY AND CONFIDENTIAL INFORMATION, INCLUDING ITS STORAGE MEDIA, WILL BE MARKED BY CLIENT TO INCLUDE ALL NOTICES AND LEGENDS (INCLUDING GOVERNMENT RESTRICTED RIGHTS) THAT APPEAR ON THE ORIGINAL. TITLE, COPYRIGHT, AND ALL OTHER PROPRIETARY RIGHTS IN AND TO THE SOFTWARE, AT ALL TIMES REMAIN VESTED EXCLUSIVELY IN HART OR, AS APPLICABLE, THE RESPECTIVE THIRD-PARTY LICENSORS.

8.2 Return of Proprietary and Confidential Information. Upon termination or cancellation of this Agreement, Client shall immediately destroy or return to Hart, at Hart's option, all Proprietary and Confidential Information in Client's possession or control (including Proprietary and Confidential Information incorporated in other software or writings) and provide certification to Hart of such return or destruction.

8.3 Intellectual Properties. All ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, schematics, blueprints, and trade secrets developed by Hart personnel (alone or jointly with Client) in connection with Proprietary and Confidential Information or Products, Services, and Integrated Systems provided to Client will be the exclusive property of Hart. Hart grants to Client a nonexclusive, royalty-free license to use of any of the foregoing in connection with Client's use of the Products and/or Integrated System as permitted by the terms of this Agreement.

8.4 Support Materials. Client acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary and Confidential Information of Hart. Client will not use such materials. Hart has the right to remove such materials from Client's facility at any time. This provision applies unless Client has specifically purchased or licensed such support materials pursuant to this Agreement.

8.5 Client Employees. Client will inform its employees of their obligations under this Section 8 to ensure such obligations are met.

8.6 Survival. This Section 8 will survive termination or cancellation of this Agreement.

9. TITLES; RISK OF LOSS.

9.1 Hardware. Title to Hardware and risk of loss of or damage to Hardware will pass to Client upon delivery to Client or Hart as Client's agent.

9.2 Software.

(a) Hart Proprietary Software. Title to Hart Proprietary Software and all associated intellectual property rights will remain in Hart, including, but not limited to, all copyrights, trade secrets, trademarks, and other proprietary rights in and to the Hart Proprietary Software.

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(b) Non-Hart Software. Title to Non-Hart Software and all associated intellectual property rights will remain in the applicable third-party Licensor including, but not limited to, all copyrights, trade secrets, trademarks, and other proprietary rights in and to the Non-Hart Software.

(c) Risk of Loss. Risk of loss to Software will pass to Client on the Installation Date, except to the extent covered by the limited warranties in Section 10.

9.3 Data. Client will retain all title, rights, and ownership of all images and associated indexes, and other data created and/or acquired by use of the Hardware, Software, and Integrated Systems as stored on magnetic disk, magnetic tape, optical disk, optical tape, CD-ROM disk (or other "like" electronic media that may be used).

9.4 Proprietary and Confidential Information. Title to Hart's Proprietary and Confidential Information will remain in Hart. Title to Proprietary and Confidential Information of Hart's suppliers and Licensors will remain in the relevant suppliers and Licensors.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Title. Hart represents and warrants that it owns or has the right to license or sublicense the Hart Proprietary Software and Non-Hart Sublicensed Software licensed or sublicensed by Hart to Client as provided for under this Agreement.

10.2 INITIAL MAINTENANCE PERIOD AT NO EXTRA CHARGE. DURING THE ONE-YEAR (1-YEAR) PERIOD BEGINNING WITH THE INSTALLATION DATE, IN LIEU OF A ONE-YEAR (1-YEAR) WARRANTY, HART WILL PROVIDE TO CLIENT, AT NO EXTRA CHARGE, MAINTENANCE SERVICES AT LEVEL ONE, BASIC LEVEL OF SERVICE ON THE TERMS AND CONDITIONS (INCLUDING THE EXCLUSIONS, LIMITATIONS, AND RESTRICTIONS) SET FORTH IN THIS AGREEMENT. CLIENT'S REMEDIES ARE LIMITED TO MAINTENANCE SERVICES AS SET FORTH IN THIS SECTION 10.2 AND SECTION 5. BECAUSE NOT ALL ERRORS OR DEFECTS CAN OR NEED BE CORRECTED, HART DOES NOT WARRANT THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED. SIMILARLY, HART DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN HART PROPRIETARY SOFTWARE OR INTEGRATED SYSTEMS WILL MEET ALL OF CLIENT'S REQUIREMENTS OR THAT THE HART PROPRIETARY SOFTWARE OR INTEGRATED SYSTEMS WILL OPERATE IN COMBINATIONS SELECTED FOR USE BY CLIENT WITH HARDWARE OR SOFTWARE NOT APPROVED BY HART.

10.3 Conversion. If Hart converts Client's legacy data pursuant to this Agreement, Hart warrants, for the benefit of Client only, that Hart has converted the legacy data as

extracted by Client into the Integrated System as directed by Client. Client shall review the converted data and Client's sole remedy and Hart's sole obligation for conversion services will be to correct any errors caused by conversion of the data by Hart, as detected by Client. Hart will not be obligated to correct errors in the data provided to Hart. The remedies and obligations set forth in this Section 10.3 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to errors caused by the conversion of data by Hart.

10.4 Non-Hart Software. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO NON-HART SOFTWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS." Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's and Licensor's warranties covering Non-Hart Software, but only to the extent, if any, permitted by the third-party manufacturer and Licensor. Client may independently seek to obtain directly from the manufacturers or Licensors of the Non-Hart Other Software maintenance of the Non-Hart Other Software under any warranty or guarantee provided by such third-party manufacturer or Licensor. Client agrees to look solely to the warranties and remedies, if any, provided by the third-party manufacturer or Licensor. The remedies and obligations set forth in this Section 10.4 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to warranties of Non-Hart Software.

10.5 Hardware. HART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO HARDWARE, ALL OF WHICH IS SOLD OR LICENSED TO CLIENT "AS IS." Hart will pass through to Client, on a nonexclusive basis and without recourse to Hart, any third-party manufacturer's warranties covering the Hardware, but only to the extent, if any, permitted by the third-party manufacturer. Client may independently seek to obtain directly from the manufacturers of the Hardware maintenance of the Hardware under any warranty or guarantee provided by such third-party manufacturer. Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer. The remedies and obligations set forth in this Section 10.5 are the full extent of Client's remedies and the full extent of Hart's obligations with respect to warranties of Hardware.

10.6 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE,

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AND NONINFRINGEMENT FOR HART AND NON-HART PRODUCTS AND SERVICES. THE EXPRESS LIMITED WARRANTIES EXTEND SOLELY TO CLIENT.

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Exhibit A

Pricing and Inventory

1. Annual Fee

1.1 A2 License Fees and Basic Level ONE Service - Mandatory

COUNTY shall pay HART the fees set forth below for the license of HART Proprietary Software, sublicense of Non-HART Sublicensed Software and HART’s Level ONE Basic Level of Service:

Service Option	Price
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service	\$175,000.00 beginning at “go live” date.

Since the COUNTY and HART are continuing discussions about the extent of changes required to the A2 System in order to meet both the COUNTY’s needs and HART’s needs for a California-focused clerk-recording system, both Parties are continuing discussions about the scope of this project and both parties understand that if appropriate they will mutually agree to work together to adjust the price.

The COUNTY will pay HART four (4) equal payments for the clerk-recording system (currently \$175,000.00 for each of these payments), with the first (1st) payment due upon implementation of A2.

The annual license and support fee will be \$100,000.00 annually (due on the 5th year anniversary of the “GO LIVE” date), plus any escalation of the annual fee per the terms of the Agreement. The COUNTY continues to have the option to receive SLA TWO support for an additional \$15,000.00 per year.

1.2 Extended levels (optional – select one)

COUNTY shall pay HART the fees set forth below for extended levels of service selected by COUNTY:

Optional - Select One	Check one	Additional Price
Mandatory fees above plus Level TWO – Extended Service (On site 2x per year)	NA	\$15,000.00 per year, beginning at “go live” date.
Mandatory fees above plus Level THREE – Extended Service (On site 4x per year)	NA	

1.3 Total Annual Fee

The Annual Fee consists of the sum of the fees in Section 1.1 and 1.2 above. HART will bill COUNTY for the full amount (\$175,000.00 if only SLA ONE is chosen; or \$190,000.00 if SLA TWO is chosen), due at the completion of “GO LIVE”.

Hart InterCivic, Inc., Annual Software License and Maintenance Agreement
Exhibit A – Pricing and Inventory

1.4 Statement of Work for Professional Services

COUNTY shall pay HART the fees set forth below for engineering services as defined in Attachment 1, Exhibit H.

Professional Services	Price
Reference Exhibit H: Acceptance Criteria 1 - \$30, 000 Acceptance Criteria 2 – \$90,000 Acceptance Criteria 3 – \$60, 000	\$180,000.00 as defined in the SOW for Professional Services Acceptance Criteria

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Hart InterCivic, Inc., Annual Software License and Maintenance Agreement
Exhibit A – Pricing and Inventory

2. Licensed Software Inventory

2.1 Licensed HART Proprietary Software:

Licensed Software: A2.	Version: 2.0 or higher
Licensed Server: (Central Processing Unit) Application Server.	
Licensed Location: San Mateo County, CA.	
Number of Licensed Users: 45 concurrent licenses.	

Licensed Software: Anthem Public Access.	Version: 2.0 or higher
Licensed Server: (Central Processing Unit) Application Server.	
Licensed Location: San Mateo County, CA.	
Number of Licensed Users: Unlimited users.	

2.2 Non-HART Sublicensed Software:

2.2.1 Database Software

Licensed Software: Microsoft SQL Database	Version: SQL 2005 or latest version.
Licensed Server: (Central Processing Unit) Database Server.	
Licensed Location: San Mateo County, CA.	
Number of Licensed Users: 2 Dual Processor Licenses.	

2.2.2 Image Software

Licensed Software: Lead Tools Image Viewer.	Version: 13 or latest version.
Licensed Server: (Central Processing Unit) Client Workstations.	
Licensed Location: San Mateo County, CA.	
Number of Licensed Users: 45 Concurrent Licenses.	

2.2.3 Image Software

Licensed Software: ViewONE Web License (Java Viewer)	Version: 3.0.98 or higher.
Licensed Server: (Central Processing Unit) Client Workstations	
Licensed Location: San Mateo County, CA	
Number of Licensed Users: 2 Licenses.	

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Hart InterCivic, Inc., Annual Software License and Maintenance Agreement
Exhibit A – Pricing and Inventory

2.3 Non-HART Other Software:

2.3.1 Shrink-wrap software

Licensed Software Name	Version	Quantity of Licenses
Crystal Reports.	Professional Version; Release 11 or latest available	One (1) License.

2.3.2 Operating systems shipped with hardware

2.3.2.1 Desktop operating systems

Licensed Software Name	Version	Quantity of Licenses
TBD if Applicable		

2.3.2.2 Server operating systems

Licensed Software Name	Version	Quantity of Licenses
TBD if Applicable		

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Hart InterCivic, Inc., Annual Software License and Maintenance Agreement
Exhibit A – Pricing and Inventory

3. Hardware Inventory – NA – Not Required – COUNTY will provide application hardware.

Exhibit B



Training Deliverables

This exhibit addresses the major activities and deliverables necessary to accomplish an effective training program as an integral part of HART Proprietary Software implementation.

1. Overview

HART's training methodology provides a combination of instructor-driven lecture and student laboratory exercises delivered in a multi-student classroom setting. The approach for each topic will include instructor lecture on the topic, instructor demonstration of the topic, a student walk-through of the topic on a workstation, and student participation in an exercise that reinforces the subject.

2. HART Proprietary Software COUNTY Training Process

The major activities associated with the COUNTY training process are:

- 2.1 Determine COUNTY Training Requirements and Facility Availability.
 - (a) Accomplish business process analysis and impact study.
 - (b) Determine modules to be included in COUNTY training program.
 - (c) Determine number of trainees to be trained on each module.
 - (d) Ascertain COUNTY trainee availability for training on each module.
 - (e) Determine COUNTY facilities available for training use.
- 2.2 Develop COUNTY Training Program.
 - (a) Work with COUNTY to develop detailed training schedule based on 1.b. through 1.e. above.
 - (b) Prepare training documentation and materials.
- 2.3 Set up Testing & Training System (Hardware and Software).
 - (a) Load software on designated equipment to test workflow and conduct training.
 - (b) Install any peripheral equipment needed for training on each module.
 - (c) Set up HART Proprietary Software for the training project. The Test/Training project will be configured to represent the actual proposed workflow project (users, groups,

Exhibit B – Training Deliverables

document types, security levels, workflow, and routing rules, etc.) and will be used for testing the proposed workflow as well as training system users.

2.4 Conduct Classroom/Laboratory Training:

(a) Utilize combination of lecture and hands-on instruction.

(b) Incorporate information derived from site analysis to teach modifications of legacy process needed to maximize productivity with the HART Proprietary Software.

(c) Review Training Evaluation Forms filled out by students from each training class to improve and enhance ongoing training effort.

2.5 Conduct Training Exercises:

(a) Collect real documents (or copies) processed on a specific day using the legacy process.

(b) Conduct a training exercise by utilizing the training data to process the sample documents (collected in Paragraph 2.5 (a) immediately above) based on the proposed workflow and analyze the results.

(c) Identify lessons learned for use in production environment.

3. Training Program Responsibilities

HART will develop a detailed training schedule as a part of a more detailed project schedule during the first few weeks of the project. The training schedule will include a predetermined number of fixed classes for each component of the curriculum described below.

4. HART Responsibilities

4.1 Coordinate with appropriate COUNTY's managers or supervisors while developing training requirements, schedules, and resource availability.

4.2 Prepare and distribute appropriate training documents and materials for 20-25 COUNTY staff.

4.3 Provide quality instruction.

5. COUNTY Responsibilities

5.1 Insure trainee availability, which facilitates efficient use of HART training resources.

5.2 Insure availability of adequate training facilities and resources, which facilitate efficient use of HART training resources.

Exhibit B – Training Deliverables

- 5.3 Submit for training only those personnel who possess basic skills with Windows-based programs (i.e., using a mouse, minimizing and maximizing windows, opening files, etc.).
- 5.4 Submit for training only those personnel who are already proficient at performing a similar or parallel legacy process tasks in the COUNTY's business operation.
- 5.5 Provide detailed information regarding current business processes and access to management authorized to approve business process changes.

6. Student Materials

HART's trainer will print the applicable standard workflow application documentation (from the PDF files) and utilize this documentation, along with HART developed training checklists, as student guides for each training class. In addition, HART personnel will create any custom documentation necessary to train system end-users on the new workflow processes. These process modifications will be discussed and approved by COUNTY's Project Manager before the training is performed. Custom documentation provided by HART is typically created using MS Word. All training materials used in classes taught by HART personnel will be provided to COUNTY:

- (a) Applicable chapter/module pages from the standard workflow application documentation.
- (b) HART training checklists and evaluation forms.
- (c) Custom documentation addressing any new or changed workflow procedures.

7. Curriculum

7.1 Workflow End User Training.

End user training curriculum is designed to familiarize the users with the concepts, organization, and navigation of the HART Proprietary Software and to provide detailed instruction for the use of each applicable module. End user training will address the following topics:

- (a) System Introduction/Overview.
- (b) Getting Started and Navigation.
- (c) Detailed operating instructions for the system modules purchased under the contract. This typically includes Scanning, Indexing, Document Retrieval, the Image Viewer Utility and Tools, Task Queue Processing, and Inspection/Quality Assurance, as well as any optional modules.
- (d) Training on the new HART Proprietary Software and workflow processes that have been approved by COUNTY's Project Manager to maximize productivity with the System will be covered during the applicable class modules.

7.2 Workflow System Administration Training.

Exhibit B – Training Deliverables

System administration training classes will address user-configurable software items in the system and management tools including:

- (a) Security Setup (Users, Groups, Security Levels, Doc Types, etc.)
- (b) Managing the Workflow (monitoring and redistributing work)
- (c) Reports and Statistical Analysis Tools
- (d) Process Monitor (monitoring users logged in and processes running at any given time)

7.3 Workflow System Utilities Training.

System utilities training addresses various utilities available to perform maintenance procedures within the workflow applications and the database. Some utilities are also designed to create electronic stamps and templates to be used in specific workflow applications. System utilities training includes:

- (a) Check Document Utility
- (b) Clear Cache Utility
- (c) Empty Folders Maintenance
- (d) Orphan Utility

7.4 Workflow Server/Database Administration.

This session will familiarize trainee(s) with the basic administration of the various servers utilized for the HART Proprietary Software application, database, and image storage. The types of items addressed in this training include:

- (a) Shutdown and startup procedures for the server(s) and database.
- (b) Description of the basic disk structure of the server.
- (c) Performing basic database maintenance functions for HART Proprietary Software.
- (d) Performing basic jukebox management functions for HART Proprietary Software (if applicable).
- (e) Maintenance via remote access.
- (f) System backup procedures (manage system backup operations and monitor status).
- (g) Creation of an emergency repair disk for server emergency recovery.
- (h) Installation of the HART Proprietary Software on a workstation.

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Exhibit C



Documentation Deliverables

HART InterCivic, Inc. will provide COUNTY with the standard HART Proprietary Software application documentation, custom documentation, if any, that is needed for training on COUNTY's specific workflow processes, and the technical documentation described below. The following documentation will be delivered, in the format listed, prior to Go Live Authorization as described in Section 7.2(d) of this Supplemental Agreement.

1. **HART PROPRIETARY SOFTWARE** - End User System Documentation.

The HART Proprietary Software application End User System Documentation will be furnished as a PDF file (UserGuide.pdf) and is installed as part of the HART Proprietary Software application. End User System Documentation addresses the following topics:

1.1 System Introduction/Overview

1.2 Detailed operating instructions for the system modules. This includes Scanning, Indexing, Document Retrieval, Task Queue Processing, and Inspection/QC, among others.

2. **HART Proprietary SOFTWARE** - System Administration Documentation.

The standard HART Proprietary Software System Administration documentation is installed as a PDF file (AdminManual.pdf) and addresses user configurable software items in the System and System management tools including:

(a) Security Setup (Users, Groups, Security Levels, Doc Types, etc.)

(b) Managing the Workflow (monitoring and redistributing work)

(c) Reports and Statistical Analysis Tools

(d) Process Monitor (monitoring users logged in and processes running at any given time)

3. **HART PROPRIETARY SOFTWARE** - System Utilities Documentation

The standard HART Proprietary Software System Utilities documentation is installed as a PDF file (Utils.pdf) and addresses various utilities available to perform maintenance procedures within the workflow applications and the database. The System utilities documentation includes:

(a) Check Document Utility

(b) Clear Cache Utility

(c) Empty Folders Maintenance

(d) Orphan Utility

4. **HART PROPRIETARY SOFTWARE** - Technical Documentation.

The HART Proprietary Software Technical Documentation includes COUNTY software installation procedures, server/database administration, backup procedures, and all third-party software and hardware vendor-supplied documents. HART documents are typically in MS Word format. Examples include:

(a) Shutdown and Startup Procedures for the server(s) and database

- (b) Description of the basic disk structure of the server
- (c) Basic Database Maintenance Procedures for HART Proprietary System
- (d) Basic Jukebox Management Procedures for HART Proprietary System
- (e) System Backup Procedures (monitoring and managing the system backup operations and tape rotations)
- (f) Procedures for the creation of an emergency repair disk for server emergency recovery
- (g) Procedures for maintenance via remote access.
- (h) COUNTY Setup for HART Proprietary Software
- (i) Vendor-Supplied Information on Third-Party Software and Hardware.

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Exhibit D – Acceptance Criteria Form

Exhibit D

Acceptance Criteria

San Mateo County, California

Business Process Analysis Acceptance Criteria Form

Prerequisite: Contract
Description: Verification of the A2 Integrated System to the COUNTY’s business processes.
Objective: The objective of the Business Process Analysis (BPA) is to influence COUNTY’s business process re-engineering by using HART’s experience with the A2 Integrated System to satisfy COUNTY’s business requirements

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY’s Initials</u>	<u>Date Accepted</u>
Interview COUNTY Subject Matter Expert (SME) and/or Customer completes Questionnaire	Review current image and index processes	BPA High Level Review Document	Document review		
HART A2 Software	HART to determine which modules COUNTY has procured	Statement of Work	Document review		
COUNTY existing workflow document and HART A2 Software	Perform comparisons and identify differences	Variance Report Analysis	Document review		
All project details including items listed above	Project managers and SME to create a Project Execution Plan including above outputs	Project Execution Plan	Document review		
BPA/Variance Report Analysis	Document change requests with mismatches in business process and application	Change requests created and projected date given for review	Document review		

Approved by (COUNTY’s name): _____ Date: _____ Signature: _____

Exhibit D – Acceptance Criteria Form

San Mateo County, California

Software Acceptance Criteria Form

Prerequisite: Business Process Analysis
Description: The Integrated System provides the software to meet the business processes documented in the BPA.
Objective: The objective of the Software Acceptance is to demonstrate to the COUNTY that the Software meets the COUNTY’s business processes as documented in the BPA and Variance. Testing for Software Acceptance is normally done on a subset of the Hardware, which is representative of the entire System.

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY's Initials</u>	<u>Date Accepted</u>
HART Proprietary Software review checklist.	Modify list for modules procured by the COUNTY.	Comprehensive list of features to be delivered in the Integrated System installation.	Document review.		
BPA Output.	Demonstrate Integrated System application meets the business processes from the BPA/Variance.	COUNTY initials the checklist for each of the features delivered	Demo.		
Issues.	List all issues to date, when created, issue severity, assigned to, projected closure date, and status	Comprehensive issue tracking list. All Severity 1 & 2 issues closed.	Document review.		
Mismatches in business process to Integrated System application.	Document change requests with mismatches in business process and application.	Change requests created and projected date given for review	Document review.		

Approved by (COUNTY’s name): _____ Date: _____ Signature: _____

County: _____

Exhibit D – Acceptance Criteria Form

San Mateo County, California

Training Acceptance Criteria Form

Prerequisite:

Software Acceptance.

Description:

Verification that COUNTY’s employees have received training adequate to operate the A2 Integrated System.

Objective:

The objective of the Training Acceptance is to acknowledge successful completion of training of COUNTY’s employees who will be performing tasks using the A2 Integrated System. Selected COUNTY employees will be trained on the use of HART A2 Software, Non-HART Sublicensed Software, and associated documentation.

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY’s Initials</u>	<u>Date Accepted</u>
Integrated System training manual.	Modify training manual for the modules to be installed for COUNTY.	Users manual and training documentation.	Document Review.		
Training Planner.	HART to take attendance in each class taught.	Attendance list for each of the classes taught.			
Training courses.	HART to teach each of the courses to COUNTY’s selected employees.	Certification of completion for each employee attending classes.	Document Review.		
Issues.	List all issues to date, when created, issue severity, assigned to, projected closure date, and status.	Comprehensive issue tracking list. All Severity 1 & 2 issues closed.	Document review.		

Approved by (COUNTY’s name): _____ Date: _____ Signature: _____

County: _____

Exhibit D – Acceptance Criteria Form

**San Mateo County, California
 “Go Live” Authorization
 Acceptance Criteria**

Prerequisite:

Training Acceptance

Description:

Verification that all Hardware is installed and the A2 Integrated System is authorized to be cutover to production.

Objective:

The objective of the Go Live Authorization is to receive authorization from COUNTY to use the Integrated System in production.

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY’S Initials</u>	<u>Date Accepted</u>
Remaining Uninstalled Hardware.	Install all remaining hardware.	All Hardware Installed.	Physical verification.		
Issue tracking report.	Test new installed Hardware with Integrated System.	All Hardware and Software operational.	No unresolved Severity 1 or 2 defects.		

Approved by (COUNTY’s name): _____ Date: _____ Signature: _____

County: _____

Exhibit D – Acceptance Criteria Form

San Mateo County, California

Phase I – Index and Image Conversion

Acceptance Criteria

Prerequisite: Contract.
Description: Verification that legacy index and image data is ready to convert to the Integrated System.
Objective: The objective of Phase I, Index and Image Conversion, is to complete the initial conversion of existing legacy and image data.

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY's Initials</u>	<u>Date Accepted</u>
Legacy indexes and images.	Identify samples of indexes and images to be verified.	List of conversion samples.	Document Review.		
HART Proprietary Software data elements.	COUNTY to review mapping of legacy data elements to HART Proprietary Software.	Data mapping tables.	Document Review.		
Indexes and images database (Db).	COUNTY to provide extracts of indexes and images to a file.	Hard file output of legacy data.	View file.		
Conversion error reports.	HART to provide conversion data integrity reports.	Documented Error Reports.	Document Review.		
Revised indexes and images extracts.	COUNTY to perform data cleansing and HART re-run (up to four (4) times) conversion data integrity error reports.	Documented Error Reports.	Document Review.		
Final cleansed extracts.	HART will run conversion program and verify samples online.	Documented verification of samples & Error Reports.	Document Review.		
Final Error Reports.	After COUNTY-performed data cleansing, COUNTY to verify errors that will be cleansed manually (by COUNTY) on HART Proprietary Software after conversion.	List of acceptable errors to allow conversion.	Document Review.		

Approved by (COUNTY's name): _____ Date: _____ Signature: _____

County: _____

Exhibit D – Acceptance Criteria Form

San Mateo County, California

Phase II – Index and Image Conversion

Acceptance Criteria

Prerequisite:

Phase I, Index and Image Conversion of Legacy Data.

Description:

Verification that all index and image data is migrated to the Integrated System.

Objective:

The objective of Phase II, Index and Image Conversion, is to address the remaining data to be converted into Integrated System (data loaded to the legacy system after the start of Phase I conversion until the cut-off of loading data to legacy system after the Go Live Authorization).

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY'S Initials</u>	<u>Date Accepted</u>
Data mapping tables from Phase I Final Extracts from Phase I.	Run conversion program and verify samples online.	Documented verification of samples.	View samples online.		
New extracts of indexes and images List of verification samples.	Run final data integrity error reports.	Error Reports Converted legacy data loaded in Integrated System.	Document Review.		

Approved by (COUNTY's name): _____ Date: _____ Signature: _____

County: _____

Exhibit D – Acceptance Criteria Form

Automated Indexing Go Live Authorization

Acceptance Criteria

Prerequisite:

County has provided HART with three to four months of document history (of the top ten document types identified by the county).

Description:

Verification that all Hardware and Software is installed and the Automated Indexing system is authorized to be cutover to production.

Objective:

The objective of the Go Live Authorization is to receive authorization from COUNTY to use the Automated Indexing system in production.

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY's Initials</u>	<u>Date Accepted</u>
Index and Image Data. List of top documents.	County has provided HART with three to four months of document history (of the top ten document types identified by the county). Checklist has been created to identify document information to assist in the creation of the Knowledge Base development. County has provided documentation on their indexing standards.	Knowledge Base.	View samples online/Document Review.		
Automated Indexing server. Automated Indexing application.	County uses the automated indexing enabled HART software in a simulated production environment (test) to verify that the software is functioning properly and the workflow process is acceptable to the County.	Server and software installed; tested in simulated environment.	Physical verification.		
Server and Software installed.	Train indexing and supervisors on application.	Training complete. Attendance list..	Document review.		
Training complete.	Move into production.	All Hardware and Software operational.	No unresolved Severity 1 or 2 defects.		

Approved by (COUNTY's name): _____ Date: _____ Signature: _____

County: _____

Exhibit D – Acceptance Criteria Form

eRecording Go Live Authorization
Acceptance Criteria

Prerequisite: The County Project Manager has viewed and tested the eRecording module on a test system and accepts the base functionality.
Description: Verification that all Hardware and Software is installed and the eRecording system is authorized to be cutover to production.
Objective: The purpose of the Go Live Authorization Form is for the COUNTY to authorize the deployment of the eRecording module into production.

Measurements

<u>Inputs</u>	<u>Process</u>	<u>Outputs</u>	<u>Verification Method</u>	<u>COUNTY's Initials</u>	<u>Date Accepted</u>
Software and Server (if applicable) installed	Train users on application.	Training complete. Attendance list.	Document review.		
Training complete	Move into production.	All Hardware (if applicable) and Software operational	No unresolved Severity 1 or 2 defects		

Approved by (COUNTY's name): _____ Date: _____ Signature: _____
 County: _____

Exhibit E – A2 Statement of Work and Project Plan

Exhibit E



A2 Statement of Work and Project Plan

1. **Project Summary**

Project: HART A2 Software Implementation for San Mateo County, California.

Project Site: County Clerk-Assessor-Recorder Offices
555 County Center, Redwood City, California 94063

County Contacts: Theresa Rabe, Deputy County Clerk and Recorder
Bruce Smith, PMP County Program Manager

Target Date of Implementation: March 5th, 2007

Scope: Business Process Analysis, Software Configuration & Implementation, Testing, Index and Image Conversion, Training, and On-Site Support

Technology: Hardware – HART will provide specifications for any new or additional hardware that will be needed.
Software – (see the following table for software licenses detail).
The specific software licenses to be delivered are listed in the table below. Deliverables outside the current A2 functionality may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to HART’s Change Management Process. Known software requirements are listed in the “*HART A2 Software Deliverables*” section of this document.

This *Statement of Work* outlines deliverables, assumptions, and a high-level scope of work. In response to the initial analysis phase of this project, a Business Process Analysis (BPA) and Project Execution Plan will be developed and delivered to the COUNTY. That Project Execution Plan will detail how the project will be run and include an agreed upon project schedule with actual tasks, durations and dates.

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Exhibit E – A2 Statement of Work and Project Plan

2. Project Overview

2.1 Software

Item	Description	Number of Users	Comments
A2 Application Software version 2.0 or greater.	<p>Modules include: Land Records, UCC, Military Discharge, Assumed Names, Marriage and Online Marriage (including Spanish Online Marriage), Birth and Death (Vitals), Map/Plat, Export, Automated Indexing, and eRecording*.</p> <p>Includes all core functions for recording/cashiering, scanning, indexing, reporting, and system administration.</p> <p>*eRecording does not include Attorney General's requirements.</p>	45 Concurrent User Licenses.	HART reserves the right to conduct site audits in order to ensure compliance with the concurrent license agreements.
Anthem Public Access version 2.0 or greater.	Web based search & retrieval for internal (Intranet) and external (Internet) users. Includes eCommerce	Unlimited Users.	Requires 2 Java Viewer Licenses (one per URL). One was purchased during beta so only one additional is needed as part of this project.
Database Software.	Microsoft SQL 2005 (or greater).	2 Dual Processor Licenses.	
ViewONE Web License (Java Viewer) version 3.0.98 or greater.	Image Viewer Software for Public Access.	2 licenses (one per URL).	<p>Required for A2 Public Access (Internet and Intranet)</p> <p>*One was purchased during beta so only one additional is needed as part of this project.</p>
Print Accelerator	Software for printing of images viewed on Public Access	2 licenses (one per URL).	Required for A2 Public Access (Internet and Intranet)
Lead Tools (latest version).	Image Viewer Software for A2 users.	45 Concurrent Licenses.	Required for each A2 COUNTY/server licensed user.
Crystal Reports (latest version).	Ad-hoc reporting tool.	1 License.	Professional Version; Release 11 or latest available.

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Exhibit E – A2 Statement of Work and Project Plan

3. **New Hardware**

NA – COUNTY will provide application hardware.

The following hardware will be purchased as part of this project:

Item	Description	Quantity	To be purchased by:	Comments
	No additional hardware is to be provided by HART for the Records Management project.			

(The rest of this page has been intentionally left blank.)

Exhibit E – A2 Statement of Work and Project Plan

4. Implementation Services

The following services will be provided for this project.

Description	Comments
Project Management Services.	HART Project and Support Manager will be assigned. Project Stakeholders are identified in this Statement of Work.
Business Process Analysis.	Analysis of existing and new workflow with recommendations on configuration and workflow.
Hardware Installation.	HART will assist with the installation of new hardware to be purchased for this project.
Software configuration, localization, quality assurance.	Provided by development and consulting groups
Data Conversion.	Index and images will be converted and made available in A2. HART will analyze cashiering data to determine the scope and cost of converting and migrating cashiering data to A2.
Training – maximum of two (2) weeks and one (1) parallel day, one (1) trainer.	On site, instructor led (Includes training manuals).
On Site Support – One trainer for a maximum of five (5) days. One consultant or customer support manager onsite for three (3), two (2) day visits during the first year after implementation. Schedule TBD and mutually agreed to by the county and HART.	On-site assistance, troubleshooting, support.
Documentation.	Standard HART documentation for user manuals, business process analysis, project management.
Periodic Product Review	Review of product development progress via an agreed to medium.

5. Project Implementation

5.1 Purpose Statement

The purpose of this project is to implement the HART A2 solution into the County’s office. This statement of work describes the project that HART InterCivic, Inc. is responsible for implementing. This document will highlight how the project will be managed, including detailed communication, risk, and scheduling plans.

The A2 software will replace the existing system and modify many processes, simplifying the workflow process. The A2 software implementation project will facilitate the installation of the most recent standard configuration of the software into the County’s process scheme. The software installation includes:

- (a) Detailed Analysis and Planning,
- (b) System Configuration,
- (c) Specialized Training,
- (d) Implementation, and
- (e) On-Site Support.

Exhibit E – A2 Statement of Work and Project Plan

5.2 Scope Statement

This project is responsible for the A2 software installation and on-site support. Specifically, this project entails:

- (a) The specification of necessary hardware,
- (b) Installation of hardware,
- (c) Configuration and installation of necessary software,
- (d) Conversion of County index data and images, as extracted and provided by County,
Note: HART will analyze cashiering data to determine the scope and cost of converting and migrating cashiering data to A2 during this project lifecycle. Inclusion of cashiering data conversion will require a COUNTY change request and will incur additional cost to the project.
- (e) Instruction/training of County staff, and
- (f) On-site support within the terms of the agreement

5.3 Assumptions and Constraints

- (a) Prior to beginning this project, the County will have had the opportunity to view a demonstration of the A2 software. All issues concerning outstanding functionality will be resolved prior to beginning this project, or will be addressed through the Change Management Process (as defined later in this document).
- (b) It is the County's responsibility to determine that the A2 system meets the county requirements. The A2 software will be accepted "as-is". A2 functionality described in this Statement of Work or related contract documents will be provided as part of this project. HART will provide COUNTY with periodic review .
- (c) Any new version releases of the software will be provided to the County at no additional charge, provided the County is current on their maintenance agreement with HART InterCivic.
- (d) The Business Process Analysis may reveal necessary changes in workflow, office set-up, or software functionality that could affect the hardware required, project timeline, or standard A2 functionality. Changes in software and hardware will be subject to the Change Management Process and appropriate pricing/scheduling as mutually agreed to between County and HART in the final approved BPA.
- (e) HART will convert data from the existing system "as is." County shall review the converted data and HART's sole obligation for conversion shall be to correct any errors caused by conversion of the data by HART, as detected by the County. HART shall not be obligated to correct errors inherent in the data. Data cleansing is not included in HART's scope for this project.
- (f) Any disputes in functionality prior to the data conversion will be subject to change control procedures and could delay the project. All differences will be reconciled in writing before the "live day" is rescheduled.
- (g) All documentation provided by HART InterCivic is provided "as-is".
- (h) The County will provide a secure connection for remote access to facilitate HART's support of the system.
- (i) The County is responsible for providing and maintaining an environment which meets manufacturer recommendations for computer and network systems, all wiring

Exhibit E – A2 Statement of Work and Project Plan

required for hardware as well as the protection of wiring from any damage. This includes environments for test, training, and production support.

- (j) HART recommends running all imaging and database servers on dedicated switched 100mbs Ethernet connections to the desktop.
- (k) County may wish to obtain any needed training on Crystal Reports for the creation of ad-hoc reports. HART training does not include training for this component. HART will provide database schema documentation so the County may use it in developing reports.
- (l) HART onsite technical support of future hardware technology refreshes for the County have not been included in the scope of this project. Technology refreshes include future hardware upgrades or replacement of existing equipment.
- (m) HART recommends the County purchase Advanced Security Software to install on all of the public access machines, which enables an efficient method to lock them down. HART can provide pricing for this software if desired by the County. If this is not an option the County wishes to pursue, then it is assumed that the County will accept responsibility for locking down public workstations according to SMC security policies.
- (n) Periodic review of product development progress.

5.4 Stakeholders

County Project Sponsor – Warren Slocum, Chief Elections Officer & Assessor / County Clerk / Recorder

The Project Sponsor is the individual that provides the authority necessary to implement the project and ensures success.

Responsibilities include:

- (a) Facilitates issue resolution and change management
- (b) Final decision making authority of COUNTY issues
- (c) Resolves COUNTY issues

County Project Manager – Theresa Rabe, Deputy County Clerk Recorder

The County Project Manager will act as the liaison between the COUNTY and HART for the Records Management Project.

Responsibilities include:

- (a) Reviews milestone acceptance criteria and acknowledges completion
- (b) Facilitate access to key COUNTY application and technical support personnel
- (c) Coordinates and oversees COUNTY responsibilities
- (d) Assigns COUNTY personnel to project tasks that are the COUNTY's responsibility

County Technical Subject Matter Expert – Bo Hammil, Information Technology Manager

The County Technical Subject Matter Expert will act as the technical expert for the County IT department, working with the County Project Manager for approval and direction.

Exhibit E – A2 Statement of Work and Project Plan

Responsibilities include:

- (a) Execution of COUNTY technical tasks
- (b) Oversee all technical environment issues (network, connectivity, power, etc.)
- (c) Preparing site prior to software installation
- (d) Provide technical support to COUNTY users

HART Project & Support Manager – Chance Campbell, HART InterCivic, Inc.

The HART Project Manager will act as the liaison between the COUNTY and HART InterCivic, as well as direct project team members.

Responsibilities include:

- (a) Monitor project execution against the baseline project plan
- (b) Report project status including schedule, risks, and issues
- (c) Manage change control, risk, and issues
- (d) Maintain staffing plan and project timeline
- (e) Develop and maintain project plans consisting of scope, schedule, cost, communication and risk
- (f) Coordinate and direct day-to-day activities as well as monitor project execution against the baseline project plan.

HART Project Sponsors – Scott Flom & Judy Peikert, HART InterCivic, Inc.

The HART Project Sponsor will act as the point of escalation and monitor overall progress of HART project objectives.

5.5 HART Implementation Team

HART Product Manager – Kay Kennemer

Responsibilities include providing guidance of Professional Services Consultants in creation of business analysis documents.

HART Consultant(s)

The Consultant responsibilities include business analysis, training, and on-site support.

HART System Engineer(s)

Responsibilities include consultation and/or configuration of the servers, workstations and peripherals.

HART Development Specialist(s)

Responsibilities include configuration, testing and installation of the software as well as conversion of data.

5.6 Implementation Deliverables

Deliverables refer to what a project is to produce. With this HART A2 implementation project, the deliverables fall into several categories: Hardware Deliverables, Software Deliverables, HART A2 Deliverables, Training

Exhibit E – A2 Statement of Work and Project Plan

Deliverables, Data/Image Conversion Deliverables, Documentation Deliverables, and Project Management Deliverables.

HART Hardware and Software Deliverables

Hardware and Software deliverables are listed at the beginning of this document.

HART A2 Software Deliverables

COUNTY will receive the standard California HART A2 software configured for San Mateo County. Deliverables outside the current functionality of the standard A2 suite or proposal may be subject to additional development and configuration costs. Both HART and the COUNTY will mutually agree upon deliverables, adhering to the Change Management Process.

Based on findings from the previous on-site visits, the following additional requirements have been identified and included in the price and scope of this contract. For further information, please see the HART Business Process Analysis document, which updates and will supersede the following list;

1. Integration with File.NET
2. Data Integration with EZAccess system (pass data daily)
3. Automatic scheduling of exports of recording data to Assessor (including PCOR information)
4. Permissions for COUNTY employees on the Intranet to view recorded documents and associated PCOR documents, while preventing the public from viewing the same documents on the intranet/internet
5. Ability to pass export file automatically to the Controller for refunds
6. Provide recording data via APN to GIS application
7. Online FBN and Marriage modifications
8. FTB Lien/Release eRecording
9. Title company batches printing title company name on recording label
10. Conformed copy label
11. Upload of Vital Records from Public Health
12. Renewal letters for FBNs
13. Combined legal descriptions
14. 20-Day Notice data captures
15. Building Contracts
16. Coroner's Report
17. Environmental Impact Report
18. Professional Registrations
19. Public Access
20. Notary (basic indexing and retrieval)

There are additional projects that HART is interested pursuing through further analysis and discussion with the COUNTY. Not included in this pricing at this time are the following items that will require additional analysis for future implementation:

21. Common Public Access User Interface – Provide certain **“Look and Feel”** changes to match current User Interface (color scheme changes, display for

Exhibit E – A2 Statement of Work and Project Plan

each common search type, for example.) Note: this will require analysis to determine scope of modifications.

22. Disclosure Documents Application

1. 23. California eRecording Module – Define requirements from the Attorney General’s Office

24. Provide a Multi-County eRecording Infrastructure - Centralized Model – SMC Host Services for Other CA Counties. [Note: Digitized would be required to use Level 1 standards or higher.]

Training Deliverables

All user training will include a combination of instructor lecture, hands-on instruction, and practice using the requisite system hardware and applications. Each user will receive an overview of how to navigate within the appropriate software operating system and attend specially tailored sessions on the use of the HART A2 product. Finally, each user will conduct a thorough hands-on training exercise including all system functions operating together.

HART will work with the COUNTY to identify appropriate target audiences for training, confirm location of the training facility, create a training schedule and confirm attendance.

Conversion Deliverables

It is HART InterCivic’s recommendation that all available historical index data be converted prior to going “live” with the new system. Going live with all historical data reduces the dependence on the existing system, and boosts confidence in the new system. Generally, HART InterCivic processes the data in two phases: Historical data (up to a defined cut-off point from the previous system) will be extracted by the COUNTY and converted by HART earlier in the project for the COUNTY to review. The weekend prior to “Live Day” (that will fall on a Monday), HART staff will process the data that was collected during the interim period between the beginning of the project and the “Live Day” weekend. By following this plan HART will ensure that all index data (and image data, if applicable) will be available to the COUNTY on the scheduled live date.

After HART converts the first phase of historical data a mapping document will be provided to the COUNTY showing HART’s best assessment of how the SMC legacy data fields will display in A2’s fields. The document also shows any anomalies that are encountered during first phase conversion. The COUNTY will review, comment and offer any corrections to this mapping document, which becomes the basis for the rest of the conversion deliverables.

Documentation Deliverables

Standard project documentation will be delivered on a CD-ROM disc and hard copy format during the on-site support phase. Items include documentation materials such as the end user, system administration user, technical reference manuals from third party vendors, and project documentation.

Exhibit E – A2 Statement of Work and Project Plan

Project Management Deliverables

- (a) Final Statement of Work including a detailed project schedule – This document will detail how the project will be managed. It will include detailed communication plans, roles and responsibilities, risk mitigation plans, and change management process.
- (b) Meeting minutes, status reports
- (c) Change requests
- (d) Risk management, issue Log
- (e) Updated project plans

5.7 Project Control Processes and Project Management Procedures

Communications Plan

In order to keep COUNTY, HART Project Managers, and the Project Team informed on the progress of the project, a communication plan will be created. The Communication plan specifies:

- (a) When the various meetings take place
- (b) What information the weekly status reports will contain
- (c) Where project documents, deliverables and files are stored

Project Status Meetings

The COUNTY and HART Project Managers will meet regularly to update the project's progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions and ensure the success of the project. Project Team members will also meet as required.

Location of Project Documents, Deliverables and Files

Hard and soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the HART Project Manager electronically and in project binders and made available to the COUNTY through an agreed to electronic format or via remote access on a schedule mutually agreed to by the COUNTY and HART.

Issue Tracking and Resolution Procedures

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue Tracking Strategy

- (a) All HART issues will be logged and maintained by the HART Project Manager.
- (b) All program issues will be logged and maintained by the COUNTY and HART Project Manager.
- (c) Any issues identified by any member of the COUNTY Staff or the HART Project Team will be reported to the County Project Manager.

Exhibit E – A2 Statement of Work and Project Plan

- (d) The Issues Log (using HART’s Team Track web based tracking system) will be made available to each stakeholder upon request.

Issue Resolution

The HART Project Manager and County Project Manager will assign necessary resources to resolve issues on the HART Issues Log and report on their progress in each status meeting.

5.8 Project Schedule

Implementation is currently planned for March 5th, 2007. A final project schedule will be delivered to the COUNTY after sign off of the BPA/Variance documents. SMC wants one phase only and earlier date.

Change Management Process

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations/goals such as budgets, estimates, and schedules.

A “change of scope” is defined to be a change to any of the following:

- (a) Hardware configuration affecting the performance or capacity of the System
- (b) Third Party software configuration affecting the performance or capacity of the System
- (c) A change in the software or hardware configuration
- (d) A change in the form or functionality of the HART Application Software that deviates from the mutually agreed upon Final Software Requirements
- (e) Any other change that could effect the project schedule or budget

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented in HART’s Team Track Change Management System. COUNTY or HART can initiate these change requests. The party shall identify the nature of the proposed change and reasons for the proposed change.

HART shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria and implementation date of the project. The results of HART’s evaluation shall be added to and become part of the Change Request. If HART’s evaluation of the request is positive, HART will propose a specific implementation, and specify any additional time and cost necessary for the implementation of the scope change. If HART’s evaluation is negative, HART will provide their rationale for not recommending the change.

HART will work jointly with the COUNTY to determine mutual interest in pursuing the Request for Change (COUNTY may accept or reject proposed solution). Should mutual agreement be reached, HART shall submit feedback to COUNTY including impact to timing and cost of implementation and maintenance.

Risk Contingency Outline

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that

Exhibit E – A2 Statement of Work and Project Plan

may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, we can minimize the impact to the project if one of these issues occurs.

Outlined Risks

The project execution plan will provide a description of the potential risks associated with this project as well as suggested mitigation. The HART Project Manager will work with the County Project Manager to detail specific known risks as a deliverable during the analysis phase. Risks may include those pertaining to environment, resources, and performance, among others. Execution of the suggested mitigation would require approval by the County Project Manager and the HART Project Manager and may increase the cost of the project and/or require additional time.

(The rest of this page has been intentionally left blank.)

Exhibit F

COUNTY Service Request Form

COUNTY SERVICE REQUEST FORM

(FAX # 800-396-4278)

(HELP DESK # 800-750-4278)

LOCATION: _____ (COUNTY) REGISTER OF DEEDS

DATE: _____ TIME: _____ [A.M./P.M.]

NAME OF USER/DEPT. HAVING THE PROBLEM:

PHONE NUMBER: _____

SEVERITY _____

PRIORITY (i.e. ASAP, HIGH, ROUTINE, FYI): _____

If Software – Check one of the following:

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> DOCUMENT RECEPTION | <input type="checkbox"/> SCANNING | <input type="checkbox"/> ENHANCEMENT |
| <input type="checkbox"/> INDEXING | <input type="checkbox"/> CODE MAINT/FEE SETUP | <input type="checkbox"/> |
| <input type="checkbox"/> REPORTS | <input type="checkbox"/> UCC | <input type="checkbox"/> |
| <input type="checkbox"/> MARRIAGE | <input type="checkbox"/> PUBLIC | <input type="checkbox"/> |
| <input type="checkbox"/> SYSTEM ADM. | <input type="checkbox"/> OTHER | <input type="checkbox"/> |

If Hardware – Check one of the following:

- | | | |
|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> HP LASER PRINTER | <input type="checkbox"/> SCANNER | <input type="checkbox"/> MONITOR |
| <input type="checkbox"/> LABEL PRINTER | <input type="checkbox"/> PC | <input type="checkbox"/> SERVER |
| <input type="checkbox"/> RECEIPT PRINTER | <input type="checkbox"/> CASH DRAWER | <input type="checkbox"/> |
| <input type="checkbox"/> OTHER (specify) | | |

SPECIFIC DESCRIPTION OF THE REQUEST: (Be sure to list Doc #s, Error Messages, or ANY important information related to the problem.)

Resolution: (i.e. who was contacted, situation was resolved in what way, etc.)

Exhibit G

Change Request Form

CHANGE REQUEST FORM

Part 1 – Request

(Check one)

- Initial Project Requirement
- Project Scope Change
- Post-Acceptance Enhancement

Project Name:

Product / Release / Version:

Request Number:

Received Date:

Request Originator: Name:

Phone:

Title / Role:

Email:

Solution area / module / component:

Requirement Severity:

Requirement Priority:

Request Abstract or Title:

Request description: (Objective to be satisfied or issue to be resolved. Please attach any relevant examples.)

Justification: (What is the significance of this request? What are the benefits?)

OPTIONAL Solution Proposal (Used to clarify issue description)

Implementation Acceptance Criteria: (What will you use as your acceptance criteria if this change of scope is implemented?)

Part 2 – Response

Response: (One of the following. Also shown as status once decision is made)

- Proposal created.
- Implementation not proposed (Cost) = The cost of implementing this request would far exceed the value to be added to the solution
- Implementation not proposed (Conflict) = The implementation would conflict with current or future functions or objectives of the solution
- Implementation not proposed (Domain) = The issue to be addressed, and/or the implementation for this request is outside the domain of this solution.

Description of the proposed solution: (Detailed implementation proposal attached)

Estimated cost to modify the solution: (HW/SW infrastructure, solution documentation, training materials, training, and support requirements)

Estimated schedule impact to accommodate the solution:

HART response approval:

Signature:

Title:

Phone:

Comments:

COUNTY acceptance of change to project scope, schedule, and cost:

Signature:

Title:

Phone:

Purchase order/invoice number for the revised project scope:

Comments:

Exhibit H

Statement of Work for Professional Services



1. Introduction

This Statement of Work (SOW) is an Exhibit to the Professional Services Agreement (PSA) between HART InterCivic (HART) and San Mateo COUNTY (COUNTY). The project described herein will be conducted according to the terms and conditions described in the Master Agreement and the PSA between the Parties.

2. Project Description

This professional services engagement will address the initial phase of an effort to scope and define the design requirements an integrated system consistent with the stated vision and objectives of the COUNTY CARE office – resulting in greater efficiencies, comprehensive data sharing, and consolidation of common functions. This project will result in a plan for the design, development, implementation and cost of technology to support the COUNTY objectives. HART will work closely with COUNTY personnel and other COUNTY vendors to solicit input on functional and technical requirements. Should the COUNTY choose to proceed with the implementation of a fully integrated technical infrastructure, the deliverables from this engagement will serve as critical inputs to that process. This engagement will be conducted concurrently with other HART projects for implementation of discrete products and applications within the CARE offices. As such, the COUNTY and HART Program Managers will collectively handle coordination among these efforts.

3. Overview of COUNTY CARE Vision: Development of the Project Definition

To support a vision for the future, the Assessor-County Clerk-Recorder Election's Office (CARE) is moving forward with the implementation of new core software systems that include Assessor, Recorder, Election and Voter Registration applications. The primary motivation for the implementation of these new core systems is to take advantage of the greater opportunity to architect a system wide solution that integrates the new software applications to operate cooperatively together, creating a unified solution for the CARE environment. Additional software utilities, modules or applications are required to implement the system wide solution. The following encapsulates the scope of the effort required to achieve CARE's operational vision:

“Automate and optimize the business process transactions and information flow through and between CARE’s business units utilizing a central imaging function, electronic document management, electronic data exchange and GIS tools to create an integrated work environment.”

- 3.1 CARE -- the Future of Records are Electronic for the Enterprise (FREE)
CARE's vision for the next generation functional organization involves integration of the core software applications for interactive data sharing of electronic information. Applying new tools to this integrated environment

Exhibit H – Statement of Work for Professional Services

produces additional efficiencies. The ultimate goal is to reduce operating costs, increase productivity, improve the work environment through worker well being, and create a more customer friendly service delivery for the public and internal COUNTY customers. Attaining this next generation functional organization requires focused efforts in several specific areas that will drive the vision to reality, creating the Future of Records are Electronic for the Enterprise (CARE-FREE) organization.

The effort to implement CARE-FREE is governed by the operational vision statement stated above, the present state of the business process environment and is enabled by the installation of new core software applications. The first step in achieving the CARE-FREE environment is defining the effort, architecting the solution and estimating the cost, schedule and resources required. The project development will focus on five principal areas:

- (a) Implementation of centralized imaging and data capturing function,
- (b) Identification of index and verification information supplied by incoming information,
- (c) Business process analysis and CARE business unit information needs,
- (d) Definition of business process workflows required to distribute and process information,
- (e) Integration of GIS information and processing into the indexing, verification and workflow processes to optimize the business transactions.

3.2 Central Imaging

A centralized imaging function creates a single entry point for incoming (paper) information to CARE, allowing for efficient resource staffing and a common launching point for information workflows. The imaging function itself may employ the following technologies to initiate the electronic flow of information and support the desired level of automation:

- (a) Document imaging
- (b) Barcode processing
- (c) Optical Character Recognition (OCR)
- (d) Intelligent Character Recognition (ICR)
- (e) Intelligent Document Recognition (IDR)

Implementing these technologies will yield the highest percentage of automated processing of documents and minimize operator input. Key to the success of automated document processing is the definition and characterization of the incoming information.

3.3 Identification of index and verification information

CARE receives over 365 different documents for processing, each document containing information necessary to process and in some cases, drive other transaction-based events. Not all documents lend themselves to automated processes so the documents will be prioritized based on volume and processing requirements to identify the greatest increase in efficiencies and reduction of workload. From this prioritized subset, the information contained in the document that is required to process a document will be identified to define a

Exhibit H – Statement of Work for Professional Services

document type. This is the information that will be extracted by the central imaging system for delivery to CARE business units.

By taking advantage of the CARE-FREE environment, the prioritized documents will also be analyzed to determine if any information resident in CARE's core software databases is relevant to verify, validate or further enhance the extracted information. The core software databases can be queried, as part of the index process, to pre-populate data fields based on a primary indexes (e.g. address, SSN, etc.), validate data populated by the OCR function or entered by the operator. This 'enriched index' will be added to the information set for the document and become a component of the information for use during further processing.

3.4 Business process analysis

Analyzing business processes used for CARE's primary responsibilities with respect to the CARE-FREE solution will highlight and drive recommended changes to process information. An example of this analysis is the instance of a new address being created within the COUNTY. This has a variety of impacts for the different business units and the analysis will show the individual business unit responsibilities, required actions and the relationships between them. The result of the analysis is a recommended business process that optimizes CARE's work efforts.

A component of this effort will include an analysis of the information requirements of the core software applications and identifying identical data elements within each application. By mapping the conditions under which an identical data element is added or updated within an application, a change to the data in one application can drive the change to be reflected in the other applications. The mapping will also indicate whether any notifications or other data updates are required as a result of the change. Mapping of the business processes are used to define workflows that are to be supported by the CARE-FREE solution.

3.5 Workflows

New workflows are based on adoption of the recommended revision or creation of business process arrived at through analysis. The new workflows take full advantage of the CARE-FREE architecture providing interactive data sharing to eliminate redundant efforts by CARE staff members. This will also improve data quality, as information will be able to be verified or validated in a real-time manner at the time of the transaction.

Inter-business unit workflows will be managed by a workflow manager application and will most likely utilize the capability of the resident FileNet software. Workflow designs specify the implementation requirements of the business process analysis and provide a level of detail that will allow technical resources to write or revise the necessary software code.

Exhibit H – Statement of Work for Professional Services

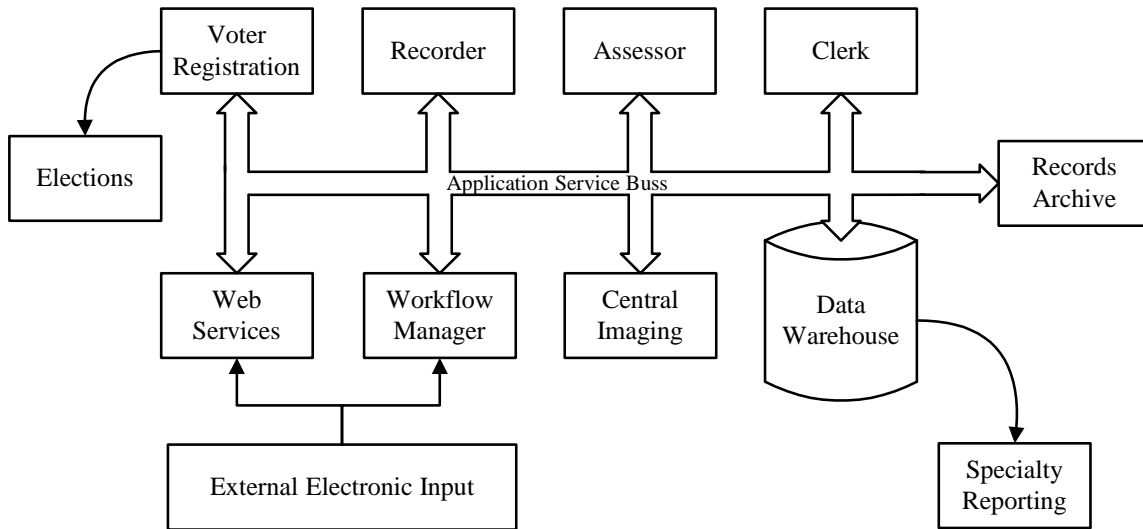
3.6 GIS integration

The business process analysis will highlight where efficiencies and accuracies can be improved by the addition, verification or filtering of incoming information using spatial data. The analysis will also show when updates to the spatial data are required. One example of the use of GIS data is to prioritize incoming property information by property type using zoning information to aid in the scheduling of both secured and unsecured property assessments. This will help manage assessor resources to focus on assessments that have the greatest revenue potential for the COUNTY.

A result of the analysis is likely to identify new or enhanced layers for the GIS system that are managed internally by CARE. Implementation of the CARE-FREE solution creates greater uniformity of data sets within CARE and the availability of this information promotes population of GIS layers with more detailed attribute data.

3.7 Solution Architecture

These principal areas of focus are implemented within an architectural environment shown below.



The diagram shows the core software applications for the recorder, assessor, voter registration and the central imaging application. With the implementation of HART’s eRegistry solution for voter registration, HART’s election solution communicates directly with eRegistry. There may be additional data flow to the election solution that is identified through the business process analysis such as death certificates from the Clerk.

The additional logical blocks include:

- (a) Web services – interface and management of intra-COUNTY data flows, including enterprise-wide GIS,
- (b) Workflow manager – management of data flows between CARE business units,

Exhibit H – Statement of Work for Professional Services

- (c) Clerk/Recorder – the highest priority information flows will be supported through a combination of the new recorder application, workflows and central imaging outputs,
- (d) Data warehouse – a repository for data used for large transactions or reports as determined by the business process analysis,
- (e) Records archive – historically a storage and retrieval function, its relationship within the CARE-FREE solution is to be determined.
- (f) Electronic input – the growth of electronic input requires definition of the information entry point into the CARE-FREE solution is required and is shown as a conceptual block.

4. Project Scope

This project will be conducted during the 3rd & 4th quarters of 2006 and through the 1st quarter of 2007, with anticipated deliverables in the October 2006 through March 2007 timeframe. It will involve several site visits by HART personnel to walk through the COUNTY departments, meet with COUNTY management, interview COUNTY employees, observe existing workflow, gather pertinent documents/reports, understand data sharing requirements and opportunities, define functional and technical requirements, and receive feedback on working drafts. Project deliverables will consist of an architectural design for an integrated system and a suggested plan (with cost estimates) for the subsequent project phases to implement the system.

5. On Site Visits

- (a) HART personnel will visit the COUNTY location 4-6 times in 2006, during COUNTY's normal business hours.
- (b) HART representatives may vary for each visit, but over the course of the engagement will include a Program Manager, a Consultant or Senior Consultant, software engineering staff, and a senior technology strategist.
- (c) Each site visit is anticipated to span 2-3 days in duration.
- (d) COUNTY representatives will include CARE management, COUNTY Program Manager, departmental managers and staff, IT management and staff, and vendors of other relevant CARE technology (e.g., EasyAccess / Hamer, Farallon Geographics, FileNet/RS Computer Assoc., etc.). COUNTY personnel will be asked to explain the vision and objectives, describe current processes and inefficiencies, provide reports and documentation, and participate in needed discussions.

6. Definition of Functional and Technical Requirements

- (a) HART personnel will work with COUNTY representatives to gain an understanding of the existing CARE technical architecture and to define the architectural requirements going forward. This will include an understanding of the COUNTY's existing use of GIS and FileNet (and any other foundational systems).
- (b) HART will work with the COUNTY to define integration points across departments and applications, so that technical integration requirements can be clearly defined.
- (c) HART will facilitate cross-departmental teams in the definition of functional requirements for an integrated system that supports the CARE vision. This will include the identification of data and document sharing opportunities across functional areas.

7. Analysis and Preparation of Documentation

- (a) HART personnel will review all observations and findings and prepare requirements documentation.
- (b) HART will schedule periodic teleconferences to follow-up on certain functional or technical issues, and to clarify requirements, as necessary.

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- (c) HART will produce an architectural design document and review a draft with CARE management.
- (d) HART will modify the design document, as necessary, and deliver a final version to the COUNTY.
- (e) HART will estimate the effort and resources required to conduct subsequent project phases for the eventual implementation of an integrated system. A suggested project plan will also be delivered to the COUNTY.

8. Deliverables

This Section describes the deliverables for this engagement. Upon completion of the documents outlined below, HART will conduct an on-site review of the system requirements and suggested plan.

8.1 Conceptual Plan

At the outset of this engagement, HART will review any existing documents and plans that the COUNTY has related to vision and objectives for an integrated system. HART will meet with the COUNTY to discuss the work completed to-date, and will draft a revised conceptual plan that provides a statement of vision and direction that will guide all subsequent project work. This conceptual plan and statement of vision and direction will be presented to the CARE management team and the various CARE vendors for discussion and comment. Once adopted by CARE, this will form the basis for the Solutions Requirements and will guide the development of the individual systems.

8.2 Solution Requirements Document for an Integrated CARE System

This is a set of requirements documents that, collectively, will serve as the core deliverable for this phase of the project, as it will describe what HART and the COUNTY are going to do to achieve the COUNTY's vision for streamlined operations, comprehensive data sharing, and significantly reduced paper-based processing. This deliverable document set includes the following components:

- (a) Business requirements for an integrated system
- (b) Definition of a recommended technical architecture, including data storage and transmission to support multiple departments
- (c) Identification of applications and tools necessary to develop and implement an integrated system
- (d) Definition of workflows to be implemented
- (e) List of highest priority incoming documents for initial automation implementation and their respective index data

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8.3 **Project Plan**

HART will define the recommended subsequent project phases to design and implement the integrated system. This plan will consist of:

- (a) Definition of phases and actions required
- (b) A suggested project timeline
- (c) Resource requirements
- (d) Key assumptions (e.g., technical architecture needs, list and status of foundational systems, etc.)
- (e) Cost estimate for each of the phases

9. **Assumptions and Dependencies**

Below are a list of assumptions and dependencies related to this engagement. The COUNTY should confirm that the following statements are accurate and valid. Any changes in the below assumptions could affect the scope of work, schedule or budgeted hours of effort:

- (a) Work already completed by the CARE staff and its consultants can be leveraged and modified in the creation of an updated Conceptual Plan for this project
- (b) The COUNTY assures appropriate participation and contributions of all functions involved (including management and staff from the Clerk-Recorder's Division, the Assessor's Division, the Elections Division, and the Information Technology Division)
- (c) CARE Management fully supports and places a high priority on this effort
- (d) The COUNTY will facilitate access to other COUNTY vendors (e.g., EasyAccess / Hamer, Farallon Geographics, FileNet/RS Computer Assoc., etc.), as necessary, to ensure that all relevant input is received and considered
- (e) HART will have ready access to COUNTY staff, as appropriate
- (f) HART will have access to COUNTY systems, as appropriate

10. **HART Roles and Responsibilities**

- (a) Provide a Program Manager and technical primary point of contact.
- (b) Review all existing material provided by the COUNTY.
- (c) Conduct on site visits.
- (d) Provide technical guidance and expertise in defining technical architecture and requirements.
- (e) Produce design documentation and project plan, as outlined under Deliverables section.
- (f) Present vision and design to relevant parties for discussion and adoption
- (g) Schedule meetings and conference calls, as appropriate.
- (h) HART will invoice COUNTY for fees due upon completion of the Acceptance Criteria (see attached), when HART has provided COUNTY with the deliverables described under such Acceptance Criteria.

11. **COUNTY Roles and Responsibilities**

- (a) Provide workspace, system access, and network access for on-site documentation, meetings, and review efforts.
- (b) Make personnel available, on schedule, for calls, meetings, and reviews.
- (c) Facilitate meetings with other COUNTY contractors/vendors.
- (d) Work closely with HART on a daily basis and provide timely feedback on ideas and document drafts.
- (e) Provide requested documentation and other information to HART in a timely manner.
- (f) Provide input (such as known constraints) into the development of a project plan.
- (g) Review all deliverables, provide timely feedback for revisions, and accept final documents.

Exhibit H – Statement of Work for Professional Services

12. **Pricing**

For the scope of services described in this document, HART will invoice the COUNTY (\$180,000.00 US) One Hundred and Eighty Thousand Dollars. HART will issue three (3) invoices over the course of the project. HART invoices are due within thirty (30) days of receipt. Payment will be by deliverable, as noted in the acceptance criteria.

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ACCEPTANCE CRITERIA

CARE Vision Requirements – Acceptance Criteria #1

1. **Purpose**

The purpose of the CARE Vision Requirements acceptance form is to acknowledge that the work related to this professional services engagement has been completed and delivered to the COUNTY.

2. **Measurement**

The completed deliverables (see Outputs below) have been presented and delivered to COUNTY CARE management.

3. **Outputs**

Revised conceptual plan and statement of CARE vision

I, the undersigned, understand that under the conditions of the Statement of Work, by signing this acceptance criteria, the COUNTY will be billed Thirty-thousand Dollars US (\$30,000.00 US) for HART's professional engineering and consulting services in developing the CARE vision statement and revised conceptual plan.

Signature:

Warren Slocum, County Clerk, Assessor, Recorder, Elections Official
San Mateo County, California

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ACCEPTANCE CRITERIA

CARE Vision Requirements – Acceptance Criteria #2

1. **Purpose**

The purpose of the CARE Vision Requirements acceptance form is to acknowledge that the work related to this professional services engagement has been completed and delivered to the COUNTY.

2. **Measurement**

The completed deliverables (see Outputs below) have been presented and delivered to COUNTY CARE management.

3. **Outputs**

Solution Requirements document set for an integrated system

I, the undersigned, understand that under the conditions of the Statement of Work by signing this acceptance criteria, the COUNTY will be billed Ninety-thousand Dollars US (\$90,000.00 US) for HART's professional engineering and consulting services in developing the Solution Requirements document set for an integrated system.

Signature:

Warren Slocum, County Clerk, Assessor, Recorder, Elections Official
San Mateo County, California

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ACCEPTANCE CRITERIA

CARE Vision Requirements – Acceptance Criteria #3

1. **Purpose**

The purpose of the CARE Vision Requirements acceptance form is to acknowledge that the work related to this professional services engagement has been completed and delivered to the COUNTY.

2. **Measurement**

The completed deliverables (see Outputs below) have been presented and delivered to COUNTY CARE management.

3. **Outputs**

Project Plan (including timeline and cost estimates) for system design and implementation

I, the undersigned, understand that under the conditions of the Statement of Work by signing this acceptance criteria, the COUNTY will be billed Sixty-thousand Dollars US (\$60,000.00 US) for HART's professional engineering and consulting services in developing the Project Plan (including timeline and cost estimates) for system design and implementation.

Signature:

Warren Slocum, County Clerk, Assessor, Recorder, Elections Official
San Mateo County, California

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Exhibit I

Resources and Billing Rates

The following is a list of HART resources and the billing rates for those resources. HART's standard billing rates for its resources may be increased annually. HART reserves the right to adjust the type and number of available resources and the price per hour.

Consultant/Analyst	\$187.50/per hour
Installation Technicians	\$187.50/per hour
Project Manager	\$187.50/per hour
Software Engineer	\$250.00/per hour
Trainer	\$187.50/per hour

The above rates are fixed through June 1, 2007.

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COUNTY OF SAN MATEO, CALIFORNIA
Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: Hart InterCivic, Inc.
Contact Person: Ted Simmonds
Address: 15500 Wells Port Drive
Austin, Texas 78728
Phone Number: 512-252-6400 Fax Number: 512-252-6466

II. Employees

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


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 30th day of June, 2006, at Austin, Texas.
(City) (State)



Signature

Ted Simmonds

Name (Please Print)

Senior Vice President/COO

Title

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/06

PRODUCER USI Southwest, Inc. Austin /CL 8900 Shoal Creek, Suite 400 Austin, TX 78757-6853 512 451-7555	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.	
	INSURED Hart InterCivic, Inc. 15500 Wells Port Drive Austin, TX 78728	INSURERS AFFORDING COVERAGE
	INSURER A: Great Northern Insurance Company	9999
	INSURER B: Texas Pacific Indemnity Company	9999
	INSURER C: Federal Insurance Company	9999
	INSURER D: American Int'l Specialty Lines Ins C	9999
	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 ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	35754146DAL	08/01/05	08/01/06	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$Included
	<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	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	73501626	08/01/05	08/01/06	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 AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY	79219771	08/01/05	08/01/06	EACH OCCURRENCE	\$15,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$15,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$0					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71708257	08/01/05	08/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$500,000
					E.L. DISEASE - POLICY LIMIT	\$500,000
D	OTHER E&O	4937660	09/07/05	09/07/06	\$4,000,000 Each Occurrence & Aggregate	

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

** Supplemental Name **

Hart InterCivic, Inc.
 Hart Forms & Services, Inc.
 Hart Information Services
 (See Attached Descriptions)

CERTIFICATE HOLDER

County of San Mateo,
 Elections Office,
 Attn: David Tom
 40 Tower Rd.
 San Mateo, CA 94402

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Hart Election Services
Synegraph Corporation
Texas County Printing
World Wide Election Systems, Inc.
Metro Graphic Press

County of San Mateo is Additional Insured with respect to the following policies: General Liability and Automobile

Waiver of Subrogation is issued in favor of the Certificate Holder with respect to the following policies: General Liability, Automobile and Workers Compensation.

General Liability is Primary.

CONTRACT INSURANCE APPROVAL

DATE: July 10, 2006

TO: Steve Rossi FAX: 363-4864 PONY: EPS 163

FROM: Theresa Rabe

PHONE: x1895 FAX: x1903 PONY: ARC130

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

CONTRACTOR NAME: Hart Intercon

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

yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

+ 100

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Maintenance of Clerk-Recorder software application

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	<u>1mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	<u>1mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	<u>1mil</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	<u>statutory</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Jamittel 7/10/06
Risk Management Signature Date