

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WRIGHT INFORMATION TECHNOLOGY SERVICES, LLC, FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this _____ day of _____, 20__, by and between the COUNTY OF SAN MATEO, (hereinafter called "County,") and WRIGHT INFORMATION TECHNOLOGY SERVICES, LLC, (hereinafter called "Contractor");

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 Contractor be retained for the purpose of providing professional program management services to the Department of the Assessor-County Clerk-Recorder (hereinafter called "CARE");

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

1. Exhibits and Attachments. The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment 1—Contractor’s Declaration Form
- Attachment 2—Evidence of Insurance

2. Services to be Performed by Contractor. In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit “A.”

3. Payments. In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed seven hundred seventeen thousand, six hundred dollars [\$717,600.00].

4. Term and Termination. Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 2, 2007 through October 1, 2010.

This Agreement may be terminated by Contractor, the CARE Department Head or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor 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.

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 Contractor as soon as is reasonably possible after the county learns of said unavailability of outside funding.

6. Relationship of Parties. Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless. Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor'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 Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting. Contractor 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 except for additional services as noted in Exhibits "A" & "B" with prior written approval from the CARE Department head. 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. The Contractor 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 or waived by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(A) **Worker's Compensation and Employer's Liability Insurance.** The Contractor 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, the Contractor 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 I will comply with such provisions before commencing the performance of the work of this Agreement.

(B) **Liability Insurance.** The Contractor 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 contractors 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 Contractor 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, as amended and incorporated by reference herein, 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.

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

11. Non-Discrimination and Other Requirements

(A.) *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor 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.* Contractor 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. Contractor'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 the Contractor to penalties, to be determined by the County Manager, including but not limited to:

- (i) termination of this Agreement;
- (ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 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 Contractor'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 Contractor under the Contract or any other Contract between Contractor and County.

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

(E.) *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor 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.) The Contractor 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.

12. Compliance with Contractor Employee Jury Service Ordinance. Contractor 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 the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit.

(A) Contractor 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: Contractor 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) Contractor 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. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. 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. 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:

County of San Mateo
Assessor-County Clerk-Recorder
Attn: Warren Slocum
555 County Center, Floor 3,
Redwood City, CA 94063

In the case of Contractor, to:

Wright Information Technology Services, LLC
Attn: Andrew Wright
8547 E. Arapahoe Rd., J-138,
Greenwood Village, CO 80112

17. Confidentiality. All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

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

COUNTY OF SAN MATEO


By: _____
Rose Jacobs Gibson, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ANDREW WRIGHT



Contractor's Signature

Date: 8-25-2007

EXHIBIT A: SERVICES

In consideration of the payments set forth in Exhibit “B,” Contractor shall provide the following services:

BACKGROUND

The CARE departmental enterprise is organized into four functional units:

- (1) the Administration & Fiscal unit provides internal personnel, financial, and technology services to the Department and its three business units;
- (2) the Appraisal Services business unit performs real and personal property assessment for property tax purposes, and mapping;
- (3) the County Clerk-Recorder business unit provides official recording and archiving of property transaction records and other public records, maintains archives of vital records, and provides various business services; and
- (4) the Registration-Elections business unit performs voter registration and conducts elections, and operates the Countywide Records Center.

Each business unit operates one or more commercial data management systems, under contracts with various vendors, to process data streams that share cross-boundary workflows throughout CARE and other County business units. CARE data is used by and supports multiple external customer processes, and CARE responds to data requests from many sectors of state and county government agencies, other County departments, and the general public. Appraisal Services works closely with County’s Tax Collector and Controller to administer the County’s property tax program, and CARE applies technology standards set by County’s Information Services Department (ISD) and receives some systems support from ISD.

CARE has advanced aggressively toward optimizing business processes and data flows by implementing technology solutions and automation. This has produced greatly improved efficiency, speed, and accuracy in the delivery of services to both external and internal customers, while reducing costs and manual data entry. Key advances include EDMS (electronic document management system) and GIS (geographic information system). Over the course of the next three years, CARE will implement several enterprise-level technology upgrades, which will be supported across all units by multiple internal projects and ongoing business improvement initiatives, process changes and refinements, and facilities modifications in support of new technology implementations and processes.

These planned enterprise-level technology upgrades share strong cross-boundary dependencies within CARE. Therefore, our success will require an experienced senior level program and project manager who is skilled in technology and business, to provide consultation, leadership, coordination, and oversight. This agreement provides for such services.

SCOPE OF WORK

Contractor will perform the role of a “senior business and technology program director,” responsible for consultation, leadership, coordination, and oversight of projects, as specified herein.

1. Consultation

Contractor will consult with the CARE Department head, business unit leaders, and technology staff in order to collaborate and to advise, to develop staff skills, and otherwise to support the successful planning and implementation of the assigned projects or tasks.

CARE's key enterprise projects currently underway are:

- (a) Hart InterCivic "eSlate" Voting System: Refine and document system processes [eSlate, Ballot Now, Tally, Servo];
- (b) Recorder System Upgrades and/or Replacement: Customize & implement new e-Recording applications;
- (c) FileNet EDMS: Implement image repository for legacy images and new transactions;
- (d) "Easy Access" Assessment Systems: Design and implement software upgrade;
- (e) GIS: Expand technology to better support internal and public-facing business processes;
- (f) Elections Processes and Workflows: Complete comprehensive review & overhaul;
- (g) Elections Facility: Design and implement modifications/upgrades for new processes; and
- (h) Countywide Records Center: Coordinate activities.

2. Coordination

Contractor will coordinate project efforts both internally and externally. This role will be the primary interface between CARE's internal department and business unit heads and support personnel, vendor business executives, project managers and project resources, and other County agency/department heads and support personnel, as required to support project coordination and ongoing project efforts.

3. Leadership

Contractor will provide executive-level leadership for all specified project efforts, both internally and externally, including visioning and strategic planning.

4. Management & Oversight

Contractor will manage, oversee, and represent CARE in dealings with all third-party providers of consulting, technical, and/or engineering services in connection with the above-specified projects, as required, including:

- (a) County ISD: IT infrastructure, standards, and system support;
- (b) AgreeYa Solutions, Inc.: business and technical project consulting services;
- (c) Hart InterCivic, Inc.: elections, technical & professional engineering services;
- (d) Cooper Engineering: Business Application enhancements for Appraisal Services' FileNet process;
- (e) K&H Printing: absentee ballot printing and mailing services;
- (f) ES&S (Elections Systems & Software: Voter Registration System;
- (g) Pitney Bowes: "Relia-Vote" mail sorting system for vote-by-mail inbound processes
- (h) Cooper Engineering: business application enhancements for Appraisal Services' FileNet process; and
- (i) Other vendors and professional services as required.

5. Development Initiatives

Contractor will assist the CARE management team in formulating initiatives, for new or modified CARE business activities or for the professional development of CARE staff, designed to support the success of the projects identified herein. Appropriate initiatives might include, but are not limited to:

- (a) Update and refine both long- and short-term business and IT strategies;
- (b) Mentor staff and develop leadership and project management skills for CARE management and technology staff; and
- (c) Assist CARE's executive management and Division heads, as required, to meet established project and business goals.

DELIVERABLES

1. Project Plans

After consultation and collaboration with the CARE managers assigned to each project, Contractor shall prepare the master project plan, including:

- (a) identify roles and responsibilities of assigned CARE personnel, stakeholders, and third-party vendors or contributors; and
- (b) identify project activities, milestones, and timelines; and
- (c) identify dependencies and risks.

2. Monthly Status Reports

On the first Monday of every month, Contractor will submit a written report to the CARE Department head, including the following information:

- (a) summary of current status, including percentage of completion for each milestone activity, and estimated completion dates; and
- (b) identify problems and risks, and planned measures to address them; and
- (c) identify new developments since last report.

3. Project Documentation

For each of the key enterprise projects specified herein, Contractor will establish guidelines and formats for project documentation and oversee its timely and proper completion by assigned CARE personnel. Such documentation shall include system processes, operational protocols, and specifications and results for all required system testing.

**EXHIBIT B:
PAYMENTS AND RATES**

In consideration of the services performed by Contractor as provided in Exhibit “A,” County shall pay Contractor based on the following fee schedule:

1. Labor Rates

Contractor shall be entitled to payment for professional services, at the hourly rates specified below. Said rates shall include all expenses except as noted in section (2) “Expenses.”

Resource Type	Hourly Rate FY07-08	Hourly Rate FY08-09	Hourly Rate FY09-10	Hourly Rate FY10-11
Business Consulting and Sr. Program Manager Andrew Wright	\$115	\$115	\$115	\$115

2. Expenses

Contractor shall be entitled to reimbursement of the following expenses, at actual cost:

- (a) Mileage, in a vehicle driven by Contractor to attend meetings or to travel between CARE office sites.
- (b) Cell phone monthly service fee, plus the cost of contract-related calls in excess of the monthly calling plan
- (c) Other travel expenses, as required to conduct the business of this agreement, and as pre-approved by the Department head. Travel fares shall be booked at “coach” or “economy” rates, and other expenses shall include meals, lodging, and incidentals. The cost of personal air travel is expressly excluded.

All claimed expenses shall be documented with original, itemized receipts or billing statements. Claims shall be submitted at the end of each calendar month, on County’s prescribed form. Claims submitted more than 90 days after the expenditure date shall not be honored, unless Contractor has made prior arrangements with CARE’s Department Head.

3. Invoices

Contractor shall submit a bi-weekly invoice for services rendered in the prior two calendar weeks. The invoice shall identify the dates and hours worked, and specify the projects to which the identified hours relate.

4. Payments

County shall issue payment on Contractor’s invoices within 15 days of receipt.

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Wright Information Technology Services, LLC	Phone:	303-884-5322
Contact Person:	Self	Fax:	303-346-8744
Address:	8547 E. Arapahoe Rd. J-138 Greenwood Village, CO 80112		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

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.

ANDREW WRIGHT
Signature

8-25-2007
Date

ANDREW WRIGHT
Name

PRESIDENT
Title

PRODUCER Phone: (303) 420-4774 Fax: 303-420-2882
MOUNTAIN INSURANCE BROKERS
 3705 KIPLING ST, #106
 WHEAT RIDGE CO 80033

INSURED
WRIGHT INFORMATION TECHNOLOGY
 8547 E ARAPHOE RD J-138
 ENGLEWOOD CO 80112

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE HARTFORD INSURANCE COMPANIES	
INSURER B: THE HARTFORD INSURANCE COMPANIES	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	34SBMIH3973	09/17/07	09/17/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>					PRODUCTS-COMP/OP AGG.	\$ 2,000,000
	<input type="checkbox"/>					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	34WEAO0263	09/17/07	09/17/08	WC STATU-TORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 100,000
						E.L. DISEASE-EA EMPLOYEE	\$ 100,000
						E.L. DISEASE-POLICY LIMIT	\$ 500,000
		OTHER:					

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

CERTIFICATE HOLDER

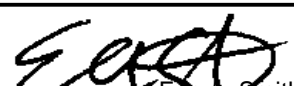
County of San Mateo
 555 County Center, 3rd Floor
 Redwood City, California 94063

Attention: **Willy Padilla & Kate Bach**

CANCELLATION

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

AUTHORIZED REPRESENTATIVE


 Eric A. Smith

CONTRACT INSURANCE APPROVAL

DATE: September 12, 2007
TO: Faiza Steele FAX: 363-4864 PONY: HRD 163
FROM: Kate Bach
PHONE: 5318 FAX: 5348 PONY: ELC309

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

CONTRACTOR NAME: Wright Information Technology Services, LLC

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

Yes. He will operate his personal vehicle for travel to our office and to off-site meetings, etc., and he will be reimbursed for mileage costs.

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: None

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Project management for various projects (software system implementations, facilities reconfigurations, procedural reviews). Contractor will have no Administrator-level access to any automated systems; his roles include only planning and coordination.

The following will be completed by Risk Management:

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

REMARKS/COMMENTS:

Faiza Steele
Faiza Steele
Risk Management Analyst

9/19/07
Date

County Council Review Form

Date: September 13, 2007
To: Eugene Whitlock, Deputy County Counsel
From: Assessor-County Clerk-Recorder (Attn: Kate Bach x5318, fax 5348)
Subject: Agreement Review and Approval

Contractor: Wright Information Technology Services, LLC

Maximum Amount: \$717,600 over three years

Rate of Payment: \$115 per hour, plus expenses

No changes on the standard agreement form

The following sections have been changed on the "standard" agreement:

<i>Section No. & Title</i>	<i>Approved As Is</i> <i>[For County Counsel Use Only]</i>	<i>Modifications Required</i> <i>[For County Counsel Use Only]</i>

Modifications (Please specify modifications to be made below. Use additional paper if needed.):

Approve Agreement/Exhibits/Attachments

Approve Agreement/Exhibits/Attachments with the modifications that have been described

Signature

Date

9-13-07