



Contract Review Sheet

CO-1021-12 (8)

Contract for Services #: CO-1021-12 Amendment #: 8

Contact: Toby Giddings Department: Clerk's Office

Phone #: x5047 Date Sent: Tuesday, June 7, 2022

Title: Licensing and Recording Project

Contractor's Name: Avenu Insights & Analytics LLC

Term - Date From: July 1, 2012 Expires: June 30, 2023

Contract Total: \$ 1,851,853.00 Amendment: \$ 240,000.00 New Total: \$ 2,091,853.00

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: Special Procurement CMS # 187 & 758

Description of Services or Grant Award

Anenu Insights & Analytics LLC provides the Clerk's Office with their current Land Records Management System. Amendment 8 is to extend the services for an additional year while the evaluation of RFP CO1077-22 is completed and a new solution is implemented.

Desired BOC Session Date: 6/29/2022 BOC Planning Date: 6/16/2022

Files submitted in CMS: 6/8/2022 Printed packet & copies due in Finance: 6/14/2022

BOC Session Presenter(s) Bill Burgess

FOR FINANCE USE

Date Finance Received: 6/7/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/29/2022

Department: Clerk Agenda Planning Date: 6/16/22 Time required: 5min

☐ Audio/Visual aids

Contact: Toby Giddings Phone: x5047

Department Head Signature:

TITLE Licensing and Recording Project

Issue, Description & Background Anenu Insights & Analytics LLC provides the Clerk's Office with their current Land Records Management System. Amendment 8 is to extend the services for an additional year while the evaluation of RFP CO1077-22 is completed and a new solution is implemented. The current value of the contract is \$1,851,853.00. Amendment 8 adds an additional \$240,000.00 to the Not-To-Exceed amount for a new total of \$2,091,853.00.

Financial Impacts: up to \$240,000.00

Impacts to Department & External Agencies none

Options for Consideration: 1) approve Amendment 8
2) do not approve Amendment 8
3) take no action at this time

Recommendation: Approve Amendment 8

List of attachments: Contract Review Sheet, Request for Authorization of Contract, Amendment 8

Presenter: Bill Burgess

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Toby Giddings, tgiddings@co.marion.or.us; Bill Burgess, bburgess@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: June 7, 2022

To: Chief Administrative Officer

Cc: Contract File

From: Toby Giddings

Subject: Amendment Exceeds 25%

The Marion County Clerk's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Avenu Insights & Analytics for the Licensing and Recording Project with a value of \$1,851,853.00 and an addition \$240,000.00 will be added to the contract for a new contract total of \$2,091,853.00 upon approval.

For formal procurements, indicate why the need for adding more than 25% of the total contract cost:

Finance and the Clerk's Office are in the midst of a solicitation process for a new Land Records Management System (RFP CO1077-22). This contract needs to be extended to cover services through the remainder of the solicitation process as well as the implementation of the new solution.

Submitted by:

Toby Giddings

for the Clerk's Office

Acknowledged by:

Department Head



**AMENDMENT 8 to CO-1021-12
the CONTRACT FOR SERVICES
between**

MARION COUNTY and AVENU INSIGHTS & ANALYTICS, LLC

This Amendment No. 8 to the Contract for Services (as amended from time to time, the "Contract"), dated July 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Avenu Insights & Analytics LLC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

3.0 Term

This Agreement shall commence on July 1, 2012, and shall remain in effect through June 30, 2023 [June 30, 2022]. [Up to two (2) two-year e] Extensions may be exercised to extend out to June 30, 2026 by mutual written agreement between both parties. Additionally, by the mutual written agreement of both Parties, the Agreement may be terminated according to the provisions of Section 10.3 - Mutual Consent/Convenience should funding for an updated system be approved and a new Agreement negotiated. This contract is subject to the limits of available funding.

**EXHIBIT "B"
COMPENSATION AND PAYMENT PROVISIONS**

The sum of \$2,091,853.00 [\$1,851,853.00] is the maximum payment amount obligated by the County under this Agreement.

LandMarc Version 3.9 Land Records Management Software, including but not limited to imaging, indexing, cashiering, public inquiry system, marriage license and domestic partnership software and Indexing/Verification services which will be billed on a per document basis through June 30, 2023 [June 30, 2022]: \$2.64 per document.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

AVENU INSIGHTS & ANALYTICS LLC SIGNATURE

Authorized Signature: _____
Date

Title: _____



Marion County
OREGON

AMENDMENT 7 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and AVENU INSIGHTS & ANALYTICS, LLC

This Amendment No. 7 to the Contract for Services (as amended from time to time, the "Contract"), dated July 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Government Revenue Solutions Holdings I, LLC dba Avenu Insights & Analytics LLC (formerly Conduent Enterprise Solutions, LLC), hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

3.0 Term

This Agreement shall commence on July 1, 2012, and shall remain in effect [through June 30, 2020] through June 30, 2022. Up to two (2) two-year extensions may be exercised to extend out to June 30, 2026 by mutual written agreement between both parties. Additionally, by the mutual written agreement of both Parties, the Agreement may be terminated according to the provisions of Section 10.3 – Mutual Consent/Convenience should funding for an updated system be approved and a new Agreement negotiated. This contract is subject to the limits of available funding.

Exhibit "B"

COMPENSATION AND PAYMENT PROVISIONS

The sum of [\$1,408,333.00] \$1,851,853.00 is the maximum payment amount obligated by the County under this Agreement.

LandMarc Version [3.8]3.9 Land Records Management Software, including but not limited to imaging, indexing, cashiering, public inquiry system, marriage license and domestic partnership software and Indexing/Verification services which will be billed on a per document basis [through June 30, 2020]through June 30, 2022: \$2.64 per document.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Not Present At Meeting

Chair _____ Date _____

Samuel A. Bort 7/1/2020

Commissioner _____ Date _____

Kiri Curran 7.1.2020

Commissioner _____ Date _____

Authorized Signature: [Signature] 6/22/2020
Department Director or designee Date

Authorized Signature: [Signature] 6/25/20
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 6/25/20
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] June 24, 2020
Marion County Contracts & Procurement Date

AVENU INSIGHTS & ANALYTICS, LLC

Authorized Signature: _____ Date: _____

Title: _____

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  6/22/2020
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

AVENU INSIGHTS & ANALYTICS, LLC

Authorized Signature:  Date: 6/24/2020

Title: Chief Financial Officer



Marion County
OREGON

AMENDMENT 6 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and AVENU INSIGHTS & ANALYTICS, LLC

This Amendment No. 6 to the Contract for Services (as amended from time to time, the "Contract"), dated July 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Government Revenue Solutions Holdings I, LLC dba Avenu Insights & Analytics, LLC (formerly Conduent Enterprise Solutions, LLC), hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

EXHIBIT "B" COMPENSATION AND PAYMENT PROVISIONS

The sum of \$1,408,333.00[\$1,361,333.00] is the maximum payment amount obligated by the County under this Agreement.

County hereby exercises its right to include Optional Back-Back-indexing of Typed records following the same indexing rules of Full-Service Indexing for daily recordings at a rate not to exceed \$1.40 per document.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Chuck Hillis 4/29/2020
Chair Date

David A. Porter 4-29-20
Commissioner Date

[Signature] 4-29-2020
Commissioner Date

Authorized Signature: [Signature] 4/16/2020
Department Director or designee Date

Authorized Signature: [Signature] 4/21/20
Chief Administrative Officer Date

Reviewed by Signature: Jane E. Vetter 4/17/20

Marion County Legal Counsel

Date

Reviewed by Signature:

Cambria Schlegel
Marion County Contracts & Procurement

Apr. 17, 2020

Date

AVENU INSIGHTS & ANALYTICS, LLC

Authorized Signature:

[Signature]

Date:

4/30/2020

Title: Chief Financial Officer



Marion County
OREGON

AMENDMENT 5 to the
AGREEMENT FOR PROFESSIONAL SERVICES
between

MARION COUNTY and AVENU INSIGHTS & ANALYTICS, LLC

This Amendment No. 5 to the Agreement for Professional Services (as amended from time to time, the "Contract"), dated July 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Government Revenue Solutions Holdings I, LLC dba Avenu Insights & Analytics, LLC (formerly Conduent Enterprise Solutions, LLC), hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into by and between Marion County, Oregon, a political subdivision of the state of Oregon (Hereafter referred to as the "County"), and Government Revenue Solutions Holdings I, LLC dba Avenu Insights & Analytics, LLC (formerly Conduent Enterprise Solutions, LLC) [Conduent Enterprise Solutions, LLC (formerly ACS Enterprise Solutions, LLC)], a limited liability company, with offices located at 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171 [8600 Harry Hines Blvd., Suite 311, Dallas, TX 75235] (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature: [Signature] Date: 2/7/2019
Department Director or designee

Authorized Signature: [Signature] Date: 2/8/19
Chief Administrative Officer

Reviewed by Signature: [Signature] Date: 2/8/2019
Marion County Legal Counsel

Reviewed by Signature: [Signature] Date: 2-8-19
Marion County Contracts & Procurement

AVENU INSIGHTS & ANALYTICS, LLC

Authorized Signature: [Signature] Date: 2/14/2019

Title: General Counsel



Marion County
OREGON

AMENDMENT 4 to the
AGREEMENT FOR PROFESSIONAL SERVICES

between

MARION COUNTY and CONDUENT ENTERPRISE SOLUTIONS, LLC

This Amendment No. 4 to the Agreement for Professional Services (as amended from time to time, the "Contract"), dated July 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Conduent Enterprise Solutions, LLC (formerly ACS Enterprise Solutions, LLC), hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into by and between Marion County, Oregon, a political subdivision of the state of Oregon (Hereafter referred to as the "County"), and Conduent Enterprise Solutions, LLC (formerly ACS Enterprise Solutions, LLC) [ACS Enterprise Solutions, LLC], a limited liability company, with offices located at 8600 Harry Hines Blvd., Suite 311, Dallas, TX 75235 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

All references to ACS in this Agreement will hereby be changed to Contractor.

3.0 Term

This Agreement shall commence on July 1, 2012, and shall remain in effect through June 30, 2020 [for a term of three (3) years or June 30, 2015, whichever comes first. Up to two (2) one-year extensions may be exercised to extend out to June 30, 2017 by mutual written agreement between both parties. Additionally, by the mutual written agreement of both Parties, the Agreement may be extended for ninety (90) days beyond the contract period and] This contract is subject to the limits of available funding.

Exhibit "B"

COMPENSATION AND PAYMENT PROVISIONS

The sum of \$1,361,333.00 [\$806,333.00] is the maximum payment amount obligated by the County under this Agreement [contract].

LandMarc Version 3.8 [3.6C] Land Records Management Software, including but not limited to imaging, indexing, cashing, public inquiry system, marriage license and domestic partnership software and Indexing/Verification services which will be billed on a per document basis [for a 36 month period] through June 30, 2020: \$2.64 [\$2.20] per document.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and

certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

 7-6-17
Chair Date
Not Present At Meeting

Commissioner Date

 7-6-17
Commissioner Date

Authorized Signature:  6/23/17
Department Director or designee Date

Reviewed by Signature:  6/28/17
Marion County Legal Counsel Date

Reviewed by Signature:  June 26, 2017
Marion County Contracts & Procurement Date

CONDUENT ENTERPRISE SOLUTIONS, LLC

Authorized Signature:  Date: 6/22/17

Title: VP



Marion County
OREGON

AMENDMENT #3 to the
CONTRACT FOR SERVICES
between

MARION COUNTY and ACS ENTERPRISE SOLUTIONS, LLC

This Amendment No. 3 to the Contract for Services (as amended from time to time, the "Contract"), dated AUGUST 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and ACS Enterprise Solutions, LLC., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

The sum of 806,333.00 is the maximum payment amount obligated by the county under this contract.

Term of the agreement is extended to June 30, 2017 in accordance with section 3.0 of the agreement.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Ki Camacho 6-29-16
Chair Date

Sam A. Brant 6-29-16
Commissioner Date

Janet Leach 6-29-16
Commissioner Date

[Signature] 6/14/2016
Authorized Signature Bill Burgess, County Clerk Date

Authorized Signature: N/A
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 6/22/16
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 6-21-16
Marion County Contracts & Procurement Date

ACS Enterprise Solutions, LLC

Authorized Signature: [Signature] Date: June 14, 2016

Title: Louis Schiavone, Jr., VP and Managing Director



Marion County
OREGON

AMENDMENT #2 to the
AGREEMENT FOR PROFESSIONAL SERVICES
between
MARION COUNTY and ACS ENTERPRISE SOLUTIONS, LLC

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated August 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and ACS Enterprise Solutions, LLC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

The sum of \$672,333.36 is the maximum payment amount obligated by the County under this contract.

Term of the agreement is hereby extended to June 30, 2016 in accordance with section 3.0 of the agreement.

Exhibit A – 1.2.1 Contractor will provide LandMarc Imaging, Indexing, Cashiering, Public Inquiry, Marriage License, [and] Domestic Partnership, and E-recording software and software support.

Exhibit A – 1.3.8 E-recording allows the connection of the Recording software to the e-recording gateway to allow documents to be electronically submitted and either recorded or rejected and returned electronically to the submitter. There is no cost to County for either purchase or maintenance as long as maintenance is current on the Recording software.

Exhibit D – Versions Version [3.6.C] 3.7 with upgrade(s) to current releases as made available by ACS (includes Cashiering, Scanning, Indexing, Manual Redaction, [and] Public Search, and E-Recording Modules.)

Exhibit E – Contractor will provide the following maintenance and software support for the Marion County LandMarc application software. The following modules are included in the LandMarc System:

E-Recording module, cashiering module, scanning module, indexing module, marriage and domestic partner (DDP) module, manual redaction module, and public search module.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Chair NOT Present at meeting Date _____

K. Carter Date 7-1-15
Commissioner

David A. Brant Date 7-1-15
Commissioner

Authorized Signature: [Signature] Date 6-2-2015
Department Director or designee
Bill Burnett, County Clerk

Authorized Signature: _____ Date _____
Chief Administrative Officer

Reviewed by Signature: [Signature] Date 6/19/15
Marion County Legal Counsel

Reviewed by Signature: [Signature] Date 6-18-15
Marion County Contracts & Procurement

ACS ENTERPRISE SOLUTIONS, LLC

Authorized Signature: [Signature] Date: 5-20-2015

Title: Director



Marion County
OREGON

AMENDMENT #1 to the
CONTRACT FOR SERVICES between
MARION COUNTY and ACS ENTERPRISE SOLUTIONS, LLC.

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated AUGUST 1, 2012 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and ACS Enterprise Solutions, LLC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

EXHIBIT "B" COMPENSATION AND PAYMENT PROVISIONS, will be amended to include the following:

Under the optional services for Film to Image conversion, tagging and uploading to the existing system for ACS to process at the rate of \$0.12 per image.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

BOARD OF COMMISSIONERS:

Chair _____ Date _____

Commissioner n/A _____ Date _____

Commissioner _____ Date _____

Authorized Signature: [Signature]
Bill Burgess, County Clerk

1/5/2015 (2015)
Date

Authorized Signature: [Signature]
Chief Administrative Officer

01/26/15
Date

Reviewed by Signature: [Signature]
Marion County Legal Counsel

1/26/15
Date

Reviewed by Signature: [Signature]
Marion County Contracts & Procurement

1/22/15
Date

ACS Enterprise Solutions, LLC

Authorized Signature: [Signature]

Date: 12/19/2014

Title: Director

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ACS ENTERPRISE SOLUTIONS, LLC
AND MARION COUNTY, OREGON**

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into by and between Marion County, Oregon, a political subdivision of the state of Oregon (hereafter referred to as the "County"), and ACS Enterprise Solutions, LLC, a limited liability company, with offices located at 8600 Harry Hines Blvd., Suite 300, Dallas, TX 75235 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

WHEREAS, the County and ACS wish to enter into a contract to deliver the proposed information technology products and services in accordance with the terms including the following Exhibits:

Exhibit A	Statement of Work
Exhibit B	Fee and Payment Schedule
Exhibit C	Equipment
Exhibit D	Software License Agreement
Exhibit E	Software Maintenance and Support Agreement
Exhibit F	Backup and Disaster Recovery Agreement
Exhibit G	Insurance Requirements
Exhibit H	Replication Process
Exhibit I	Minimum System Specifications
Exhibit J	Standard LandMarc Reports
Exhibit K	System Testing Procedure
Exhibit L	Technical Requirements

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein the Parties hereto agree as follows:

1.0 Products and Services

1.1 Work Requirements: In consideration for the payments described in Section 2.0 hereof, unless sooner terminated, Contractor will provide County with the products and services described in the statement of work and schedule incorporated hereto as Exhibit "A".

1.2 Application System Software: Contractor shall deliver to County a software license for all ACS-owned application system software modules described in Exhibit "E" (hereafter the "Application System Software" or "System").

1.3 Hardware and Third-Party Software: Rights to commercial-off-the-shelf software products provided by third-party software vendors may be subject to licensing provisions of those third-party software vendors, which licenses the County hereby accepts. ACS to update Exhibit A if third-party software is required.

1.4 Indexing Services: ACS will provide on-site indexing and verification services with ACS 1.5 FTE staff.

2.0 Compensation and Payment Provisions

The County shall make payments to Contractor for the products and services in the amount and at such times as are set forth in the payment schedule attached hereto as Exhibit "B". ACS will provide a monthly invoice to the County. The invoice should notate the start and stop Reel & Page for the month being billed. County is not responsible for providing the start and end information. County shall pay invoices within thirty (30) days of their issuance. This Agreement for services rendered will be on a fee-for-service basis. After such thirty (30) day period, late charges of 1 ½% per month of the amount of such invoice remaining unpaid shall also become payable to Contractor. Failure of the County to make any payment within forty-five (45) days of receipt of invoice shall be deemed to be a material breach of this Agreement and shall be sufficient cause for termination of the Agreement.

3.0 Term

This Agreement shall commence on July 1, 2012, and shall remain in effect for a term of three (3) years or June 30, 2015, whichever comes first. Up to two (2) one-year extensions may be exercised to extend out to June 30, 2017 by mutual written agreement between both Parties. Additionally, by the mutual written agreement of both Parties, the Agreement may be extended for ninety (90) days beyond the contract period and is subject to the limits of available funding. Contractor shall provide all deliverables as outlined in Exhibit A on or before July 1, 2012.

4.0 Warranty

4.1 Limited Application System Software Warranty

ACS warrants that the Application System Software furnished by ACS pursuant to this Agreement will be free from material errors that would prevent the substantial operational features of the System from functioning when used properly under normal conditions. This warranty is valid for the term of the Agreement. This Application System Software warranty shall not cover, and shall be void as to, any hardware or commercial off-the-shelf software components. In addition, the Application System Software warranty shall not cover: 1) any components for which maintenance has been performed by a third party not authorized by ACS; 2) any components that have been damaged through the negligence or misconduct of Parties other than ACS or its employees or agents; 3) any components which have been damaged as a result of County's failure to operate them in accordance with the Contractor's operating instructions; or 4) failures due to force majeure, or exposure to unusual physical or electrical stress.

In the event that any Application System Software provided under this Agreement is found to be defective, County shall provide prompt written notice to ACS identifying

investigate the matter, and to verify the existence of such defect(s). Upon ACS's verification of the claimed defect(s), County shall be entitled to any of the following remedies, as determined by ACS in its discretion: a) repair, b) replacement, c) other correction of the defective item at ACS's expense, or d) an equitable adjustment in the contract price. The Parties intend that any of the foregoing remedies shall constitute a complete and satisfactory remedy in the event of a covered defect, and that such remedies shall constitute the sole and exclusive remedies available to County for breach of ACS's Application System Software warranty.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE TO COUNTY EXCLUSIVELY AND IS IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SYSTEM SOFTWARE OR THE SERVICES PROVIDED HEREUNDER, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACS EXPRESSLY DOES NOT WARRANT THAT THE APPLICATION SYSTEM SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT THE LIMITED APPLICATION SYSTEM SOFTWARE WARRANTY SET FORTH IN THIS SECTION OR THE REMEDY FOR BREACH OF SUCH WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

4.2 Data Backup

Data backup will be provided as outlined in Exhibit F.

5.0 Indemnification

5.1 Indemnification by Contractor

ACS shall agree to defend, indemnify and hold harmless Marion County, its officers, agents, and employees from damages arising out of the tortious acts of ACS, its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement.

5.2 Indemnification by County

Marion County shall agree to defend, indemnify and hold harmless ACS, its officers, agents, and employees from damages arising out of the tortious acts of Marion County, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, as amended by SB 311 (2009) and the Oregon Constitution, Article XI, Section 7.

5.3 Mutual Indemnification for Injury to Persons or Property

Each Party will indemnify, defend and hold harmless the other Party, and its respective officers, directors, employees, agents, successors and assigns, from and against all direct losses from the bodily injury or death of any person, or from the damage to, or destruction of any real or tangible personal property, to the extent that such loss is caused by the negligent conduct or omission of the indemnitor, its officers, agents, employees or contractors. The Parties agree that neither shall be liable to the other under this indemnification for any action or failure to act which constitutes negligence or willful misconduct on the part of the Party seeking indemnification.

6.0 Insurance

Throughout the term of this Agreement, ACS shall maintain at all times commercial general liability insurance, which includes bodily injury and property damage insurance, covering its activities and operations under this Agreement. ACS SHALL add Marion County, its officers/officials, employees, and volunteers as additional insureds for commercial general liability insurance coverage through a separate written endorsement or a blanket additional insured provision endorsement. *Either Contractor or its insurance shall provide a 30 days prior written notice of cancellation to Marion County.* Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260-30.300 as defined in Exhibit G (Insurance Requirements) and where checked on the exhibit. All insurance shall be evidence *by a standard ACORD form type* Certificate of Insurance and a separate written endorsement or blanket additional insured provision endorsement provided to Marion County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

Marion County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program which provides property damage and personal injury coverage.

ACS shall obtain and maintain at all times during the term of this agreement, workers' compensation insurance with statutory limits and employers' liability insurance. ACS shall provide Marion County with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

7.0 Force Majeure

Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

8.0 Ownership of Data and Software

County will retain all title, rights, and ownership of all data, including associated indexes, images, film, financial (receipt transactions) and other data created and/or acquired by

use of the System. County may duplicate the data entered into the System on any media. County will retain ownership of all data created by the use of the System as stored on any media. ACS retains all rights to its software, and County may only use such software pursuant to this Agreement.

9.0 Confidential Information

The Parties acknowledge that in the course of performing their responsibilities under this Agreement, they may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party;
- (b) was known to the receiving Party as of the time of its disclosure;
- (c) is independently developed by the receiving Party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party; or
- (e) is required to be disclosed pursuant to state statute, court order or other governmental authority, whereupon the receiving Party shall provide notice to the disclosing Party so as to allow the disclosing Party to take appropriate steps to protect its interests.

10.0 Termination

10.1 Default by ACS: If ACS defaults in the performance of any of its obligations under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, County may, at its option, terminate the Agreement by delivering written notice to ACS at the address in this document, and paying ACS all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all software, and other ACS-owned material will promptly be returned to ACS.

10.2 Default by County: If County defaults in the performance of any of its obligations under this Agreement for a period of forty-five (45) days after receiving notice of default from ACS, ACS may, at its option, terminate the Agreement at the end of that period. ACS may terminate this Agreement by delivering written notice of termination to County. Upon termination of this Agreement, all, software, and other ACS-owned material will promptly be returned to ACS and County will pay ACS all sums due under this Agreement.

10.3 Mutual Consent/Convenience: All or part of this Agreement may be terminated by mutual consent of both Parties; or by either Party at any time for cause, upon sixty (60) days' notice in writing and delivered by certified mail. All or part of this Agreement may be terminated by Marion County at the County's convenience upon sixty (60) days' notice in writing and delivered by certified mail. Upon such termination, County shall pay ACS all sums due under this Agreement.

10.4 Funding Out: If the Board of Commissioners of Marion County reduces, changes, eliminates or otherwise modifies the funding for any of the services identified in this Agreement, ACS agrees to abide by any such decision, including termination of service.

10.5 Miscellaneous: ACS or Marion County may also terminate all or part of this Agreement for the following reasons:

a. With ten (10) days' notice, if funding to Marion County from federal, state, or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of services. Marion County will give more notice whenever possible.

b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the services are no longer allowable for purchase under this contract.

c. Upon notice of denial, revocation or non-renewal of any licensee or certification required by law or regulation to be held by ACS to provide a service under this Agreement.

d. If ACS fails to start services on the date agreed upon by Marion County and ACS.

e. Failure of ACS or Marion County to comply with the provisions of this Agreement and all applicable federal, state and local laws and rules may be cause for termination of this Agreement.

Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.

10.6 County Data Conversion. In the event this contract is terminated by either Party, ACS shall provide all County data in a readable, industry standard format mutually agreed upon by both parties within an agreed upon time frame.

11.0 Miscellaneous

11.1 Governing Law and Venue: All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the State of Oregon and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or *forum non conveniens* to the conduct of any such action or proceeding in such court.

11.2 Equitable Remedies: The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages would be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

11.3 Limitation of Liability: EXCEPT FOR THE SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO ACS HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO ACS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 Integration: This Agreement and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in

this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

11.5 Notices: Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor: ACS Enterprise Solutions, LLC
Attn.: GRM Contracts
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

with a copy to:

ACS Enterprise Solutions, LLC
Attn: ALG Contracts
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

Notice to County: Marion County Clerk
Attn.: Bill Burgess
1115 Commercial St NE, PO Box 14500
Salem OR 97309

11.6 Assignment: This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Except for the Contractor's right to assign the performance of this Agreement to an ACS Corporate Affiliate, neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other. Such consent shall not be unreasonably withheld.

11.7 Modification: This Agreement can be modified by written documentation signed by both Parties.

11.8 Waiver: A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.

11.9 ACS Responsibility for Taxes: For so long as the County is exempt from property, sales and use taxes, such taxes shall not be included in invoices submitted to the County pursuant to this Agreement.

11.10 Delivery: If applicable, Contractor shall arrange for delivery of any contractor supplied hardware to the appropriate County installation site(s) in accordance

with the Statement of Work (Exhibit "A"). Shipment of the hardware shall be F.O.B. the County's receiving point at the installation site(s). Contractor shall pay all reasonable transportation and insurance charges for the hardware up to the County's receiving point at the installation site(s).

11.11 Risk of Loss & Title: If applicable, Contractor shall bear the risk of loss or damage to the hardware while in transit to the County's premises and the installation site(s). The County shall bear all risk of loss or damage to the hardware after delivery to the installation site(s), unless such loss or damage is due to the negligence or willful acts of Contractor, its employees, agents, representatives or subcontractors. Contractor shall transfer title to the hardware to the County upon the County's full payment for said hardware in accordance with Exhibit B.

11.12 Independent Contractor Status: Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for County under this Agreement. The County conducts open employment recruitment process when filling regular County positions. Any individual employed by Contractor and providing services to the County under this agreement would be eligible to apply for any open recruitment at the County and accept a position if offered by the County, through the normal County employment recruitment process. The County will not hire anyone employed under this agreement outside of its open recruitment process.

11.13 Attachments: Attached to and made part of the Agreement are the following:

Exhibit A	Statement of Work
Exhibit B	Fee and Payment Schedule
Exhibit C	Equipment
Exhibit D	Software License Agreement
Exhibit E	Software Maintenance and Support Agreement
Exhibit F	Backup and Disaster Recovery Agreement
Exhibit G	Insurance Requirements
Exhibit H	Replication Process
Exhibit I	Minimum System Specifications
Exhibit J	Standard LandMarc Reports
Exhibit K	System Testing Procedure
Exhibit L	Technical Requirements

11.14 Further Documentation: The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement. Notwithstanding the foregoing, neither Party shall be required to sign further documents or agreements that modify the terms, conditions, or scope of work.

11.15 Survival: The terms of Sections 6 (Limitation of Liability), 8 (Ownership of Data and Software), and 9 (Confidential Information), and 11.3

(Limitation of Liability) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

11.16 Civil Rights: The Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

11.17 Wages: As required for public contracts subject to ORS Chapter 279B, the following conditions concerning hours of labor shall apply:

Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay:

- a. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- b. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- c. For all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279B.020.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Any contractor or subcontractor or contractor's or subcontractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the contractor or subcontractor or contractor's or subcontractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

As required specifically under ORS 279B.235, the following provisions shall apply for conditions concerning hours of labor:

For a contract for personal services as defined in ORS 279A.055, the contractor shall pay all individuals performing personal services under this contract at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under

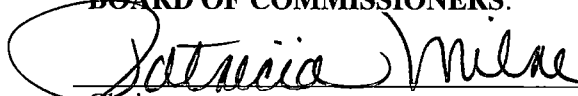
personal services contracts who are excluded from receiving overtime under ORS 653.010 to 653.261 or under 29 USC 201 to 209.

For a contract for services, persons employed under this contract shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

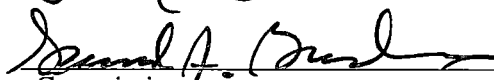
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

MARION COUNTY

BOARD OF COMMISSIONERS:


 7-11-12
Chair Date

 7-11-12
Commissioner Date

 7-11-12
Commissioner Date

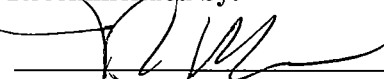
ACS Enterprise Solutions, LLC

Hubert P. Auburn, Vice President

 6/18/12
Signature Date

Tax ID# 75-2179860

Recommended by:

 6/21/2012
Bill Burgess Date
Marion County Clerk

APPROVED AS TO FORM:

 7/2/12
Marion County Legal Counsel Date

 7/2/12
Marion County Contracts Date

EXHIBIT "A"
STATEMENT OF WORK

1.0 Services

1.1 Supplies and Services Performed by the County

1.1.1 Supplies

The County will supply, at its own expense, the following items:

Printer ribbons, toner cartridges, printer paper, scanner pad assemblies and pick rollers, electrical outlets, cabling and all other supplies.

1.1.2 Services and Functions

The County will supply, at its own expense, the following services or personnel to perform the listed functions:

- 1.1.2.1 Document reception and preparation
- 1.1.2.2 Furnish inputting of all instruments for fee collection, indexing and imaging purposes
- 1.1.2.3 System Hardware including all support and maintenance

Contractor will supply, at its own expense, third party software licenses for the following Commercial Software:

Pegasus / Accusoft ImageGear Professional V13
SUNBELT Computer Systems, Inc File Utilities

1.2 Deliverables

- 1.2.1 Contractor will provide LandMarc Imaging, Indexing, Cashiering, Public Inquiry, Marriage License and Domestic Partnership software and software support.
 - 1.2.1.1 Contractor will provide archival and disaster recovery services for the term of the Agreement through the replication of indexes and images. Documentation of the replication process in included as Exhibit H.
 - 1.2.1.2 Contractor will work with County to develop, modify and upgrade the Marriage and Domestic Partnership software to meet Oregon Revised Statutes along with production needs for County staff.
- 1.2.2 Contractor shall provide an automated methodology to transfer all indexing data for the purpose of disaster recovery, web delivery, producing searchable index CD's, and creation of microfilm.

- 1.2.2.1 Contractor shall prepare and deliver a monthly searchable CD of the index data, not more than two weeks from receipt of the indexed data from the County
- 1.2.2.2 At the end of the calendar year, upon notification from the County that all index entries have been completed and verified, Contractor will provide the County with a year-to-date searchable CD.
- 1.2.2.3 Contractor shall prepare and deliver a yearly searchable CD of index data for marriage and domestic partnerships. By September 1, 2012, Contractor shall supply all index information which currently resides in the database for marriage and domestic partnerships through December 31, 2011 which currently reside in the database.
- 1.2.3 Contractor will provide a complete list of all standard reports available in LandMarc version 3.6C with a detailed description of each report. This list is attached as Exhibit J.
 - 1.2.3.1 Any current customized report specific to Marion County will be converted to the new release.

1.3 Upgrade Deliverables

- 1.3.1 Contractor to implement V3.7 in live production no later than September 30, 2012.
- 1.3.2 Contractor to implement front-end numbering system from Dymo label printers no later than July 13, 2012.
- 1.3.3 Contractor to customize the LandMarc application to allow document printing to any Marion County networked printer using Marion County printer object names.
- 1.3.4 Contractor will customize front counter log-ins to allow a three-digit identifier for each employee that will be entered prior to generating a receipt.
 - 1.3.4.1 The system shall support reporting and work flow with these three digit identifiers
- 1.3.5 Prior to and after production migration of Marion County data, Contractor will provide basic quality control information for land and marriage/domestic partnership records:
 - 1.3.5.1 Counts of indexes (export and import)
 - 1.3.5.2 Counts of images (export and import)
 - 1.3.5.3 Counts of historical financial data (export and import)
 - 1.3.5.4 Contractor will migrate all County data in the existing LandMarc V3.7 database, including but not

limited to historical financial data, images, indexes, administration tables and information contained in those tables.

- 1.3.6 Contractor to provide detailed information on use of dual monitors for LandMarc system including, but not limited to, increasing/decreasing size of tract entry, cashiering, search features to ensure ease-of-use for Deputy Clerks.
- 1.3.7 Contractor will provide e-recording software with V3.7 and training to staff at no additional charge including, but not limited to, assistance with perfecting contracts with submitters and any third-party vendors.

1.4 Acceptance

1.4.1 County's acceptance is contingent upon County's completion of the inspections set forth below. Any subsequent changes as requested must be agreed upon by both parties

1.4.2 Commercial Software: All materials provided hereunder shall be inspected by County within seven (7) business days of delivery at County's installation site(s). Inspection verification that the commercial software meets the specifications set forth in this Agreement (paragraph 1.1.2 above). Acceptance of commercial software will be assumed if County fails to notify Contractor of any discrepancy or defect within seven (7) calendar days of delivery, or beneficial use, whichever comes earlier.

1.4.3 Application System Software: County shall have ten (10) business days to inspect all deliverables submitted by Contractor. Should any failures be identified during the inspection period, the contractor will have a reasonable opportunity to correct any deficiencies to which such failures are attributable, after which a retest may be scheduled. This process will continue until all areas have passed, or it becomes obvious that the element of the Application System Software under testing will not meet the requirements of the Technical Requirements (attached hereto as Exhibit L). At this point the Parties may negotiate an equitable adjustment of the contract price, or take such other steps as may be deemed appropriate. Signoff by the County program manager will signify the completion of each required test procedure. Such signoff shall not be unreasonably delayed or withheld. It is understood and agreed that defects that do not prohibit the Application System Software from operating in substantial accordance with the vendor's published specifications shall not constitute grounds for non-acceptance hereunder, and may be corrected in subsequent releases of the licensed software offered by the vendors as part of ongoing warranty or maintenance of licensed software.

1.5 System Testing

ACS and County will agree upon the acceptance test plan included as Exhibit K that addresses the testing to be conducted on this program. Test cases will be developed in support of the testing effort, and will be designed to replicate the actual conditions under which the System will be operated. Testing will be limited to the scope of use and coverage areas prescribed in the Technical Requirements (attached hereto as Exhibit L). The Contractor and County shall coordinate their efforts, and shall cooperate to ensure that the testing program is completed in accordance with the test plan and schedule.

EXHIBIT "B"

COMPENSATION AND PAYMENT PROVISIONS

ACS will provide the following services at the following rates and fees:

LandMarc Version 3.6C Land Records Management Software, including but not limited to imaging, indexing, cashiering, public inquiry system, marriage license and domestic partnership software and Indexing/Verification services which will be billed on a per document basis for a 36 month period: \$2.20 per document.

ACS Web Delivery Service: indexes only, but ACS will replicate both index & images and this will be billed at \$750.00 per month.

The County will implement the optional Redaction Add-on feature on a limited use basis during the term of this agreement.

Marion County exercised the Redaction Add-on feature during the original contract time and reserves the right to utilize the feature at any time during this contract for the fees outlined. Fees for the Redaction Add-on feature will be at the rates outlined below and will be limited to a maximum count of 100,000 pages for Marion County verification and/or ACS verification per year. Redaction Add-on – Marion County verification will be \$0.10 per document. Redaction Add-on – ACS verification will be \$0.14 per document. The maximum not to exceed amount for this portion of the contract will be \$14,000.00 per year.

ACS will provide detailed monthly invoices for all services rendered under this contract. County will make payments in accordance with the terms set forth in Section 2.0 Compensation and Payment Provisions.

The County reserves the right to amend the contract to include any of the following optional items quoted by ACS:

Optional disaster recovery Add-on for software/indexing	\$0.10 per document
Optional Film to Image scanning	not to exceed \$0.12 per image
Optional Paper to Image scanning	not to exceed \$0.18 per image
Optional Back-Back-indexing (years 1975- 1850)	not to exceed \$1.40 per document
Microfilm Creation – Original Silver	\$24.00 per roll
Microfilm Creation – Silver Duplication	\$24.00 per roll
Microfilm Creation – Diazo Duplication	\$24.00 per roll

Inclusion of any of the optional services described above will only be valid when authorized by a written contract amendment and approved by both parties to this contract.

EXHIBIT "C"

EQUIPMENT

Marion County will supply all hardware/equipment under the terms of this contract.

Marion County will provide all operating software as identified in Exhibit I.

EXHIBIT "D"

LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "Agreement") is entered into this 1st day of July, 2012, by and between ACS Enterprise Solutions, LLC ("ACS"), a limited liability company, and the County of Marion, a political subdivision of the state of Oregon (hereinafter referred to as "Licensee").

1. **License.** ACS hereby grants, and Licensee hereby accepts, a limited, nonexclusive, revocable, and nontransferable on-site/enterprise license to use the software described below ("Licensed Software"). The Licensed Software consists of the following:

Licensed Software Description	Versions
ACS LandMarc Land Records Management Software	Version 3.6.C with upgrade(s) to current releases as made available by ACS (includes Cashiering, Scanning, Indexing, Manual Redaction, and Public Search Modules.)
Marriage License Software	Version: ACS Marriage License format customized to meet Oregon statutory requirements (reference ORS Chapter 106)
Domestic Partnership Software	Version: ACS Domestic Partnership License format customized to meet Oregon statutory requirements (reference ORS Chapter 106)

2. **Fees.** All software license fees relating to the Licensed Software will be as specified in the Agreement for Professional Services entered into between the parties. It is understood that said software license fees are for current versions of the Licensed Software described above. Any modifications or additions to the Licensed Software by ACS will be detailed in a separate agreement and charged at ACS' then prevailing rates.

3. **Title.** Licensee has paid no consideration for the use of the trademarks, logos, copyrights, trade names, trade designations, patents, inventions, know-how, or trade secrets, source code, listing(s), procedures, or any parts or executable derivatives thereof, relating, without limitation, to the origin, design, manufacture, programming, translation into foreign languages, and operations of the Licensed Software (collectively, the "Proprietary Rights"), and nothing contained in this Agreement shall give Licensee any interest in any of such Proprietary Rights. The license granted under this Agreement is not a sale of the Licensed Software or any copy thereof. Licensee owns only the diskette, tape, or other media, as appropriate, on which the Software is recorded. Licensee acknowledges that ACS and/or its licensor, if any, own and retain all Proprietary Rights in the Licensed Software and agrees that Licensee will not at any time during or after this Agreement assert or claim any interest in or engage in any act or assistance to any act that (i) may adversely affect the validity or enforceability of any such Proprietary Right(s) or (ii) result in or lead to any infringement thereon. Nor will Licensee remove any copyright or other notice regarding the Proprietary Rights of ACS and/or its Licensor, if any.

4. **Use.** It is understood and agreed that the Licensed Software is being made available to the Licensee for Licensee's sole internal use and/or for governmental operations, that the Licensee shall not disclose to any other person or party the design, specifications or documentation related to the Licensed Software. Licensee will not alter, reverse engineer, decompile, disassemble, copy (except as provided in Paragraph 7), rent, lease, sell, license, electronically distribute (including but not limited to telephone, cable, or broadcast signals), provide without cost, market by interactive cable, remote processing services, micro-mainframe link-ups, or multi-user local area network machines, or otherwise make available to any person or party, the Licensed Software. Licensee will not (and is forbidden by law from) reproducing any components of the Licensed Software. It is expressly understood by Licensee that Licensee may display and use the Licensed Software only as specified in the table set forth in Section 1 above.

5. **Warranty and Limitation of Liability.** Conditional upon payment of the total license fee by Licensee as specified in the Agreement for Professional Services, and for a period of ninety (90) days following the

delivery of the Licensed Software to Licensee, ACS warrants that the software shall be capable of substantially performing the functions described in its related documentation. In the event the Licensed Software does not so conform to its documentation, Licensee agrees to give ACS notice within the warranty period of the particulars of any defect. ACS agrees to use its best efforts to cure any such defect within thirty (30) days from receipt of such notice. The Licensee agrees that ACS is relieved of all responsibility in the event that modifications made by the Licensee to the Licensed Software affect the performance of the Licensed Software adversely.

EXCEPT FOR THE SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO ACS UNDER THE ASSOCIATED AGREEMENT FOR PROFESSIONAL SERVICES, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO ACS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES

6. **Copies.** ACS will furnish Licensee with one (1) copy of the Licensed Software on magnetic media and one (1) copy of the documentation required to operate the Licensed Software. Licensee agrees that the Licensed Software will not be copied without prior written authorization from ACS. In the event a copy of the Licensed Software is made pursuant to the terms hereof, then such copy remains subject to the terms of this Agreement. Licensee agrees to reproduce and include ACS' proprietary, copyright and trade secret notices on any copy, in whole or in part, in any form. Licensee shall not remove any copyright or other proprietary notice of ACS from the Licensed Software.

7. **Technology Escrow.** ACS and Licensee will engage a third party technology and escrow provider. Within 180 days of contract execution, ACS will deposit into escrow, and update at least annually, a complete copy of the then current LandMarc software object code, documentation, and other material necessary to operate the software. Licensee shall be responsible for all costs related to such escrow.

9. **Force Majeure.** ACS will not be responsible for delays in processing, services, deliveries or installation caused by strikes, lockouts, riots, epidemics, war, governmental regulations, fire, communications line failure, power failures, acts of God, or other causes beyond its control. In the event of any such delay, ACS may defer the performance of its obligations hereunder for a period equal to the time of any such delay.

10. **Revocation.** The license granted herein may be revoked by ACS, at its option, upon thirty (30) days written notice to Licensee if Licensee materially breaches any of its obligations hereunder. In such event, all copies of the Licensed Software and any accompanying documentation shall, at Licensee's cost, be immediately returned to ACS or destroyed, as ACS may direct.

11. **Complete Agreement.** This Agreement constitutes the complete and exclusive statement of the Agreement between Licensee and ACS and supersedes all proposals, oral or written and all other communications between the parties relating to the subject matter of this Agreement. Licensee acknowledges that it is not entering into this Agreement on the basis of any representations not made herein.

12. **Governing Law.** This Agreement and any terms and conditions therein shall be governed and interpreted according to the laws of the State of Oregon.

13. **Indemnification.** ACS shall agree to defend, indemnify and hold harmless Marion County, its officers, agents, and employees from damages arising out of the tortious acts of ACS, its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement.

Marion County shall agree to defend, indemnify and hold harmless ACS, its officers, agents, and employees from damages arising out of the tortious acts of Marion County, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, as amended by SB 311 (2009) and the Oregon Constitution, Article XI, Section 7.

14. **Severability.** If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance or rule, and the remaining provisions shall remain in full force and effect.

15. **No Implied Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

16. **Export Laws.** In addition to any other restrictions found in this Agreement, Licensee (including all subdivisions, agents and employees) agrees that it will only export or re-export the Licensed Software technology provided by ACS in accordance with U.S. export control laws and may not export or re-export this software and/or technical data or any direct product of this software or technical data, without proper U.S. government authorization, to destination countries not eligible for exports under license exemption or to persons who are nationals of those countries, as such are set forth in the U.S. export control regulations. This clause shall survive termination of this Agreement.

17. **Confidentiality.** Subject to the Oregon public records laws, the confidentiality provisions set forth in the Agreement for Professional Services shall apply for purposes of this Agreement, and are hereby incorporated herein.

19. **Relationship of Parties.** ACS and Licensee are independent contractors under this Agreement and nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto.

20. **Headings and Language Interpretation.** The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement. The use of the singular or plural form shall include the other form and the use of the masculine, feminine, or neuter gender shall include the other genders.

21. **Notices.** All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand (against receipt); or three (3) days after posting, if sent by registered mail, receipt requested, to the party at the address set forth below:

ACS Enterprise Solutions, LLC
8600 Harry Hines Blvd.
Suite 300
Dallas, TX 75235
Attn: GRM Contracts

County of Marion, Oregon
1115 Commercial St NE
PO Box 14500
Salem OR 97309
Attn: Bill Burgess

with a copy to:

ACS Enterprise Solutions, LLC
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031
Attn: ALG Contracts

22. **Choice of Forum.** The state and federal courts within the State of Oregon, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement, and all such disputes shall be resolved in their entirety in said courts. Licensee hereby expressly consents to (i) the personal jurisdiction of the

state and federal courts within Oregon, and (ii) service of process being effected upon Licensee as provided in the associated Agreement for Professional Services. Licensee further agrees not to contest the enforcement of any decree, judgment, or award of a final judgment from any such court.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT, UNDERSTANDS SAME AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS IN THEIR ENTIRETY.

EXHIBIT "E"

SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

Contractor will provide the following maintenance and software support for the Marion County LandMarc application software. The following modules are included in the LandMarc System:

Cashiering module, scanning module, indexing module, marriage and domestic partner (DDP) module, manual redaction module, and public search module.

Ongoing Maintenance Services

Contractor will perform all on-going support of the entire LandMarc system, including all software modules identified in this agreement, during the term of the contract. Such support shall be performed to the satisfaction of the County.

In the event of downtime determined by Contractor to have been caused by virus contamination of Contractor system or traceable by Contractor to County installed software, the County will restore the system as soon as possible. Contractor will report virus to Marion County Information Technology and will work with IT staff to restore the system to the latest version of the desktop environment.

Support Services

Designated Marion County staff shall submit LandMarc support requests directly to Contractor. If Contractor determines the problem is related to the Marion County environment or equipment, Contractor will contact the Marion County IT Service Desk at (503) 373-4357 with detailed information.

Contractor shall provide to the Marion County IT Department and the Clerk's Office a monthly report of support requests resolved or which remained unresolved during the previous month to include the open date/time, caller, request description, status, resolution date/time, and resolution description.

The Contractor support staff will provide application software support services in the following manner:

1. Contractor Support Line – Toll free telephone support for all software related issues is available from 6:00 AM to 4:00 PM pacific time, Monday through Friday. Contractor personnel are available to address any and all software related issues. All calls are logged into the issue tracking system to ensure satisfactory resolution by dedicated Help Desk Representatives.

Contractor uses the Remedy CRM call management software for call handling procedures for faster response and rapid issue resolution. Support personnel log all calls

that come in and capture each caller's basic information and the area in which a problem is being experienced. This information is instantly available to support technicians' computer screens to allow for quick issue resolution. Contractor shall provide a written issue escalation process.

2. Contractor e-Mail Support via PrimeSupport@Xerox-.com – Contractor will accept e-mail directly to the Help Desk and upon receipt logged into the issue tracking system and forwarded to a dedicated Help Desk representative. Response to an e-mail support message will be completed with a maximum response time of two hours during business hours.

3. Contractor Web Support via Remedy CRM Product – Users can issue support tickets via the web interface on the Internet, track status and resolution on-line.

4. All LandMarc issues shall be reported via designated Marion County Clerk staff. If after initial troubleshooting a potential issue is identified designated Marion County Clerk staff shall contact Contractor directly. If the support request is not Contractor related then designated Marion County Clerk staff shall use the normal Marion County Information Technology support desk to submit a support request. If Marion County IT support staff identifies a potential Contractor application issue, the support request shall be returned to designated Marion County Clerk staff. If Contractor determines that Marion County IT support is required, Contractor shall coordinate the solution resolution with the Marion County support desk.

Installation and Upgrades

Software installed on Marion County owned or leased equipment will be modified only with the authorization of the Marion County IT Department.

All Contractor provided software including updates and releases shall be packaged using an agreed upon methodology compatible with the Marion County IT infrastructure Division, and include documentation containing installation instructions and required application configuration settings.

All server Operating System upgrades will be performed by Marion County IT.

Upgrades will be performed and tested in the test environment. Acceptance testing shall be performed. Upgrades will be moved to production only after a favorable acceptance test.

Installation and configuration of all Contractor application software modules will be performed by Contractor.

Server patching shall be performed on a regular scheduled interval. Server patches shall be applied in the test environment and acceptance testing shall be performed. Desktop patches shall be applied on the same schedule as the rest of the Marion County domain. If the act of applying patches causes an interruption in normal operation the patches will be

backed out and a trouble ticket will be opened with Contractor. Contractor will analyze the situation and provide a solution within 5 business days. Should the solution require longer than 5 days, a plan and a schedule will be provided in lieu of the actual fix

LandMarc application software upgrades are part of the application software maintenance services.

Prior to the release of software into the Marion County production IT environment, Contractor will provide the upgraded software for installation in a test environment and include documentation with release notes detailing the changes made in the new release.

Contractor will notify Marion County IT and Clerk staff of a new version availability.

Training

Contractor will be responsible for the education and training on the entire upgraded Landmarc land records system. The training for V3.7 upgrades could be provided in person or with a WebEx like tool. The education and training will be adapted to the needs the employees to ensure each employee is fully prepared to use the system. Training for LandMarc V3.7 shall include but not limited to: 1 live onsite visit for pre-launch training and one Contractor subject matter expert on-site for at least 3 days during "go live". Contractor will bear the cost for training and is included as part of the Software Maintenance Support agreement.

Contractor will provide 10 user manuals for the LandMarc software, including marriage and domestic partnerships, to the Clerk's staff. The user manual is to be kept to-date by Contractor.

Contractor Remote Access

Remote connectivity to the production server is necessary at times to facilitate troubleshooting. Marion County will host SSL VPN capability to Contractor. Connectivity will be kept configured but disabled until remote connectivity is deemed necessary. Requests for SSL VPN connectivity shall be made through the Marion County Information Technology service desk. At that time the connectivity shall be scheduled for the needed duration.

Contractor troubleshooting for desktops shall be performed through a "WebEx" like connection that shall be provided by the Contractor. Designated Marion County staff will be authorized to allow remote connections with the Contractor in accordance with Marion County Information Technology policy and procedures.

EXHIBIT "F"

BACKUP AND DISASTER RECOVERY AGREEMENT

The county will be responsible for nightly back up of the ACS LandMarc system. Contractor will provide complete instructions on backup and restoring ACS software and data. Contractor will provide assistance to Marion County with backup and restore until an agreed upon process is completed and verified by both parties to meet mutual expectations.

In the case of a server, drive or other system failure:

The County will be responsible for restoring the hardware (server and operating system) and reloading the Clerk's application files (programs), data, and images from the most recent backup into the LandMarc folder structures on the server.

After the server has been restored and all LandMarc programs, data and images are reloaded from backup, ACS will access the system via remote access provided by the County to verify the integrity of the data files, rebuild indices if necessary, work directly with the Clerk's staff to resolve any data errors or inconsistencies, and ensure the LandMarc software application is fully functional. If onsite assistance is required, professional service fees will apply.

Exhibit "G"
INSURANCE REQUIREMENTS
Marion County

During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit G and the contract document, this Exhibit G shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p>WORKERS' COMPENSATION, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p>*Required <input type="checkbox"/> Not required (Contractor has one (Contractor has no Employees Or more employees) Must Provide written statement as such)</p>	<p>This coverage is necessary because the County is self-insured for Workers' Compensation and any claim would affect the County directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees. Such proof may be in the form of a standard ACORD form type certificate of insurance.</p>
<p>PROFESSIONAL LIABILITY INSURANCE WITH A LIMIT, OF NOT LESS THAN \$1,500,000 FOR CLAIMS MADE BASIS.</p> <p><input type="checkbox"/> Required *NOT Required</p>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>The County does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the County or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p>GENERAL LIABILITY insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage and \$2,000,000 general aggregate.</p> <p>*Required <input type="checkbox"/> NOT Required</p> <p><input type="checkbox"/> Waiver request approved by Business Services-Risk Management</p>	<p>This insurance is required unless its deletion is approved by Business Services. Insurance shall include contractual liability coverage and provide by separate written endorsement copy (or blanket additional insured provision endorsement) that Marion County its officials, contract related agents, employees and volunteers, are added as additional insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p>If applicable, Business AUTOMOBILE LIABILITY insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p>*Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury). OR For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this contract will depend on nature of contracted services.)</p> <p><input type="checkbox"/> \$500,000 each accident <input type="checkbox"/> \$1,500,000 each accident</p>	<p>Business Automobile liability coverage is required of a Contractor when it, , or its employees of either will operate vehicles as part of the contract work.</p> <p>Contractor shall name Marion County, its officials, contract related agents , employees and volunteers, as additional insureds, but only with respect to the Contractor's services provided under this contract. Such requirement may also be met through a blanket additional insured provision endorsement with copy attached to the certificate of insurance.</p>
<p>Notice of cancellation or material change. There shall be no cancellation, or material change, or nonrenewal of the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s).</p>	

Certificate of Insurance. Prior to commencing work, the Contractor shall provide a standard ACORD form Certificate evidencing the insurance required by this contract. The certificate shall include Marion County its officials, employees, and volunteers as additional insured where applicable. The Certificate shall state that coverage afforded the County as an Additional Insured shall apply as primary and not excess to any insurance issued the County. Contractor shall be responsible for any deductible that it may carry.

Send the Certificate of Insurance to: Marion County, ATTN: Contracts, 555 Court Street NE, PO BOX 14500 Salem OR 97309

ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY MARION COUNTY RISK MANAGEMENT

EXHIBIT "H"

REPLICATION PROCESS

Landmarc Data Replication Overview

The purpose of Landmarc Data Replication is to copy data from the county into a database used by the Landaccess web server for presenting county data over the web. As a corollary benefit, Landmarc data mirrored to the remote replication server functions as a remote backup of the selected files.

Landmarc Replication is a set of client-server architecture software. Client components operate at the county; server components operate at the remote server. As of this writing, the remote server is located at the ACS data facility in Syracuse, New York.

Client Side

At the county, replication operates generally as follows. Landmarc programs responsible for data input and maintenance create transaction records during their operation. These transactions accumulate locally in a transaction queue on the local office server. This transaction queue is monitored by a dequeuing program called the Client Replication Daemon (CRD). This program connects to the remote server via an internet connection (secure tunnel, etc). Its function is to monitor the transaction queue and to make mirror copies of the Landmarc data at the remote location. When it finds a queued transaction, CRD will:

- copy the indicated data to the mirror at the remote location;
- copy the transaction record to a mirror transaction queue at the remote location;
- log the transaction locally;
- remove the transaction from the local queue.

Server Side

At the remote server, two server programs listen for incoming communication: a third-party File Manager and a Landmarc system program called the Server Command Daemon (SCD). File Manager handles the data copying from the client side; SCD handles commands from the client such as indexing or re-indexing the server (mirror) copies of data. Rarely, File Manager also handles administrative status queries or commands from the client. A Server Replication Daemon (SRD) also executes on the server and monitors the mirrored transaction queue, and per the transactions, inserts/etc. data from the mirrors into the Landaccess database.

Network Communication

Communication between client and remote server may take place over the public internet. However the most usual way to implement the networking between county and remote server is through a tunnel (encrypted) via VPN. The tunnel terminates at the county at a firewall owned and operated either by the county, ACS, or cooperatively. For the three functions mentioned in the previous paragraph, the system uses three different ports: 50502, 50503, and 50504. This is TCP traffic outbound from the county to the remote server over these three ports. Specifically the function of each is

50502 – Data communication (creating mirror data) from county to the remote server. File Manager is the server software listening at this port.

50503 – Data manipulation commands such as indexing. The SCD is the server software listening at this port.

50504 – Administrative status queries or commands. File Manager, again, is the server software listening at this port. Use of this port is extremely rare from counties, but is used continually by ACS staff to monitor performance of File Manager and its connected clients.

These port numbers used were selected to be in compliance with IETF/IANA guidelines for private port usage as described at <http://www.iana.org/assignments/port-numbers>.

Operation

Generally, the Landmarc system programs having data entry or data update functions create transactions for each add, change, or delete of data. These transactions are recorded as records in a transaction queue. Each transaction begins having a “pending” status. When the creating program successfully finishes all data writes or updates, it modifies the transaction status to “complete”. As previously mentioned, a dequeuing program, CRD, monitors this queue and processes the “complete” transactions by copying data to the remote mirror, copying the transaction to the remote, logging the transaction (locally) and removing the transaction from the queue. Note “data” here also includes images

Network connectivity

Should the network connection become unavailable, the CRD will fall into retry logic that will periodically check network availability and reconnect. During this period, transactions will continue to accumulate locally and will be processed by the CRD upon reconnection.

Operating time

Because the CRD keeps certain data tables open and in use, and because this may interfere with some backup utilities, the CRD begins and ends processing at configured times during the day. The process references these times as “wake up” and “go to sleep”. The CRD may be forced manually to start during a “sleep” period or stopped during a “wake” period.

Exception report

Upon wake-up, the CRD will produce an Exception Report for the county staff. This report contains information about errors that occurred at the client (county), transactions remaining “pending” at the client (county), and errors that occurred at the remote server. This error report functions as a kind of “heart-beat” indicator that the replication process is running normally. Therefore the county staff should notify Landmarc Support if the report fails to appear on any business day or if there are errors/pending transaction listed on the report. Most errors and pending transactions will be self-correcting, but nonetheless should be checked.

Remote processing

The remote SRD monitors the remote copy of the transaction queue and processes data from the mirror copies into the Landaccess database. Should the connection to the database become unavailable, the SRD falls into retry logic that attempts to reconnect until data can once again be processed.

EXHIBIT "T"

MINIMUM SYSTEM SPECIFICATIONS

File Server.	Intel 1.80 GHZ Xeon Processor, 2GB Memory, raid 5, 1GB NIC
Workstation	Intel 1.80 GHZ Processor, 512MB, 20GB, 1GB NIC
Preferred brand of computer hardware	Intel X86 Based
Number of servers recommended.	1
Recommended operating system	Microsoft 2003 Server, Microsoft Windows XP Desktops
Hardware configuration	(2) 2.33GHZ QC Processors, 4GB Memory, 1GB NIC
Recommended Server hard drive capacity based on the existing Marion County Database size.	(2) 146GB OS (4) 300GB Application & Data
Recommended hard drives such as number of drives, type of drives, size of drives, type of RAID (or other recommended storage scheme), etc., for the server.	(2) 146GB SAS Raid1 (4) 300GB SAS Raid5
Recommendations for LAN specifications to insure that response times are as quick as possible. Recommended bandwidth from server to the backbone and then to desktop will be necessary to achieve the required response time.	1GB Server to Backbone (1GB) Backbone (1GB) to (1GB) Workstation
Recommended receipt printers.	Axiohm 760 Receipt Printers
Recommended workstations.	MIN: Intel 1.80 GHZ Processor, 512MB, 20GB, 1GB NIC Proposed: E8300 Processor, 2GB, 80GB HD, 1 GB NIC
Recommended scanners	MIN: Fujitsu 5220c2 Model 25ppm/50ipm duplex Proposed: (2) Fujitsu 5650C 57ppm/114 IPM
Recommended Laser printers	MIN: LaserJet 25ppm Black/white Proposed: HP 4015x Up to 52ppm, HP 9050dn up to 50ppm

EXHIBIT "J"

STANDARD LANDMARC REPORTS

Indexing Module	Description
Batch Proof Report	Sight verification / complete record of indexed documents
Missing Number Report	Verify all documents indexed
Daily Reception Report	Detail of recorded documents with D/M/Y totals
Instrument Type Report	Indexed documents list by selected document type(s) and/or name; summary totals
Market Share Report	Indexed documents by selected issue-to name
Index Prints	Full direct and reverse alpha index or numeric index
Cashiering Module	Description
Auditor's Report	Complete record of all cashiering transactions
Control Report	Balance by drawer and / or by user
Fee Amount Report	Totals by recorded document type
Distribution Report	Totals by G/L distribution account
Voided Receipt Rpt	Record of voided receipts
Voided Document Rpt	Record of documents on voided receipts
Account Activity Rpt	Report of charges / payments / voids / adjustments on charge accounts
Charge Account Summary	List of charge accounts with current balances

EXHIBIT “K”

SYSTEM TESTING PROCEDURE

Version 3.6C Suggested Test Procedure

Modules	Functions	Details		
Cashiering	Cashier Documents	Land Documents	Verify Fee Calculation	Verify Reel/Page Assignment
		Marriages	Verify Fee Calculation	
		DDPs	Verify Fee Calculation	
		Non-Document Receipts	Verify Fee Calculation	
	Suspend/Resume	Suspend, Process New Receipt, Resume		
	Receipt Print	Verify Format / Content	Verify Print to correct printer / orientation	
	Target Print	Verify Format / Content	Verify Print to correct printer / orientation	
	Receipt Maintenance	Void receipts w/multiple documents	Verify w/End of Day Reports	
		Void non-document Receipt	Verify w/End of Day Reports	
	Line Item Void	Void one item on a Receipt	Verify w/End of Day Reports	
	End of day reports	Balance out with test receipts	Verify totals, fees, etc	
Indexing	Image Viewing	View and test new pan feature		
		Print Image	Verify Print to correct printer / orientation	
	Name/Property Duplication	Duplicate name only, property only, both,	Sight verify or Batch Proof	
		Duplicate select properties, select names	Sight verify or Batch Proof	
	Batch Proof Report	Verify indexed data		
Scanning	Scan Documents	Various documents of various page counts	Verify quality of image in view / print	
	Redact Images	Redact area of multiple documents	Verify redaction in public search / print	
Search	Current Document Search	By name, by reel/page, by date	Verify results vs current search	
	Filter with Instrument Type	Select one type, select multiple types		
	Print Images		Verify Print to correct printer / orientation	
	Print Current / All		Verify Print to correct printer / orientation	
	Access Tract Indexing via Search results	Update document / save / exit	Verify return to search, verify updated document	

EXHIBIT "L"

TECHNICAL REQUIREMENTS

<u>BACKUPS AND DISASTER RECOVERY</u>	
Standard Disaster recovery solution	Assistance will be provided for software only customers once the data and images have been retrieved from the county backups.
Marion County requires a 24-hour business continuity plan; can the proposed system support work in this type of environment	The LandMarc System is available for use 24 hours with rare exceptions for software updates and system maintenance.

<u>SOFTWARE</u>	
Internet access via Cisco VPN	Supported
Windows 2000 and Windows XP Professional as workstation operating systems	Supported
Internet capability	Public search capability is provided via the internet for use by the public outside the office.
Client pc software requires local admin rights	This is required during the initial setup for registering certain types of drivers to the OS. This may be revoked afterwards but may need to be changed back for specific updates.

<u>CUSTOMIZATION AND INTEGRATION</u>	
Microsoft Office Integration.	Data can be exported from standard reports to MS Excel spreadsheet.
Integrate with external software systems	Data and/or images from the LandMarc system can be exported for use with other systems and data from other systems can be imported into the LandMarc system.

<u>NETWORK INFORMATION</u>	
Microsoft Active Directory integration	Supported
Compatibility with a Cisco Layer 3 switched network	Supported
Compatible with a 100 mb network speed to desktop PCs, but not recommended.	Recommend 1GB network connections to all with the exception of printers
Supported network protocols	DNS, DHCP, TCPIP
Supported network operating systems	MS 2003 Server, Novell 6.x

<u>DATABASE INFORMATION</u>	
Certified database systems	Data for the application is stored in flat ASCII text files accessed via isam and vsam key files.
ODBC compliant	Using an ODBC interface, the data can be accessed using any standard ODBC application.

<u>SCANNER STANDARDS</u>	
ISIS and Twain standards	Supported
Scanner connectivity	USB, SCSI etc..

<u>TEST ENVIRONMENT</u>	
Provide a fully functional test environment for use in training and testing	No additional licensing.