

1 **MASTER AGREEMENT**
2 **FOR CASHIERING SYSTEM SOFTWARE AND SERVICES**
3

4 THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and
5 between the COUNTY OF TULARE, a Political Subdivision of the State of California, hereinafter
6 referred to as "COUNTY", and Systems Innovators a Division of N. HARRIS COMPUTER
7 CORP., a Canadian corporation authorized to do business in the United States of America and
8 the State of California whose address is 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada
9 K2E 8C4, hereinafter referred to as "CONTRACTOR".

10 **RECITALS**

11 Whereas, COUNTY and CONTRACTOR desire to execute this Agreement for purchase of
12 hardware, software license, maintenance, and support for a cashiering system known as iNovah
13 (the System), and

14 Now, therefore, the COUNTY and CONTRACTOR, for good and valuable consideration,
15 do hereby enter into this Agreement which shall specify the terms and conditions by which the
16 COUNTY shall procure the right to use iNovah from the CONTRACTOR.

17 **WITNESSETH:**

18 **I. DOCUMENTS CONSTITUTING AGREEMENT**

19 This Agreement, Schedule A (Description of Software), Schedule B (Implementation Process
20 and Timetable), Schedule C (Fee Structure and Payment Schedule), Schedule D (Support and
21 Maintenance Agreement), Exhibit 1 to Schedule D (Standard Support and Maintenance Services
22 – Standard Guidelines), Schedule E (Scope of Work), Schedule F (Sample Form Change Order),
23 Schedule G (System Software), Schedule H (Hardware), Schedule I (Optional Software Modules)
24 and Schedule J (Insurance) constitute the entire agreement and understanding between
25 COUNTY and CONTRACTOR concerning the subject matter hereof and shall supersede all prior
26 understanding and agreements written or oral relating to its subject matter and shall be
27 cumulatively referred to herein as the "Agreement".

28 **II. DEFINITIONS**

1 Throughout this Agreement, except as otherwise expressly provided, the following words and
2 expressions shall have the following meanings:

3 "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby",
4 "hereunder" and similar expressions mean this Master Agreement for Cashiering System
5 Software and Services, including all of its Schedules and all instruments supplementing,
6 amending or confirming this Agreement. All references to "Articles" or "Sections" mean and
7 refer to the specified Article or Section of this Agreement.

8 "**Change Order**" means any written documentation between the COUNTY and CONTRACTOR
9 evidencing their agreement to change particular aspects of this Agreement.

10 "**Completion of Services**" means that the Software is fully operational and performing in
11 conformity with the specifications set out herein. For purposes of this Agreement, Completion
12 of Services will be deemed to have occurred on the date which the COUNTY accepts the
13 software for use or commences using the Software as its predominate business system,
14 whichever occurs first.

15 "**Designated Computer System**" shall mean the COUNTY'S platform and operating system
16 environment which is operating the Software.

17 "**Documentation**" means user guides, operating manuals, education materials, product
18 descriptions and specifications, technical manuals, supporting materials, and other information
19 relating to the Software or used in conjunction with the Services, whether distributed in print,
20 magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the
21 COUNTY, or (2) the Service is provided to the COUNTY.

22 "**Go-Live**" means the event occurring when the COUNTY first uses the Software as the
23 COUNTY'S predominant Software.

24 "**Source Code**" of the Software means the Software written in programming languages,
25 including all comments and procedural code, such as job control language statements, in a
26 form intelligible to trained programmers and capable of being translated into object code for
27 operation on computer equipment through assembly or compiling, and accompanied by
28 documentation, including flow charts, schematics, statements of principles of operations, and

1 architecture standards, describing the data flows, data structures, and control logic of the
2 Software in sufficient detail to enable a trained programmer through study of such
3 documentation to maintain and/or modify the Software without undue experimentation.

4 **"License"** means the non-exclusive license granted to the COUNTY to configure and install the
5 Software on the COUNTY'S server computer to enable users to access and use the Software.

6 **"Software"** means the program material in machine-readable or interpreted form, and may
7 include, where appropriate, listings of either machine code or source code and related
8 materials, including instructions and documentation provided by CONTRACTOR to COUNTY,
9 including any such programs provided subsequent to this Agreement, and including all copies
10 made by COUNTY. The Software to be provided by CONTRACTOR at the inception of this
11 Agreement is identified on the attached Schedule A.

12 **"Travel Expenses"** as defined in the Tulare County Administrative Regulation #1 (Schedule
13 K).

14 **"Warranty Period"** means a period of 90 days from the date of Delivery of the Software as
15 mutually determined per Schedule B, during which time the CONTRACTOR shall correct any
16 errors or malfunctions reported in writing to the CONTRACTOR by the COUNTY.

17 **III. OBLIGATIONS OF THE CONTRACTOR**

18 The CONTRACTOR wishes to (a) grant the COUNTY a license to utilize the Software,
19 and (b) provide the Services to the COUNTY, all upon the terms and conditions set out in this
20 Agreement.

21 **A. Grant of Licenses**

22 1. Subject to the terms and conditions of this Agreement, the CONTRACTOR
23 hereby grants to the COUNTY a personal, non-exclusive, non-transferable right and license to
24 use the Software on the Designated Computer System (the "License").

25 2. Any Software furnished by CONTRACTOR in machine-readable form may be
26 copied in whole or in part by COUNTY for use on the Designated Computer System. COUNTY
27 agrees that the original copy of all Software furnished by CONTRACTOR and all copies thereof
28 made by COUNTY are and at all times remain the sole property of CONTRACTOR.

1 3. Any License granted under this Agreement permits the COUNTY to: (i) use the
2 Software for its municipal and corporate purposes including, but not limited to, performing
3 testing, disaster recovery, disaster testing, training, archival and backup as the COUNTY
4 deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating
5 and using training materials relating to the Software, which training materials may include flow
6 diagrams, system operation schematics, or screen prints from operation of the Software.
7 Access to and use of the Software by independent contractors of the COUNTY shall be
8 considered authorized use under this Section so long as any such independent contractors are
9 bound by obligations of confidentiality.

10 **B. Term of License**

11 1. The License granted herein commences on the date of this Agreement and is of
12 indefinite duration unless terminated pursuant to the terms hereof.

13 **C. Restrictions on Use**

14 1. Except as expressly provided herein, the COUNTY may not give away, rent, lease
15 or otherwise sell, sublicense, distribute or transfer the License granted under this Agreement
16 without the prior written consent of CONTRACTOR.

17 2. CONTRACTOR requires a separate License for each computer system or
18 environment into which the Software or any portion thereof is read in machine-readable form for
19 operation on such system or environment in a production environment. In addition each
20 License permits the COUNTY to use the Software in (1) a test environment, training
21 environment and (2) on a back-up or disaster recovery system.

22 3. Within thirty (30) days after discontinuance or termination of the License for any
23 reason, COUNTY shall deliver to CONTRACTOR the Software and all copies thereof in
24 whichever form, including partial copies which may have been modified by COUNTY or
25 CONTRACTOR. Alternatively, the Software and other related materials may be disposed in
26 accordance with written instructions from CONTRACTOR. Upon prior written authorization
27 from CONTRACTOR, COUNTY will be permitted for a specific period after the termination of
28 the License to retain one copy of certain materials for record purposes.

1 4. The Software and related materials supplied by CONTRACTOR are protected by
2 copyright and trademark laws. Title, ownership rights and intellectual property rights in the
3 Software and related materials supplied by CONTRACTOR remain with CONTRACTOR. Use
4 of the Software and related materials supplied by CONTRACTOR is subject to the applicable
5 copyright laws and the express rights and restrictions of this Agreement. Any rights not
6 expressly granted herein are reserved. COUNTY may not remove any copyright, trademark or
7 other proprietary notices from the Software and related materials supplied by CONTRACTOR.

8 **D. Derivation, Modification and Copyright**

9 1. The COUNTY agrees that it will not attempt to derive, or permit or help others to
10 derive the Source Code relating to the Software or attempt to otherwise convert or alter the
11 Software into human readable code. The COUNTY further agrees that it will not attempt to
12 duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
13 The COUNTY shall have no right to modify any of the Software supplied by the CONTRACTOR
14 for COUNTY'S use under this Agreement without the prior written approval and direction of the
15 CONTRACTOR.

16 2. The COUNTY agrees that it will not, except as otherwise expressly provided in
17 this Agreement or except as dictated by COUNTY'S standard computer system's backup
18 procedures and/or test environments, make or allow others to make copies or reproductions of
19 the Software or other proprietary information in any form. The COUNTY agrees that it will not
20 copy or otherwise reproduce the Software and that any additional copies as are reasonably
21 necessary for the use of the Software shall be provided to the COUNTY through the issuance
22 of additional Licenses at the CONTRACTOR'S then current charges.

23 3. The COUNTY may duplicate Documentation, at no additional charge, for the
24 COUNTY'S use so long as all required proprietary markings are retained on all duplicated
25 copies.

26 **E. Ownership of Software and Confidential Information**

27 1. The COUNTY acknowledges that the Software contains proprietary and
28 confidential information of the CONTRACTOR which shall, at all times, remain the property of

1 the CONTRACTOR. Through the grant of licenses pursuant to Section III.A, the COUNTY is
2 only entitled to use of the Software in accordance with the terms of this Agreement.

3 2. The COUNTY will ensure that the Universal Copyright Convention symbol and
4 other copyright and proprietary notices of the CONTRACTOR will remain on the Software in
5 machine-readable form. The COUNTY will take the same care to safeguard the Software as it
6 takes to safeguard its own confidential information. No third party, other than duly authorized
7 agents or employees of the COUNTY authorized pursuant to the Licenses issued hereunder,
8 shall have access to or use of the Software.

9 In order to assist the CONTRACTOR with the protection of its proprietary rights with respect to
10 the Software and to enable the CONTRACTOR to ensure that the COUNTY is complying with
11 its obligations with respect to the proprietary nature and confidentiality of the Software, the
12 COUNTY shall permit the CONTRACTOR to visit during normal business hours any premises
13 at which the Software is used and shall provide the CONTRACTOR with access to such
14 Software.

15 **F. Provision of Source Code**

16 1. The COUNTY'S ability to utilize the Software will be seriously jeopardized if the
17 CONTRACTOR fails to maintain or support such Software unless complete Source Code for
18 the Software and related Documentation is made available to the COUNTY for the COUNTY'S
19 use in satisfying the COUNTY'S maintenance and support requirements. Therefore, the
20 CONTRACTOR agrees that if an "Event of Default" occurs, then the CONTRACTOR shall
21 promptly provide to the COUNTY one copy of the most current version of the Source Code for
22 the affected Software and associated Documentation.

23 2. An Event of Default shall be deemed to have occurred if the CONTRACTOR: (1)
24 ceases to market or make available maintenance or support Services for the Software during a
25 period in which the COUNTY is entitled to receive or to purchase, or is receiving or purchasing,
26 such maintenance and support and the CONTRACTOR has not promptly cured such failure
27 despite the COUNTY'S demand that the CONTRACTOR make available or perform such
28 maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of

1 creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business
2 operations generally or (4) has transferred all or substantially all of its assets or obligations set
3 forth in this Agreement to a third party which has not assumed all of the obligations of the
4 CONTRACTOR set forth in this Agreement.

5 3. The CONTRACTOR will promptly and continuously update and supplement the
6 Source Code as necessary with all corrections, improvements, updates, releases, or other
7 changes developed for the Software and Documentation. Such Source Code shall be in a form
8 suitable for reproduction and use by computer and photocopy equipment, and shall consist of a
9 full source language statement of the program or programs comprising the Software and
10 available program maintenance documentation to allow a reasonably skilled programmer to
11 access the Software without the assistance of the CONTRACTOR.

12 4. If, as a result of an Event of Default, the CONTRACTOR fails to provide required
13 support services, then any periodic license fee which the COUNTY is required to pay under this
14 Agreement for Software shall be reduced to reflect such lack of support services. At such time
15 as the CONTRACTOR commences offering the support services described in this Agreement
16 for Software, the COUNTY may obtain such support Services as provided for elsewhere in this
17 Agreement.

18 **G. Ownership and Disposition of Documents**

19 1. The COUNTY shall be the exclusive owner of all materials and documents which
20 were developed or prepared by the CONTRACTOR specifically for the COUNTY pursuant to
21 this Agreement. All materials and documents which were developed or prepared by the
22 CONTRACTOR for general use and which are not the copyright of any other party or publicly
23 available, including educational materials, the Software and any other computer applications,
24 shall continue to be the property of the CONTRACTOR.

25 **H. Hardware**

26 1. COUNTY agrees to purchase from CONTRACTOR and CONTRACTOR agrees
27 to sell to COUNTY, the hardware listed on the attached Schedule H, for the purchase prices
28 listed in said Schedule. CONTRACTOR shall arrange for the delivery of the Hardware, and

1 COUNTY shall pay for the transportation charges incurred by CONTRACTOR in connection
2 with the delivery of the Hardware. Delivery of the Hardware shall be F.O.B. point of destination,
3 provided that COUNTY shall pay for the shipping charges. All risk of loss and risk of damage to
4 the Hardware will pass to COUNTY upon delivery to COUNTY'S specified location.

5 2. Upon delivery of the Hardware to COUNTY, CONTRACTOR shall invoice
6 COUNTY for the Hardware, and COUNTY shall pay for the same within forty-five (45) days.
7 CONTRACTOR hereby reserves a purchase money security interest in all Hardware delivered
8 to COUNTY in accordance with this Agreement until payment in full is received for all Hardware
9 delivered to COUNTY, and for that purpose, this Agreement shall be a security agreement.
10 COUNTY authorizes CONTRACTOR or its agent to file the necessary financing statements to
11 perfect CONTRACTOR'S interest. Additionally, CONTRACTOR may file this Agreement or a
12 copy of this Agreement with such public filing offices as are necessary in CONTRACTOR'S
13 discretion.

14 3. CONTRACTOR and/or the Hardware manufacturer(s) will provide COUNTY with
15 one copy of the then current user documentation for use with the Hardware ordered and the
16 environmental specifications for the equipment, where applicable.

17 4. Except as otherwise provided in this Agreement, COUNTY shall be responsible
18 for the installation of the Hardware at COUNTY'S location. If COUNTY desires CONTRACTOR
19 to perform any installation not described in this Agreement, CONTRACTOR and COUNTY shall
20 follow the procedures set out in this Agreement.

21 **I. The CONTRACTOR'S Services**

22 In order to achieve the Completion of Services, the CONTRACTOR agrees, subject to
23 the terms and conditions of this Agreement, to perform the following services (the "Services")
24 for the COUNTY:

25 1. Oversee and implement the conversion from the COUNTY'S existing software
26 applications to the CONTRACTOR'S Software substantially in accordance with the timetable
27 attached hereto as Schedule B.

28 2. Install the Software, perform necessary set up and configuration operations,

1 perform initial testing and parallel testing in accordance with the timetable attached hereto as
2 Schedule B.

3 3. Provide the training substantially in accordance with the timetable attached hereto
4 as Schedule B. CONTRACTOR recommends a maximum of eight (8) people in each training
5 class for optimal training. In any training class exceeding eight (8) people, COUNTY may be
6 assessed an additional charge for additional instructors.

7 4. COUNTY is required to make copies of the training manuals required for the
8 training classes either by photocopy or electronic duplication each of which is subject to the
9 restrictions and obligations contained in this Agreement. On-line reference documentation is
10 delivered with each release. COUNTY may print this documentation solely for its internal use.

11 5. Cancellation of any on-site Services by COUNTY is allowed for any reason if
12 done in writing more than fourteen (14) days in advance of such Services. Cancellation by
13 COUNTY with fourteen (14) days or less of scheduled on-site Services will be billed at fifty
14 percent (50%) of the on-site fee, plus any non-recoverable costs incurred by CONTRACTOR
15 due to advance scheduling of travel. Additionally, COUNTY hereby acknowledges that
16 cancellation of on-site Services means that such on-site Services will be rescheduled as
17 CONTRACTOR'S then current schedule permits. CONTRACTOR is not responsible for any
18 delay in COUNTY'S project resulting from COUNTY'S cancellation of training. If upon
19 CONTRACTOR'S arrival, the COUNTY has not completed the assigned tasks for such visit by
20 the CONTRACTOR, then the COUNTY will be billed 100% of the on-site fee and scheduled on-
21 site services can be cancelled by the CONTRACTOR. If additional services are required
22 because the COUNTY was not adequately prepared, CONTRACTOR will provide a Change
23 Order to the COUNTY for the additional services.

24 **J. Performance by CONTRACTOR**

25 1. The CONTRACTOR shall perform the Services in an efficient, competent and
26 timely manner and exercise reasonable care, skill and diligence in the performance thereof.

27 2. The CONTRACTOR shall determine in its sole discretion the manner and means
28 by which the Services shall be performed, with due consideration of adequate knowledge

1 transfer to the COUNTY personnel. The CONTRACTOR will communicate openly with the
2 COUNTY on its methodology, manner and means.

3 3. The Services shall be performed with the COUNTY'S full co-operation, on the
4 premises of the COUNTY or, if agreed to by both parties, at an alternative location. The
5 CONTRACTOR agrees, while working on the COUNTY'S premises, to observe the COUNTY'S
6 rules and policies relating to the security thereof, access to or use of all or part of the
7 COUNTY'S premises and any of the COUNTY'S property, including proprietary or confidential
8 information.

9 4. The CONTRACTOR shall respond expeditiously to any inquiries pertaining to this
10 Agreement from the COUNTY.

11 **K. Additional CONTRACTOR Obligations**

12 1. The application must run on an operating system that is consistently and currently
13 supported by the CONTRACTOR. Unsupported operating systems will not be implemented on
14 the COUNTY'S production network. The timing for support for newer OS versions and OS
15 upgrades will be determined at the sole discretion of the CONTRACTOR.

16 2. The COUNTY will apply patches to both the operating system and security
17 subsystems as releases are available. The application is expected to perform in this
18 environment. Should the patches cause an issue with the application, the CONTRACTOR will
19 respond according to defined Support and Maintenance procedures based on severity and
20 impact of the patch. The COUNTY acknowledges that in some instances a patch may need to
21 be backed out if the patch causes significant issues and a fix cannot be delivered in a timely
22 manner .

23 3. The COUNTY will actively run anti-virus management on all application servers
24 where appropriate. The application is expected to perform adequately while anti-virus
25 management is active. The COUNTY will exclude specific application and/or program
26 directories defined by the Contractor to ensure performance of the system.

27 4. The COUNTY utilizes a backup and recovery system maintained by Tulare
28 County. It is expected that the application will run harmoniously with the County's backup

1 system. The COUNTY is responsible for backup and recovery software and procedures.

2 5. The COUNTY runs a variety of proactive monitoring tools to ascertain the health
3 and performance of the application server, associated network connections, power, etc. It is
4 expected that the application will run while these monitoring tools are enabled. The COUNTY
5 is responsible for backup monitoring tools and impacts, if any.

6 6. All application services must run as a true Service and not require a user to be
7 logged-in at a console. The application must not require the users to have administrative rights
8 on the servers. The County will enable appropriate administration rights and privileges for IT
9 staff to install and upgrade the cashiering workstation software components automatically upon
10 login.

11 **IV. OBLIGATIONS OF THE COUNTY**

12 The COUNTY wishes to (a) acquire a license to utilize the Software, and (b) retain the
13 CONTRACTOR to perform the Services (as defined herein), including the support and
14 maintenance services outlined in Schedule "D".

15 **A. Performance by COUNTY**

16 1. The COUNTY acknowledges that the success and timeliness of the
17 implementation process shall require the active participation and collaboration of the COUNTY
18 and its staff and agrees to act reasonably and co-operate fully with the CONTRACTOR to
19 achieve the Completion of Services.

20 2. The COUNTY acknowledges that the use of the Software requires that the
21 COUNTY obtain and install additional required software programs (the "Required Programs"),
22 as detailed in the attached Schedule A, and the COUNTY agrees that the acquisition of the
23 Required Programs shall be at its sole cost and that the cost thereof is not included in the fees
24 herein. The COUNTY further acknowledges that the operation of the Software requires the
25 COUNTY'S hardware to be of sufficient quality, condition and repair, and the COUNTY agrees
26 to maintain its hardware in the appropriate quality, condition and repair at its sole cost and
27 expense, in order to facilitate the achievement of Completion of Services.

28 3. The COUNTY shall appoint a project manager (the "Project Manager") who shall

1 work closely with the CONTRACTOR to facilitate the successful completion of the
2 implementation process and who shall be responsible for supervising the staff of the COUNTY
3 and their co-operation with and participation in such process.

4 **B. Additional COUNTY Obligations**

5 1. COUNTY shall install all corrections and maintenance releases within a
6 reasonable period of time of COUNTY'S notification of their availability. All application updates
7 must be presented to Change Management prior to being installed in the production
8 environment. However, any fix or correction designated as "critical" by CONTRACTOR shall be
9 implemented by COUNTY within thirty (30) days of notification to the COUNTY by
10 CONTRACTOR of its availability. COUNTY shall notify CONTRACTOR of suspected defects in
11 any of the Software supplied by CONTRACTOR. COUNTY shall provide, upon
12 CONTRACTOR request, additional data deemed necessary or desirable by CONTRACTOR to
13 reproduce the environment in which such defect occurred.

14 2. COUNTY shall allow the use of online diagnostics on the Software supplied by
15 CONTRACTOR to COUNTY, if required by CONTRACTOR during problem diagnosis.
16 COUNTY shall provide to CONTRACTOR, at COUNTY'S expense, access to the Designated
17 Computer System via a secured virtual private networking client (VPN). The CONTRACTOR
18 must contact the COUNTY'S IT Security department to have access enabled prior to
19 connecting to the application for support.

20 3. The COUNTY will provide an account with administrative rights for the
21 CONTRACTOR at an appropriate security level.

22 4. The COUNTY will provide an account with appropriate administrative rights to
23 administer the application. That account password is expected to periodically expire.

24 5. COUNTY shall ensure that its personnel are, at relevant stages of the project,
25 educated and trained in the proper use of the Software in accordance with applicable
26 CONTRACTOR manuals and instructions. If COUNTY'S personnel are not properly trained as
27 mutually determined by CONTRACTOR and COUNTY, COUNTY agrees that such personnel
28 will be trained by CONTRACTOR or COUNTY within thirty (30) days of determination. If

1 COUNTY desires CONTRACTOR to perform the required training then CONTRACTOR shall
2 be compensated in accordance with this Agreement.

3 6. COUNTY shall establish proper backup procedures necessary to replace critical
4 COUNTY data in the event of loss or damage to such data from any cause. COUNTY shall
5 provide CONTRACTOR with access to qualified functional or technical personnel to aid in
6 diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

7 7. COUNTY shall have the sole responsibility for:

8 (a) the performance of any tests it deems necessary prior to the use of the
9 Software.

10 (b) assuring proper Designated Computer System installation, configuration,
11 verification, audit controls and operating methods.

12 (c) implementing proper procedures to assure security and accuracy of input and
13 output and restart and recovery in the event of malfunction.

14 (d) timely upgrade and keeping current all third party license releases and/or
15 Software products to meet the requirements of the CONTRACTOR Software.

16 **V. TERM**

17 This Agreement shall become effective on the date first written above for a three
18 year period. This Agreement may be extended for two (2) one year periods upon written consent
19 of both parties.

20 **VI. TERMINATION**

21 **A. Non-Allocation of Funds**

22 The terms of this Agreement, and the services to be provided thereunder, are contingent
23 on the approval of funds by the appropriating government agency. Should sufficient funds not be
24 allocated, the services provided may be modified, or this Agreement terminated, at any time by
25 giving the CONTRACTOR thirty (30) days advance written notice. Upon termination under this
26 section, CONTRACTOR shall be compensated for deliverables and services rendered through
27 and up to the effective date of termination in accordance with the contract rates.

28 **B. Breach of Contract**

1 The COUNTY shall issue a written notice of default to the CONTRACTOR ("Default
2 Notice"), where in the determination of the COUNTY there is:

- 3 1) An illegal or improper use of funds;
- 4 2) A failure to comply with any term of this Agreement;
- 5 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 6 4) Improperly performed service.

7 Upon receipt of a Default Notice, the CONTRACTOR must correct the default at no
8 additional cost to the COUNTY. If the CONTRACTOR fails to correct the default within thirty (30)
9 days following receipt of a Default Notice, the COUNTY may, at its option, immediately suspend or
10 terminate this agreement in whole or in part. In the event of such termination, the
11 CONTRACTOR shall be compensated for deliverables and services satisfactorily performed
12 through and up to the effective date of such termination in accordance with the contract rates. In
13 no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of
14 this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither
15 shall such payment impair or prejudice any remedy available to the COUNTY with respect to the
16 breach or default

17 **C. Without Cause**

18 Under circumstances other than those set forth above, this Agreement may be
19 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to
20 terminate to CONTRACTOR. Upon termination under this section, CONTRACTOR shall be
21 compensated for deliverables and services rendered through and up to the effective date of
22 termination in accordance with the contract rates.

23 **VII. COMPENSATION/INVOICING:**

24 COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
25 compensation as follows:

- 26 1. \$143,000 for the purchase, installation, and the first year of maintenance of the
27 System according to Schedule C.
- 28 2. Per year for annual support of the System as set forth in Section VII.A.1.

1 3. It is understood that any additional expenses incidental to CONTRACTOR'S
2 performance of services under this Agreement shall be borne by CONTRACTOR.

3 4. In no event shall services performed under this Agreement be in excess of
4 \$200,000 during the first year of this Agreement.

5 **A. Invoicing and payment**

6 1. The CONTRACTOR shall invoice COUNTY for support and maintenance fees for
7 Hardware maintenance and Software support services on an annual basis. The annual
8 Software Support and Maintenance coverage period will commence on the earlier of 180 days
9 from contract execution or the date of delivery and installation of the system. Hardware Support
10 shall commence upon the delivery and receipt of hardware by the COUNTY. CONTRACTOR
11 may increase Annual Support and Maintenance Fees upon thirty (30) days written notice to
12 COUNTY provided CONTRACTOR shall not increase such fees more than once in any one
13 year period, and provided further that each increase will not exceed the previous fees by the
14 cumulative percentage increase of 5%.

15 2. Invoices shall be submitted to the County of Tulare, Treasurer-Tax Collector, 221 S
16 Mooney Blvd Rm 103E, Tulare, CA 93291. Payment shall be mailed within forty-five (45) days
17 after receipt of invoice by COUNTY or the COUNTY shall provide written notice to
18 CONTRACTOR identifying why the invoice is not approved.

19 **VIII. INDEPENDENT CONTRACTOR**

20 In performance of the work, duties and obligations assumed by CONTRACTOR under this
21 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
22 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
23 independent contractor, and shall act in an independent capacity and not as an officer, agent,
24 servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY
25 shall have no right to control or supervise or direct the manner or method by which
26 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to
27 administer this Agreement so as to verify that CONTRACTOR is performing its obligations in
28 accordance with the terms and conditions thereof.

1 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
2 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
3 subject thereof. Because of its status as an independent contractor, CONTRACTOR shall have
4 absolutely no right to employment rights and benefits available to COUNTY employees.
5 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
6 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
7 responsible and save COUNTY harmless from all matters relating to payment of
8 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
9 regulations governing such matters. It is acknowledged that during the term of this Agreement,
10 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
11 Agreement.

12 **IX. MODIFICATION**

13 Any matters of this Agreement may be modified from time to time by the written consent of
14 all the parties without, in any way, affecting the remainder.

15 **X. NON-ASSIGNMENT**

16 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
17 under this Agreement without the prior written consent of the other party.

18 **XI. HOLD HARMLESS**

19 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
20 defend the COUNTY, its officers, agents, and employees from any and all costs and
21 expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in
22 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents,
23 or employees under this Agreement, and from any and all costs and expenses, damages,
24 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may
25 be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its
26 officers, agents, or employees under this Agreement. Contractor shall not be responsible
27 for any damages or liability to the extent that such damages or liability results from the
28 negligence or willful misconduct of COUNTY, its officers, officials, agents and employees.

1
2 **XII. INSURANCE**

3 **A.** Prior to approval of this Agreement by the COUNTY, CONTRACTOR shall file with the
4 submitting department evidence of required insurance as set forth in Schedule J attached.
5 Insurance policies shall not be used to limit CONTRACTOR's liability or to limit the
6 indemnification provisions and requirements of this contract or act in any way to reduce the
7 policy coverage and limits available from the insurer(s).

8
9 **XIII. REMEDIES AND LIABILITIES**

10 EXCEPT FOR DAMAGES ARISING OUT OF THE CONTRACTOR'S INTENTIONAL
11 MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH
12 PARTIES AGREE THAT THE CONTRACTOR'S LIABILITY (UNDER BREACH OF
13 CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY
14 DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAYABLE
15 TO THE CONTRACTOR AS PROVIDED FOR HEREIN.

16 IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR
17 CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY
18 KIND INCLUDING LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN
19 ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES. THIS
20 LIMITATION SHALL APPLY TO ALL CLAIMS WHETHER UNDER THEORY OF CONTRACT,
21 TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

22 **XIV. AUDITS AND INSPECTIONS**

23 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
24 may deem necessary, make available to the COUNTY for examination all of its records and data
25 with respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request
26 by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary
27 to ensure CONTRACTOR'S compliance with the terms of this Agreement.

28 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be

1 subject to the examination and audit of the Auditor General for a period of three (3) years after
2 final payment under contract (Government Code Section 8546.7).

3 **XV. NOTICES**

4 The persons and their addresses having authority to give and receive notices under this
5 Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF TULARE	N. Harris Computer Corporation
Rita Woodard	Systems Innovators
Auditor-Controller/Treasurer-	10550 Deerwood Park Blvd, Suite 700
Tax Collector	Jacksonville, FL 32256
221 S Mooney Blvd Rm 103E	Attn: Jim Simak, General Manager
Visalia CA 93292	

10 Any and all notices between the COUNTY and the CONTRACTOR provided
11 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
12 served when personally delivered to one of the parties, or in lieu of such personal services, when
13 deposited in the United States Mail, postage prepaid, addressed to such party.

14 **XVI. GOVERNING LAW**

15 This Agreement shall be interpreted and governed under the laws of the State of
16 California without reference to California conflicts of law principles. The parties agree that this
17 contract is made in and shall be performed in Tulare County, California.

18 **XVII. ENTIRE AGREEMENT**

19 This Agreement constitutes the entire agreement between the CONTRACTOR and
20 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
21 negotiations, proposals, commitments, writings, advertisements, publications, and understanding
22 of any nature whatsoever unless expressly included in this Agreement.

23 //
24 //
25 //
26 //
27 //
28 //

1 THE PARTIES, having read and considered the above provisions, indicate their
2 agreement by their authorized signatures below

3
4 **COUNTY OF TULARE**

5 Date: _____ BY _____
6 Chairman, Board of Supervisors

7 ATTEST: JEAN M. ROUSSEAU
8 County Administrative Officer/Clerk of the Board
9 of Supervisors of the County of Tulare

10
11 By _____
12 Deputy Clerk

13 **CONTRACTOR**

14 Date: 6/10/2011 By _____

15 TITLE JIM SIMAK, GM.

16 Date: 6/10/2011 By _____

17 TITLE JERRY SUMNER, VP PROFESSIONAL SERVICES

18 Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the
19 president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the
20 contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

21 Approved as to Form
22 County Counsel

23 By _____
24 Deputy

25 Date _____

Schedule A

Fees for Services

Services and associated Fees for Services shall be fixed price and based on best estimates of the number of hours of work required by subcontractor as defined by a Services Order following scope assessment and project planning with the County. A Service Order shall be completed and agreed to by both parties prior to any start of work by or commitment for payment to Contractor.

Schedule "A"
Description of Software

Included Programs (provided by "CONTRACTOR")

- iNovah Enterprise License – 100,000 annual receipt volume
- iNovah Check21 ICL Generator Module

Required Programs (provided by "COUNTY")

- Microsoft Windows 2008 Server, Server 2008 recommended for the iNovah web application and database server
- Microsoft SQL Server 2008 SP1 R2 for the iNovah Consolidated Database
- Microsoft Windows XP Professional or Windows7 operating systems for the iNovah client workstations
- Microsoft Windows Internet Explorer 8 for the iNovah client workstations
- Appropriate network software for TCP/IP network connectivity between all iNovah servers and workstations
- Appropriate VPN or Remote Access Software for access by System Innovators personnel

Schedule "B"

Implementation Process and Timetable

I. COMPLETION OF SERVICES – GLOBAL TIMETABLE

1. Project Commencement Date: July 2011
2. Estimated Project Completion Date: October 2011
3. Project Duration: 120 days from Project Start
4. Contractor's Project Manager: Jeff Sumner
5. County's Project Manager: Hiley Wallis

II. COMPLETION OF SERVICES – KEY PHASE TIMETABLES

Tasks / MILESTONES	Start Date	End Date
RECEIVE NOTICE TO PROCEED (PO)	<u>June 13</u>	<u>June 17</u>
Project Planning – Project Start	<u>July 5</u>	<u>July 8</u>
System Overview Training	<u>July 12</u>	<u>July 12</u>
Assessment Meeting	<u>July 13</u>	<u>July 14</u>
Document/Review Functional Requirements	<u>July 18</u>	<u>Aug 5</u>
System Training	<u>Aug 2</u>	<u>Aug 3</u>
Review Functional Requirements	<u>Aug 8</u>	<u>Aug 10</u>
Software Tailoring and Configuration	<u>Aug 8</u>	<u>Sept 9</u>
Interface Development	<u>Aug 8</u>	<u>Sept 9</u>
Document Acceptance Test Plan	<u>Aug 22</u>	<u>Sept 9</u>
On Site Installation and Delivery (Support commences)	<u>Sept 13</u>	<u>Sept 14</u>
Testing Support	<u>Sept 13</u>	<u>Oct 21</u>
Production Site Installation	<u>Oct 10</u>	<u>Oct 12</u>
End-User Training	<u>Oct 25</u>	<u>Oct 26</u>
Production Support	<u>Oct 27</u>	<u>Oct 28</u>
Implementation Complete	<u>Oct 29</u>	<u>Oct 28</u>

The detailed project schedule will be mutually agreed to by both parties following the initial assessment meeting(s). The parties acknowledge that the project is expected to take a maximum of no more than 4 months in duration from contract execution and/or notice to proceed.

JW

Schedule "C"

Fee Structure and Payment Schedule

Note: Fees for Services listed below are based on best estimates of the number of hours of work required to complete the Services outlined on Schedule "B" to this Agreement. Accordingly, the total of such fees will increase or decrease as the number of actual hours worked is greater than or less than such estimates.

Fee Structure:

Application Software & Services

QTY	Component Description	Component Investment	Investment Total
iNovah™ LICENSE AND SOFTWARE			\$72,250
	iNovah Enterprise License ⁽¹⁾⁽²⁾⁽³⁾		
1	100,000 Annual Receipts, Unlimited Users, Unlimited Workstations	29,000	
1	iNovah Payment Gateway - Paymentus	7,500	
1	Check21 Module - Interface to Union Bank	7,500	
	<i>Batch Interfaces⁽⁴⁾</i>		
1	PIMS (Tax System) - Import	4,750	
1	PIMS (Tax System) - Export	INC	
1	CGI Advantage (General Ledger) - End of Day Summary Payment Export	4,750	
1	Union Bank Lock Box – Import	4,750	
iNovah™ Consulting, Development, Training and Travel			\$72,250
	<i>Installation and Training Package⁽⁵⁾⁽⁶⁾</i>		
120	Project Management	18,000	
40	Software Installation and Database Configuration	6,000	
64	Business Process Analysis, Requirements Assessment and Documentation	9,600	
56	Business Rule Configuration (payments, tenders, forms, receipts, etc.)	8,400	
40	Business Logic Customization/Modification and Report/Query Development	6,000	
24	Onsite End User & Administrative Training (per Scope of Work)	3,600	
40	Unit and System Testing	6,000	
16	Rollout & Go-Live Support	2,400	
8	Travel & Accommodations Package (# person-trips @ \$1,500/trip) ⁽⁷⁾	12,000	
iNovah Application License, Services & Travel Investment:			\$130,250

* "Travel Expenses" as defined in the Tulare County Administrative Regulation #1 (Schedule K).

Software Support & Maintenance

QTY	Component Description	Component Investment	Investment Total
iNovah™ ANNUAL SUPPORT & MAINTENANCE			
	iNovah Support & Maintenance		\$10,150
1	Base iNovah Product and Updates	5,800	
1	Check21 Module - Interface to Union Bank	1,500	
1	iNovah payment Gateway module	1,650	
4	Batch interfaces (custom import and exports, FTP updates, etc.)	3,800	
	iNovah Annual Application Support & Maintenance Investment:		\$12,750

Application Hardware & Peripherals

QTY	Component Description	Component Investment	Investment Total
iNovah™ PERIPHERAL HARDWARE			
8	Cognitive/TPG A776 USB/Serial Receipt/Slip/ Printer - USB	510	\$ 4,080
12	Canon CR-55 Imager with OCR and MICR - USB	757	9,084
8	ID Tech Mag Stripe Reader - USB	55	440
1	Freight F.O.B. Destination (estimate)	150	150
	iNovah™ Peripheral Hardware Total:		\$13,754

Hardware Support

QTY	Component Description	Component Investment	Investment Total
THREE YEAR HARDWARE SUPPORT			
8	Cognitive/TPG A776 Printer 3-Year Support	299	\$2,392
12	Canon CR-55 Imager CAREPak 3-Year Support	455	5,460
	iNovah™ Hardware Support Total:		\$7,852

Payment Schedule:

A. License Fees:

- 1. On execution of this Agreement: (50% of Software fees).....\$29,125
- 2. On completion of Delivery and Installation:(50% of Software fees)\$29,125

B. Consulting, Travel and Training Fees:

- 3. Invoiced monthly through the completion of the project\$72,000

C. Hardware Fees:

- 4. Invoiced upon delivery FOB (net 30)\$21,606

D. Annual Support and Maintenance Fee (Invoiced Upon Installation)\$12,750

iNovah Software Support and Maintenance Schedule	Annual Fee
Year 2 Annual support and maintenance	\$13,388
Year 3 Annual support and maintenance	\$14,057
Year 4 Annual support and maintenance	\$14,760
Year 5 Annual support and maintenance	\$15,498

E. Third Party Fees (Optional Escrow Fee if elected by County).....\$1,000

F. Other Fees (Invoiced on Delivery)\$0

JTB

Schedule "D"

Support and Maintenance Agreement

This support and maintenance agreement (the "Support and Maintenance Agreement") between Contractor and County becomes effective the earlier of (120) days from the date of signing of the Software License, Implementation and Support and Maintenance Agreement or the date which represents the delivery and installation of Software.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Contractor shall provide support and maintenance services which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Contractor shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Contractor, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Contractor). To enable Contractor to provide effective support, the County will establish auto remote access based on remote access procedures compatible with Contractor's practices.
3. In consideration for the support services specified in Section 2, County shall pay the Annual Support and Maintenance Fee defined in Schedule C. The Annual Support and Maintenance Fee will be billed annually in advance, beginning on the anniversary of the Support and Maintenance Agreement or on an alternative date mutually agreed to by both parties. If the County would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Contractor issue a prorated invoice for the portion of the year remaining in said initial year. Contractor may change the Annual Support and Maintenance Fee from time to time. In addition to the Annual Support and Maintenance Fee, County shall reimburse Contractor for its direct expenses in providing support services pursuant to this Agreement, including, but not limited to:
 - (a) courier services, photocopying, faxing and reproduction services, all reasonable travel costs, including a travel time rate of \$50.00/hour, all travel expense will follow the Tulare County Administrative Regulation 1 (Schedule K). long distance telephone calls and all other reasonable expenses incurred in the performance of Contractor's duties hereunder.

Contractor may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of Contractor.

4. All support services provided by Contractor to County other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to County by Contractor at Contractor's then prevailing prices, hourly rates, policies and terms. For certainty, any updates of, or enhancements to, the Software will be made available to County free of charge (with respect to the actual updates or enhancements), but all services provided by Contractor with respect to such updates or enhancements will be subject to the Contractor's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements.
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for five years beginning on the date determined in the opening paragraph of this Schedule D (the "effective date"). Thereafter, the Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 30 days notice in writing prior to the end of the initial five year term or any subsequent anniversary of such date. County shall pay the then prevailing Annual Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. If the Support and Maintenance Agreement is terminated by County, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements to, the Software, services for the Software, or access to the Source in escrow upon the occurrence of any event specified in Section 2.6(d) of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to County following the termination of this Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Contractor, and County shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within thirty (30) days of written notice of such failure to perform any of its existing or future obligations.
 - (b) If County attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
9. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
10. Either party's lack of enforcement of any provision in this Support and Maintenance

Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

11. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Contractor and County. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
12. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by County.
13.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The County and the Contractor recognize that circumstances may arise entitling the County to damages for breach or other fault on the part of the Contractor arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the County's remedies and the Contractor's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

- (i) FOR BREACH OR DEFAULT BY THE CONTRACTOR OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE COUNTY TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE COUNTY'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONTRACTOR OF THE COUNTY'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONTRACTOR SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE COUNTY TO THE CONTRACTOR UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONTRACTOR BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONTRACTOR SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE COUNTY BY ANY OTHER PARTY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE COUNTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

- 14. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
- 15. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the

County for liabilities of the Contractor arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

16. This Support and Maintenance Agreement shall be governed by the laws of the State in which the County is located.
17. This Support and Maintenance Agreement may not be assigned by the County unless, concurrently with any such assignment, the County assigns its rights under, and complies with the provisions of the Agreement.
18. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
19. Time shall be of the essence of this Support and Maintenance Agreement.
20. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
21. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ BY _____

Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU

County Administrative Officer/Clerk of the Board

of Supervisors of the County of Tulare

By _____

Deputy Clerk

1.1

~~CONTRACTOR~~

Date: 6/10/2011

By  _____

TITLE JIM SIMOK, GM.

Date: 6/10/2011

By  _____

TITLE JEFFREY SUMNER, VP PROFESSIONAL SERVICES

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form

County Counsel

By _____

Deputy

Date _____

Schedule “D”

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit I is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Contractor reserves the right to make modifications to this document as required; provided, however, Contractor shall not reduce the scope of support provided hereunder without the prior consent of the County.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Release notes
- Limited training questions (15 minute guideline)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours

Our standard hours of support are from 8:00 a.m. EST to 6:00 p.m. EST, Monday to Friday, excluding designated holidays. Extended support including nights, holidays and weekends is available on a per fee basis and must be scheduled in advance in most cases.

Response Times

Response times will vary and are dependant on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 – 2 business days

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3

is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application)
- Inability to process payments
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Performance issues not impacting critical processes

Priority 3 - Low

- Usability issues
- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: Email, phone and fax.

- Your call must contain at a minimum: your County name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- Correspondence and actions associated with your call will be tracked against your call in our support database.
- Contact the support department at your convenience for a status update on your development issues.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the GM of System Innovators

Holiday Schedule

Below is a listing of observed holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Eve	Closed
New Year's Day	Closed
Martin Luther King Holiday	Closed
Memorial Day	Closed
4 th of July	Closed
Labor Day	Closed
Veteran's Day	Closed
Thanksgiving Day (US)	Closed
Day after Thanksgiving (US)	Closed
Christmas Eve	Closed
Christmas Day	Closed
Day after Christmas (Boxing Day)	Closed

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Payment, Allocation, Receipts, Validations, etc.)
- Setup & changes to 3rd party interface or creation of new interface
- Setup of new services or changes to services (POP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, forms, reversal of customizations)
- Setting up additional companies / agencies / offices / reports
- Data conversions / global modification to setup data
- Database maintenance, repairs & optimization
- Extended/After Hours Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)

Test Databases & Environments

We support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superceded by an existing third party or other agreement.

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note more complex issues will be escalated to the actual vendor of the products)
- “on call” after hours support (scheduled assistance for installations, upgrades and other special projects – fees and charges may apply)
- remote connection support
- technical troubleshooting
- limited training questions (15 minute guideline)
- recommendations on specific hardware requirements
- assistance with recovering data resulting from system crashes (charges may apply)
- support provided for installed database issues (30 minute guideline)
- Web Service installation and connection to database assistance
- updating iNovah database to support new versions of installed applications
- Hardware Exchange programs covers supported printers purchased from System Innovators, and includes advanced printer exchange and return via 2-day shipping
- Hardware Support for Canon CR-XX Scanners is provided directly by Canon USA upon purchase of the Canon CarePak available from System Innovators, a Canon Partner. CarePak provide 3 year support and must be purchased at the time of original scanner purchase.

The services listed below are services that are out of scope and are therefore considered billable activities:

- on-site installation or upgrade of hardware and third party software
- telephone training
- reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems
- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- establishment of Web/ODBC connection
- WEB/IP/ODBC connections to other third party products
- creation of custom reports
- report writer training, upgrades and installations
- assistance with creation of backup scripts / backup recovery scripts
- assistance with database installation, configuration and updating

Schedule “E”

Scope of Work

Project Overview

System Innovators will provide cashiering software (“iNovah”) to the Customer for the collection of payments. System Innovators will also provide project management, tailoring, configuration, customization, installation, training, and support services for this software through this Agreement.

Assumptions

The following assumptions have been made for this project:

1. The following Customer resources will be available to work on this project:
 - Executive sponsor
 - Project manager (may be separate functional and technical leads)
 - Payment processing subject matter expert
 - Host system subject matter expert
 - iNovah administrator
 - Network administrator
2. A high-speed remote VPN connection to iNovah is available for testing and production support
3. The configuration of computer servers, PCs, networks and third party software is the Customer’s responsibility
4. System Innovators staff will be provided with workspace for up to 2 people when performing onsite services. The workspace will be equipped with a connection and access rights to the Customer’s network.
5. System Innovators staff will have console access to iNovah servers when performing services onsite.
6. The Customer will provide the services described in this Statement of Work in a timely fashion to allow System Innovators to meet agreed upon schedules.
7. To enable an interface to iNovah, the Customer or Customer’s vendor will provide an application programming interface (API) to all applications to be interfaced.
8. The Customer will provide a test and production environment for iNovah.

System Innovators Deliverables

System Innovators will provide the following standard products and services:

System Innovators will provide the following standard products and services:

Item	Qty	Description
1.	1	iNovah Enterprise Version 2 software (latest base version without modifications)
2.	1	Day remote System Overview class
3.	3	Day assessment meeting at Customer facilities to identify business requirements and workflows
4.	1	Implementation Document including all Customer requirements and the required changes to iNovah
5.	1	Tailored version of iNovah to meet the Customer requirements documented in the Implementation Document
6.	0	Customized real time interfaces to back-end systems to provide inquiries and payment updates
7.	4	Customized batch interface to Customer system
8.	1	Remote installation of the tailored version of iNovah in a test environment at Customer facilities
9.	2	Days System Administration class at Customer facilities for up to 8 Customer representatives involved in implementing iNovah (subject matter experts and application administrators)
11.	1	Days of end-user training for iNovah users and Customer’s trainer using a train-the-trainer approach
12.	1	Days of onsite production support when iNovah goes into production

Project Management

System Innovators Responsibilities

A Director of Client Services for System Innovators will serve as the System Innovators Project Manager for this project. He or she will be responsible for the following project management activities:

1. Managing all System Innovators personnel assigned to the project
2. Managing the activities assigned to System Innovators in this Statement of Work
3. Managing the project schedule and reporting variances
4. Coordinating conference calls and meetings with the Customer Project Manager
5. Providing bi-weekly progress reports to the Customer Project Manager
6. Reviewing bi-weekly progress reports created by Customer Project Manager and providing feedback to the Customer Project Manager
7. Documenting Customer customization and configuration requirements in functional specifications
8. Documenting recommendations for site preparation and infrastructure changes
9. Reviewing an Acceptance test plan provided by the Customer.
10. Coordinating delivery of all hardware and software with the Customer Project Manager
11. Coordinating training, installation and testing services with the Customer Project Manager
12. Verifying acceptance of all delivered products and services
13. Coordinating the delivery of all Software warranty services and Hardware Support Services

Customer Responsibilities

Customer will assign a Customer Project Manager for this project. At least thirty percent (30%) of this person's time will be dedicated to this project for the duration of the project. This person will be responsible for the following project management activities:

1. Managing the project related activities of all people assigned to this project other than System Innovators personnel
2. Managing the activities assigned to Customer in this Statement of Work
3. Coordinating project schedule changes with the System Innovators project manager
4. Coordinating conference calls and meetings with the System Innovators Project Manager
5. Providing bi-weekly progress reports to the System Innovators Project Manager
6. Reviewing bi-weekly progress reports created by System Innovators Project Manager and providing feedback to the System Innovators Project Manager
7. Coordinating the collection of information for tailoring, customization and configuration requirements
8. Reviewing and approving functional specifications documented by System Innovators
9. Coordinating site preparation and infrastructure changes
10. Documenting an acceptance test plan
11. Coordinating delivery of all Hardware and Software with the System Innovators Project Manager
12. Verifying acceptance of Delivery of iNovah
13. Coordinating training, installation and testing services with Customer personnel, third party contractors and the System Innovators Project Manager
14. Verifying acceptance of first production use of iNovah (Live)
15. Coordinating Customer requests for all Software warranty services and Hardware Support Services

Progress Reporting

System Innovators Responsibilities

The System Innovators Project Manager will coordinate all of the activities assigned to System Innovators with the Customer Project Manager through phone and email communications. A progress report summarizing the System Innovator activities and their status will be documented at an interval jointly agreed upon by both parties and emailed to the Customer Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change

5. Proposed scope changes and reasons for change

The System Innovators Project Manager will review the progress reports created by the Customer Project Manager and provide feedback to resolve issues and changes.

Customer Responsibilities

The Customer Project Manager will coordinate all of the activities assigned to Customer with the System Innovators Project Manager through phone and email communications. A progress report summarizing the Customer activities and their status will be documented at an interval jointly agreed upon by both parties and emailed to the System Innovators Project Manager. This report will include the following information:

1. List of activities underway and their percentage of completion
2. List of expected activities for the next two weeks
3. List of outstanding, unresolved issues
4. Proposed schedule changes and reasons for change
5. Proposed scope changes and reasons for change

The Customer Project Manager will review the progress reports created by the System Innovators Project Manager and provide feedback to resolve issues and changes.

Changes, Issue Management & Escalation

This Agreement and the documents referenced in this Agreement govern the provision of products and services associated with this project. Any changes to the Agreement, or these documents, must be approved by both parties as follows:

System Innovators Responsibilities

1. If System Innovators requests a change, the request will be documented, along with reasons for the change, and forwarded to the Customer Project Manager for approval.
2. If Customer requests a change, System Innovators will review the requested change and document their opinion of the impact on the Agreement or other approved documents.
3. The System Innovators Project Manager will coordinate all discussions related to requested changes with the Customer Project Manager.
4. The System Innovators Project Manager will use a good faith effort to negotiate changes and the wording of those changes with the Customer Project Manager.
5. If the respective Project Managers cannot agree on an appropriate change, the matter will be referred to the President of System Innovators and the Customer's Executive Sponsor who will again use a good faith effort to negotiate changes and the wording of those changes.
6. If an approved change is needed in the Agreement, the System Innovators Project Manager will prepare an Amendment for the Customer's review, negotiate the wording in good faith and sign the approved Amendment.
7. If an approved change does not require an Amendment to the Agreement, the System Innovators Project Manager will modify the Implementation Document in a manner approved by the Customer Project Manager.

Customer Responsibilities

1. If Customer requests a change, the request will be documented, along with reasons for the change, and forwarded to System Innovators Project Manager for approval.
2. If System Innovators requests a change, the Customer will review the requested change and document their opinion of the impact on the Agreement or other approved documents.
3. The Customer Project Manager will coordinate all discussions related to requested changes with the System Innovators Project Manager.
4. The Customer Project Manager will use a good faith effort to negotiate changes and the wording of those changes with the System Innovators Project Manager.
5. If the respective Project Managers cannot agree on an appropriate change, the matter will be referred to the President of System Innovators and the Customer's Executive Sponsor who will again use a good faith effort to negotiate changes and the wording of those changes.
6. If an approved change is needed in the Agreement, the Customer will review, approve and sign an Amendment.
7. If an approved change does not require an Amendment to the Agreement, the Customer Project Manager will acknowledge all changes to the Implementation Document in writing.

Hardware

System Innovators Responsibilities

System Innovators will provide the following products and services related to the hardware used in this project:

1. Peripheral hardware, identified in this Agreement, delivered to Customer facilities.
2. Recommendations for server hardware to be provided by the Customer
3. Recommendations for personal computers to be provided by the Customer
4. Recommendations for computer network changes to be made by the Customer
5. Installation of provided peripheral hardware on personal computers in the test environment at the Customer facilities

Customer Responsibilities

Customer will provide the following products and services related to the hardware used in this project:

1. At least two (2) computer servers meeting the server recommendations provided by System Innovators
2. Personal computers, for all cashiering and supervisory workstations, meeting the workstation recommendations provided by System Innovators
3. Computer network connectivity between all personal computers, servers and other computers where interfaced applications reside
4. Backup hardware for the computer servers
5. Universal Power Supply (UPS) equipment for the computer servers
6. Installation and maintenance of all hardware provided by the Customer
7. Installation of peripheral hardware, provided by System Innovators, in the production environment

Software

System Innovators Responsibilities

System Innovators will provide the following products and services related to the Software used in this project:

1. iNovah delivered to Customer facilities
2. Third party Software, as defined within this Agreement, delivered to Customer facilities
3. Installation of iNovah on servers and personal computers in the test environment at the Customer facilities
4. Installation of third party Software, provided by System Innovators, on servers and/or personal computers in the test environment at the Customer facilities

Customer Responsibilities

Customer will provide the following products and services related to the software used in this project:

1. Microsoft operating system software for all servers and personal computers (XP Pro, Server 2003)
2. Microsoft SQL Server 2005/2008 software for the database server
3. Computer network software supporting IP communications between all personal computers, servers and other computers where interfaced applications reside
4. Backup software for the computer servers
5. Virus protection software for all computer servers and personal computers
6. Installation and maintenance of all software provided by the Customer
7. Installation of software, provided by System Innovators, in the production environment

Training

System Innovator Responsibilities

System Innovators will provide the following services related to training:

1. Conduct a System Overview Training class remotely
2. Conduct a System Training class at Customer facility
3. Conduct End User classes at Customer facility

4. One copy of all training materials and documentation on electronic media

Customer Responsibilities

Customer will provide the following equipment and services related to training:

1. Sending at least 4 representatives to the System Overview training class conducted by System Innovators
2. Training room appropriate for number of installed and networked personal computers with access to test or training servers
3. Computer projector and screen for training classes
4. Peripheral hardware, listed in Exhibit 1, for training classes
5. Windows XP and Internet Explorer training for all cashiers and other users that do not have experience with these computer applications
6. Sending at least 4 representatives to the System Training class conducted by System Innovators
7. Sending cashiers and supervisors to the End User training class conducted by System Innovators
8. Having end users practice the exercises taught in End User Training for 4 hours
9. Additional printed copies of reference or training materials

Tailoring, Configuration & Customization

System Innovators Responsibilities

1. Tailor software routines within iNovah to handle input devices included in the functional specifications (i.e. OCR readers)
2. Tailor software routines within iNovah to call custom interface routines included in the functional specifications
3. Input all parameters in iNovah maintenance tables and configuration files required to create the configuration included in the Implementation Document
4. Provide documentation and sample code for each type of callable XML based Web Services
5. Aid in design of defined callable Web Service(s) to retrieve customer account information from XML based documents supplied by the Customer to support two-way interfaces.
6. Aid in design of defined callable Web Service(s) to post payment information to XML based documents supplied by the Customer to support batch interfaces.
7. Design and code other custom features for iNovah as specified in System Innovators proposal.

Customer Responsibilities

1. Design and code defined callable Web Service(s) to retrieve customer account information from existing applications and create XML based documents for two-way interfaces.
2. Design and code defined callable Web Service(s) to receive XML based documents of payment information and post payment information to customer accounts for batch interfaces.
3. Provide the requirements for all tailoring, configuration and customization to be provided by System Innovators.

Installation & Testing

System Innovators Responsibilities

1. Unit test each modification to iNovah
2. Perform system tests on the tailored version of iNovah to ensure that the system performs standard functions as expected and meets all requirements included in the Implementation Document
3. Install iNovah at Customer facility for acceptance testing
4. Verify that all Hardware and Software is properly installed at Customer facility and ready for acceptance testing
5. Assist Customer in performing the Acceptance Test Plan
6. Review the results of acceptance testing and correct documented deficiencies
7. Verify Delivery of iNovah once the Acceptance Plan has been completed and all deficiencies have been corrected

Customer Responsibilities

1. Install all Customer provided hardware and software for testing and verify that the environment is working properly
2. Install VPN access to test system for access by System Innovators support staff
3. Unit test each modification to Customer provided software

4. Perform system tests on customized Customer software to ensure that it interfaces other Customer applications properly
5. Perform all tests documented in the Acceptance Test Plan
6. Document any deficiencies found during the acceptance tests
7. Retest iNovah once any deficiencies are corrected and verify that functional requirements are met
8. Document acceptance of iNovah (Delivery) once the Acceptance Plan has been completed and all deficiencies have been corrected.

Production Planning and Installation

System Innovators Responsibilities

1. Update the Implementation Document to reflect all changes to requirements, configuration and schedule agreed upon by the Customer and System Innovators
2. Assist the Customer in troubleshooting installation problems related to iNovah
3. Verify that VPN access to the production system works properly

Customer Responsibilities

1. Ensure that all site preparations are completed
2. Install all computer hardware and software for the production system
3. Ensure that all staff members are appropriately trained
4. Install all required network cabling, hardware and software
5. Install VPN access to the production system for access by System Innovators support staff
6. Verify that all hardware, software and networks are working properly
7. Establish production user names and password on iNovah
8. Finalize the production roll out schedule

Production Roll Out

System Innovators Responsibilities

System Innovators will provide the following services when the system is placed in production:

1. One person on site for up to 2 days to assist with any support or retraining issues that arise
2. Assist the Customer in monitoring the performance of iNovah and identifying any deficiencies
3. Correction of documented deficiencies in the production version of iNovah
4. Request acceptance of 'Live' status of iNovah once the System has been in production

Customer Responsibilities

Customer will provide the following services when the system is placed into production:

1. Provide trained supervisors to assist new users with iNovah
2. Move users to iNovah in phases to permit performance monitoring of new groups of users
3. Document any problems that occur and provide information on any deficiencies in iNovah to System Innovators
4. Verify that documented deficiencies in iNovah have been corrected by System Innovators
5. Verify acceptance of the 'Live' status of iNovah once the System has been in production

Schedule "F"

Sample Form Change Order

Change Order

(a) Contact & General Information

Client _____ Date _____
Client _____
Contact _____ Software _____
Application _____
Client Email _____

(b) (c) Description of Work

Attachments: []

(d) Client Approval

Table with 3 columns: Chargeable Hours, Rate, Amount. Values include 000 and \$0.00. Includes Non-Chargeable Hours and Total Hours rows.

Client Signature _____ Date _____
Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

(e) Internal Use Only

Customer # _____ Application # _____ Originated by # _____ PO# 000000

Schedule "G"

System Software – to be attached if applicable

No System Software Selected

Schedule "H"

Hardware – to be attached if applicable

Application Hardware & Peripherals

QTY	Component Description	Component Investment	Investment Total
iNovah™ PERIPHERAL HARDWARE			
8	Cognitive/TPG A776 USB/Serial Receipt/Slip/ Printer - USB ⁽¹⁾	510	\$ 4,080
12	Canon CR-55 Imager with OCR and MICR - USB ⁽³⁾	757	9,084
8	ID Tech Mag Stripe Reader - USB	55	440
1	Freight F.O.B. Destination (estimate)	150	150
iNovah™ Peripheral Hardware Total:			\$13,754

Hardware Support

QTY	Component Description	Component Investment	Investment Total
THREE YEAR HARDWARE SUPPORT			
8	Cognitive/TPG A776 Printer 3-Year Support ⁽¹³⁾	299	\$2,392
12	Canon CR-55 Imager CAREPak 3-Year Support ⁽¹⁴⁾	455	5,460
iNovah™ Hardware Support Total:			\$7,852

Footnotes - Hardware

- (1) The TPG A776 includes 1 ribbon, 1 roll of paper, power supply and a USB interface cable. This printer uses thermal technology to print receipts. The printer uses impact (dot matrix) technology for slip and validation printing. When used with at the counter in conjunction with an imaging device, the client has the option of including images of bill stubs, coupons, checks, money orders, etc on the customer's receipt.
- (2) The Canon CR-55 includes a power supply, USB interface cable and supporting software drivers. This device is capable of capturing images of the front and back of bill stubs and checks accepted at the counter. Those images may be reviewed on the server within the iNovah application.
- (3) The APG Cash Drawer includes removable locking cash till and associated cable to connect to the receipt printer for automatic opening.
- (4) Canon CR-55 support is provided by Canon USA thru an exclusive relationship as an authorized System Innovators partner. The 3 year support package must be purchased at the time of Canon equipment.

Schedule "I"

Software Not Selected – to be attached if applicable

Optional Software Modules

Item	Component Description	Component Investment	Investment Total
1	iNovah Trust Accounting Module	\$7,500	7,500
1	Annual Maintenance for the iNovah Trust Module	\$1,500	1,500

Schedule "J"

NON-PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage. Limits of no less than \$1,000,000 per occurrence for bodily injury and property damage. General Aggregate limit of \$2,000,000 shall apply separately to this project/location.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence. Insurance Services Office Form Number CA 00 01 (any auto).
- 3 Workers' Compensation as required by the State of California.
4. Employer's Liability \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee body injury by disease.

B. Specific Provisions of the Certificate

1. The General Liability, Comprehensive Automobile Liability Policies must contain the following provisions. CONTRACTOR will provide endorsements reflecting the following requirements:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, officials, employees, and volunteers. Any insurance or self insurance maintained by the COUNTY, its officers, agents, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the COUNTY.*

2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

a. Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

CONTRACTOR will eliminate self insured retentions as respects this agreement with COUNTY or provide a letter of credit or bond to satisfy the self insured retention.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company authorized to do business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

COUNTY OF TULARE
OFFICE OF THE COUNTY ADMINISTRATOR

ADMINISTRATIVE REGULATION NO. 1
(Resolution No. 95-0205 (as amended by Resolution No.2010-0344))

SUBJECT: REIMBURSEMENT OF EMPLOYEES' EXPENSES

EFFECTIVE DATE: April 27, 2010

This regulation applies to all County employees and elected officials, except where otherwise stated.

Definition

Reimbursements to employees or officials treated as paid under an accountable plan (as defined by 26 C.F.R. Section 1.62-2) are non-taxable to the employee or officer. The accountable plan must require a business connection for the reimbursement, must require each business expense to be substantiated to the County, and must require amounts paid in excess of expenses to be refunded to the County.

This regulation covers: (A) Travel and Transportation Expenses, which are a result of the regular activities of a department in carrying out responsibilities prescribed by law and policies of the Board of Supervisors; (B) Other Travel and Expenses, (C) Meals and refreshments provided for the convenience of the County and Business Meals and (D) Automobile Allowances.

A Travel and Transportation Expenses:

1. Travel and transportation expenses of County employees or officials shall comprise three classifications: (a) normal duty; (b) statutory meetings; and (c) other meetings and training sessions. "Travel" refers to being away 24 hours or more. "Transportation" refers to being away less than 24 hours.
 - (a) Normal Duty. Travel and transportation in the course of the regular activities of the department in carrying out responsibilities prescribed by law and policies of the Board of Supervisors. Examples under this category include, but are not limited to: a probation officer delivering a child to an institution or foster home; a sheriff's deputy picking up a prisoner; an investigator procuring evidence; an employee or official studying procedures used in other counties as part of an authorized study; an employee or official presenting information to legislative committees in support of the County's legislative program. Advance authorization by the Department Head or his/her designate is required.
 - (b) Statutory Meetings. Attendance at meetings convened by County, State or Federal officials or others mandated by State or Federal law may be authorized by Department Heads or his/her designate.

(c) All Other Meetings or Training Sessions.

(1) Travel to meetings outside the State of California for one person per department per event may be approved by the Department Head or his/her designate. Out-of-state travel for more than one person per department per event shall be allowed only if approved ***in advance*** by the County Administrative Officer or his/her designate.

(2) Travel or transportation within the State of California may be approved by the Department Head or his/her designate.

2. Reimbursement Methods and Criteria. The limitations specified below shall apply to all reimbursement for travel and transportation.

(a) The County will reimburse all actual expenses which are reasonable and necessary which are in conformity with Internal Revenue Service (IRS) guidelines as deductible expenses. The Department Head must promote the most economical means of transportation and subsistence. Travel authorization requests shall indicate estimated or actual expense anticipated. (Attachment A) County employees or officials should do everything necessary to obtain government rates on lodging wherever possible and a waiver of transient occupancy tax.(Attachment B)

(b) Itemized detail receipts shall be required for reimbursement of costs of meals (unless Per Diem is used), registration, common carrier transportation, and lodging. All claims for reimbursement of meals shall be accompanied by an itemized detail receipt including the time, the place, the individuals involved and the detailed business purpose.

(c) All claims for reimbursement of travel and transportation expenses should be submitted to the Auditor-Controller for payment within sixty (60) days after the end of the month in which travel and transportation is concluded, on the County of Tulare - Travel Expense Claim form (Attachment C). In all cases when an employee or official attends a conference, seminar, or similar meeting a copy of an itinerary of the event must be provided which includes at a minimum; the title of the event; location of the event; the event date(s); and a breakdown of the events daily activities. If an event provides a meal, the meal must be deducted from the employee's or official's per diem rate if a per diem is used on the employee's or official's Travel Expense Claim, whether the meal was consumed or not. No reimbursement will be provided for an alternate meal. The County will not be responsible for any travel and transportation expenses submitted beyond sixty (60) days after the end of the month in which the travel and transportation expenses were incurred. Department Heads and Elected Officials may self-certify for Travel Expense Claims. The Auditor-Controller has the final authority to reject any claims not made in compliance with this Regulation.

- (d) When properly authorized, an employee or official will be reimbursed for actual reasonable and necessary costs of transportation and registration fees. Transportation includes common carrier costs, supplementary ground transportation, including to and from a common carrier terminal (including parking), and private auto mileage, when authorized, for the sole means of travel or transportation to and from the meeting/event. County vehicles should normally be used when the sole means of transportation is auto, except for those employees or officials who receive an automobile allowance discussed in D. below. Generally, County vehicles should not be used for supplementary ground transportation. Rental of vehicles must be **pre-approved** by the Department Head or his/her designate unless the County has a contract with a car rental company and the rental would be less expensive than other forms of transportation.
- (e) Reimbursement of meals may be included in a per diem rate, based on the amounts set each fiscal year by the Auditor-Controller, utilizing the U.S. General Services Administration (GSA) per diem rates for the State of California, County of Tulare and Kings, beginning fiscal year 2010/2011. The Per Diem rate includes meals and incidental expenses including, but not limited to laundry, dry cleaning, barbering and tips for services other than meals. The Auditor/Controller will issue an annual Per Diem rate memo utilizing the GSA published rate which will break down the daily Per Diem for periods that are less than 24 hour increments (Less than 24 hours increments are only utilized after the first 24 consecutive hours of travel. Per diem is not allowed for trips lasting less than 24 hours). Per Diem can be claimed only by the individual completing the Travel Expense Claim and is therefore limited to one person per claim. An employee or official can not use partial per diem and partial actual cost reimbursement during a trip. It either has to be all per diem, or all actual cost with the exception mentioned in 2 (c) above regarding meals furnished by seminars and conferences.
- (f) Claims will give the exact time of departure from and return to the County. In compliance with IRS regulations, no reimbursement or allowance is authorized for meals not meeting the stated requirements of Section C.2. within the County or for periods lasting less than 24 hours.
- (g) Employees or officials will be reimbursed for approved lodging expenses upon presentation of an itemized detail receipt for the actual amount expended as long as the amount is reasonable for the lodging area. The costs of overnight lodging within 75 miles of the County Civic Center will not be reimbursed unless authorized by the Department Head or his/her designate and the reason for the lodging is stated on the Travel Expense Claim.
- (h) Expenses charged to employee's or official's personal credit cards will be reimbursed for the employee or official only. Charges for another employee or

official will not be reimbursed without approval of the County Administrative Officer or his/her designate.

- (i) When a County credit card is used for a meal during any day during a trip, the County's per diem rate can not be used for that day, or (per Section A. 2. (e), for that trip. Reimbursement will be for actual costs of meals and will be limited to the maximum daily per diem rate, unless specifically explained and approved by the Department Head.
 - (j) If a travel advance is required in connection with any travel authorized by this regulation, the Department Head or his/her designate shall so request by means of a Travel Advance form (Attachment D) to the office of the Auditor-Controller in accordance with procedures prescribed by that office. The Auditor-Controller is authorized to advance funds to County employees or officials for travel expenses up to 90% of estimated net expense. No new advance will be issued to an employee or official when that employee or official has an unpaid advance in place. Repeated failure to liquidate travel advances on a timely basis will disqualify an employee or official for future travel advances. The Auditor-Controller has authority to revoke travel advances to any employee or official.
3. An employee or official who has been assigned a County-owned or leased vehicle shall not be entitled to mileage reimbursement unless the assigned vehicle is unavailable for use or the County Administrative Officer or his/her designate determines that, in special cases, it would be inappropriate to use the assigned vehicle.
 4. An officer or employee or official who is temporarily absent from the County, on vacation or personal business, may claim reasonable and necessary expense reimbursement from the vacation or personal business location, if required to return to another location on County business, as authorized by the Department Head.
 5. Department Heads shall insure that each employee or official driving on County business has a current driver's license. Department Heads shall insure that each employee or official driving their personal vehicle has minimum auto insurance coverage required by the County. This is to be done at least annually.

B. Other Travel and Expenses:

1. Reimbursement for mileage to/from an employee's or official's home to/from his/her normal work location will not be made unless the first or last stop of the work day is not the normal work location and mileage will only be paid to the extent that it exceeds mileage to/from his/her normal work location to/from his/hers home. (The normal work location of each County employee or official is the place at which that employee or official spends the largest portion of his/her regular work or working time). In such cases, the intent is to pay for the miles driven on County business

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rather than paying for mileage to the normal work location. Mileage will be paid for County business only when it exceeds the total mileage between an employee's or official's normal work location and the employee's or official's home which is considered commute mileage. All reimbursable mileage will be reported on the County of Tulare – Travel Expense Claim form issued by the Auditor-Controller (Attachment C) and must include the date, the destination, the purpose of the meeting, and the person(s) contacted. The Auditor-Controller will determine reimbursable mileage consistent with State and Federal regulations. The reimbursable mileage rate will be at the published IRS rate. The Auditor-Controller will be responsible for notifying County employees or officials of the current IRS mileage rate.

2. All automobile allowances and mileage reimbursements provided by the County are to cover the costs of operation including, but not limited to depreciation, insurance, gas, oil and repairs.
3. Employees or officials requiring airline travel should use the authorized County credit card designated by the County Purchasing Agent or other County payment method. Personal payment methods will only be reimbursed for employee's or official's personal County related travel. First Class airline tickets are not authorized under the County Travel Policy.
4. Use of the County credit card must comply with the County Credit Card Policy. The credit card contract can only be changed by the County Purchasing Agent. The Auditor-Controller is authorized to terminate an employee's or official's privilege to use a County credit card if the employee or official fails to comply with the County Credit Card Policy.
5. Personal expenses, including but not limited to, laundering, cleaning, barbering, and alcoholic beverages are not valid County expenses and, therefore, are not to be charged to the County credit card, nor paid or reimbursed through other methods.
6. Tips up to 15% will be allowed but will be counted within the maximum daily meal reimbursement. (A higher percentage will be allowed only if it is a mandatory charge by the facility providing the meal, however it will still be counted within the maximum daily meal reimbursement.)

C. **Meals and refreshments provided for the convenience of the County and Business Related Meals:**

1. Meals and refreshments provided for the convenience of the County for training sessions, group meetings, conferences, seminars, or similar meetings are reimbursable provided that they are approved by the Department Head, the reason for the meeting is documented, the names of attendees is provided and the amount incurred is reasonable.

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2. Reimbursement for business meals shall be allowed for County employees or officials and, where appropriate, for other individuals provided they are approved by the Department Head. Detail receipts must show the time, the place, the individuals involved and the detailed purpose of the business meal. Meals by yourself do not meet the requirements for business meals.
3. The County of Tulare - Travel Expense Claim form (Attachment C) is to be used for reimbursement of these items.

D. Automobile Allowances:

1. An automobile allowance, in lieu of assignment of a County vehicle is authorized for elected officials and the County Administrative Officer. The County Administrative Officer may authorize automobile allowances for the following County Officers:

Agricultural Commissioner
Child Support Services Director
Cooperative Extension County Director
County Counsel
Health and Human Services Agency Director
Human Resources and Development Director
County Librarian
Chief Probation Officer
Public Defender
Resource Management Agency Director
Workforce Development Director
Information Technology Director

2. An allowance may also be authorized by the County Administrative Officer upon the request of an Agency Head for the following positions:

Associate Resource Management Agency Director
Assistant Health and Human Services Agency Directors (Maximum of 4 positions)
Assistant Resource Management Agency Directors (Maximum of 3 positions)
Assistant County Administrative Officer
Purchasing Agent (considered an Associate Agency Head)
Undersheriff (considered an Associate Agency Head)
Tulare County Association of Governments Director (per agreement with TCAG Board of Directors)

3. In the event of the creation of a new agency director, assistant agency director, or department head position, the County Administrative Officer will designate on the classification specification for the new position if it is eligible for an automobile

ADMINISTRATIVE REGULATION NO. 1, REVISION #1:
REIMBURSEMENT OF EMPLOYEES' EXPENSES

Resolution No. 2010-0344

Effective Date: April 27, 2010

Page 7

allowance. Any positions so designated will be automatically added to the list above. Any positions listed above that are eliminated will be so removed from the list and the allowance will be discontinued. The County Administrative Officer has authority to designate positions to receive automobile allowances as needed.

4. All monthly automobile allowances will be paid through payroll and will be taxable to the employee or official who will have the responsibility to account for his/her automobile expense activity on his/her annual federal and state income tax returns.
5. Individuals receiving a monthly automobile allowance will not be entitled to a County vehicle or other alternative methods of transportation. Travel and transportation from his/her tax home (as defined by IRS) shall be reimbursed at the rate allowed by the IRS. All reimbursable mileage under this section will be reported on the County of Tulare – Travel Expense Claim form issued by the Auditor/Controller (Attachment C) and must include the date, the destination, the purpose of the trip and the name(s) of person(s) contacted. The Auditor-Controller is responsible for notifying County employees or officials when the reimbursement rate is changed by the IRS.
6. The automobile allowance amount will be adjusted each time the IRS revises its allowable mileage reimbursement rate and will go up or down depending on the actual cost as calculated by the IRS. The Auditor-Controller is responsible for the calculation of the new amount and the notification of individuals receiving automobile allowances.

ACORD™

Client#: 81069

38HARRISCOMP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co-Huntsville P. O. Box 6087 Huntsville, AL 35813-0087 256 890-9000	CONTACT NAME: Patty Middleton PHONE (A/C, No, Ext): 256 890-9000 FAX (A/C, No): 2568909070 E-MAIL ADDRESS: pmiddleton@jsmithlanier.com PRODUCER CUSTOMER ID #:																					
INSURED N. Harris Computer Corp. DBA Harris Computer Systems 426 Industrial Ave Williston, VT 05495	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Hartford Insurance Group</td> <td>37478</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hartford Insurance Group	37478	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
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INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N/A			21WEZQ3768	07/08/2010	07/08/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Systems Innovators, a division of N. Harris Computer Corp.

CERTIFICATE HOLDER City of Tulare 221 S Mooney Blvd, Rm 103E Visalia, CA 93292-0590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
SYSTEM INNOVATORS, A DIVISION OF N. HARRIS
COMPUTER CORPORATION
10550 DEERWOOD PARK BLVD., SUITE 700
JACKSONVILLE, FL 32256

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY
A Zurich Insurance Company Ltd. (AM Best rating A)

COMPANY
B

COMPANY
C

COMPANY
D

COMPANY
E Zurich American Insurance Company

CERTIFICATE HOLDER

COUNTY OF TULARE
221 S. MOONEY BLVD., RM 103E
VISALIA, CS 93292

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS GROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874-00	2010/09/27	2011/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 1,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
ADDITIONAL INSURED: COUNTY OF TULARE , but only with respect to liability arising out of the operations of the Named Insured. Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
NON-OWNED & HIRED AUTOMOBILE LIABILITY	A	8839016	2010/09/27	2011/09/27	\$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2010/09/27	2011/09/27	\$14,000,000	PER OCCURRENCE & IN THE AGGREGATE
		Not Applicable				
PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS & OMISSIONS CLAIMS MADE BASIS	E	IPR0435933200	2010/09/27	2011/09/27	\$5,000,000	PER CLAIM & IN THE AGGREGATE
					\$ 500,000	DEDUCTIBLE
		Not Applicable				
		Not Applicable				

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER

The CG&B Group Inc.
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME

JULIE ROGERS

DATE (YYYY/MM/DD)

2011/06/09