ORIGINAL BOARD CONTRACT

This Agreement (also referred to as Contract), entered into as of this _____ day of _____ 20___, by and between County of Santa Barbara, State of California (hereinafter referred to as "JURISDICTION"), and Colorado CustomWare, Inc., doing business at 1109 Oak Park Drive, Fort Collins, CO 80525 (hereinafter referred to as "CONTRACTOR").

1. Identity of Parties

COLORADO CUSTOMWARE, INC., ("CONTRACTOR") is a Corporation duly and validly existing in good standing under the laws of the State of Colorado, and is duly qualified to own its properties and conduct its business.

County of Santa Barbara ("JURISDICTION") is a government jurisdiction duly and validly organized and existing under the laws of the State of California and is duly qualified to own its properties and perform municipal functions.

2. Structure of Agreement

Pursuant to this Agreement, CONTRACTOR shall provide all services, software, and support to replace a JURISDICTION owned computerized system with CONTRACTOR'S ASSESSMENT ADMINISTRATION AND COMPUTER ASSISTED MASS APPRAISAL SYSTEM ("The System").

CONTRACTOR's Statement of Work and Functional Requirements Document (Exhibit B) and the Price/Payment Schedule (Exhibit A) and all notices and specifications are incorporated herein by reference and shall hereafter be referred to as "Response."

The parties are entering into this Agreement, which provides for the initial acquisition of The System license, design, data conversion, implementation, documentation, training, and support of the System and related services by CONTRACTOR. The fees associated with customizations are included. This will be known as the implementation phase of the Scope of Services. Once the implementation phase is complete, the parties will commence with continued annual maintenance support of The System by COLORADO CUSTOMWARE, INC., at the cost quoted by CONTRACTOR in Exhibit A. Annual maintenance and support commences at the first anniversary of the system install.

3. Definitions

3.1. The System

The subject matter of this Agreement is an ASSESSMENT ADMINISTRATION AND COMPUTER ASSISTED MASS APPRAISAL SYSTEM ("The System") to be provided by CONTRACTOR. The System is a complete and fully operational CAMA system that conforms to all standards and requirements set forth in the Statement of Work/Functional Requirements Document (Exhibit B), within the projected time frame as set forth in CONTRACTOR's Implementation Plan (Exhibit C), with the understanding that reasonable variations will be approved by the JURISDICTION. The System is composed of the software, accompanying documentation, and services as set forth in Exhibit B.

3.2. Standard Software

"Standard Software" means executable applications or system software products, which are purchased in an "off-the-shelf" manner without modification to the source code of the application. "Standard Software" shall include products such as the non-proprietary operating systems, and any substitute or additional applications or operating systems consistent with meeting or exceeding the functionality as stated in CONTRACTOR's Statement of Work/Functional Requirements Document (Exhibit B), which may be acquired by JURISDICTION from CONTRACTOR. Standard Software may require extensive modification and configuration at levels other than the source code level prior to its use in business applications.

3.3. Custom Software

"Custom Software" means application products, which are modified in a material way at the source code level prior to their normal use by the JURISDICTION.

3.4. Services

"Services" means the labor performed by CONTRACTOR and any substitute or additional services, consistent with meeting, or exceeding the CONTRACTOR's representations as stated in CONTRACTOR's Response. COLORADO CUSTOMWARE, INC. shall be the Prime Contractor under this Agreement with respect to all services, software products and the application software set forth in Exhibit B. CONTRACTOR shall remain solely responsible for all performance under this Agreement with respect to all services as set forth in Exhibit B.

Contractor's address is:

Colorado CustomWare, Inc.
1109 Oak Park Drive
Fort Collins, CO 80525
Phone: (970) 212-4001
Toll free: (800) 806-7896
FAX: (970) 223-4204

4. Scope of Services

CONTRACTOR will provide The System within the projected time frame as set forth in

CONTRACTOR's Implementation Plan. All deviations will be managed through a formal change management process which ensures that each change introduced to the project environment is appropriately defined, evaluated and approved prior to implementation. A change request includes scope, time, cost or other agreements made in the contract. The change control board must approve or reject the change requests and prioritize the approved changes. The change process is in effect through the implementation process. Once the project is handed off to Customer Support for post go-live support all requests will be handled through the support process.

CONTRACTOR will provide all personnel and labor, Software, Documentation, Services, and Deliverables required to install and fully implement the System in accordance with the CONTRACTOR's agreement in Exhibit B at no additional cost to the JURISDICTION beyond the attached Exhibit A.

It is the intent of the parties that The System will operate in compliance with California statutes. CONTRACTOR shall provide, at no cost to JURISDICTION additional to the costs in Exhibit A, any Labor, Software, Documentation, and Services additional to or different from those set forth in the Exhibit B that may be required to fulfill this intent, with the exception of agreed-upon change orders.

CCI understands that the JURISDICTION has a unique way of valuing property with Propositions 13 and 8. CCI is committed to providing the functionality of those Propositions and our price is inclusive of that required functionality.

4.1 Time is of the essence

CONTRACTOR acknowledges and agrees that time is of the essence with respect to its performance of this Contract and completion of the Project.

In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits, because of natural disaster, any act of God, war, civil disturbance, or court order, (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall immediately give notice to the other party and shall exercise every commercially reasonable effort to resume performance. CONTRACTOR shall not be in default if any event of default as provided herein is the result of a Force Majeure Event and its occurrence is without the fault or negligence of CONTRACTOR. The JURISDICTION shall not be liable to CONTRACTOR for any failure to perform any of its obligations under the Contract if such failure is the result of a Force Majeure Event.

4.2 Payment Schedule

All payments will become payable based on the successful start/completion of each phase of work outlined in Exhibit A. Completion of work will be defined as the acceptance of JURISDICTION after notification from CONTRACTOR that the work is complete. If the JURISDICTION does not accept the work, they will notify CONTRACTOR in writing as to the defects or errors and allow 45 days for corrections. If after 45 days the JURISDICTION is not satisfied with the completion of work, a stake holder meeting will be held to resolve any outstanding issues.

At the end of any phase JURISDICTION may choose to not proceed with the remainder of the project. Termination at this stage would relieve JURISDICTION from further payments.

5. Certification of Funds / Budget and Fiscal Provisions

This Agreement is subject to the budget and fiscal provisions of the JURISDICTION.

For Nonappropriation of Funds: Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or JURISDICTION governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then JURISDICTION will notify CONTRACTOR of such occurrence and JURISDICTION or CONTRACTOR may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, JURISDICTION shall have no obligation to make payments with regard to the remainder of the term.

Upon termination, CONTRACTOR shall deliver to JURISDICTION all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as JURISDICTION may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, JURISDICTION shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR

shall furnish to JURISDICTION such financial information as in the judgment of JURISDICTION is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of JURISDICTION shall be final. The foregoing is cumulative and shall not affect any right or remedy which JURISDICTION may have in law or equity.

This Section 5 serves to control any and all other provisions of the Agreement.

6. Term of Agreement

The term of Agreement shall be through the implementation term (through system go-live) of the contract and may be extended annually by written agreement during the support period.

7. Compensation

Payment under this Agreement shall be as follows:

See Exhibit A "Price/Payment Schedule".

CONTRACTOR agrees to provide the JURISDICTION all software, services, and any materials required for the installation and implementation of The System, and support and maintenance.

8. Accounting and Payment for CONTRACTOR Services

Each party's "Contract Administrators" under this Agreement shall be:

For the JURISDICTION:
Joseph E. Holland

For the CONTRACTOR:
Lori D. Schlotter

Each party may change its designated Contract Administrator by serving written notice of such change, that notice being signed by the current Contract Administrator or Contracting Officer, and delivering such notice to the other party.

Each party's "Contracting Officer" under this Agreement shall be the individual or official who executes this Agreement or that individual's or official's designee.

CONTRACTOR invoices are due and payable in full within thirty (30) days of receipt of invoice. The JURISDICTION shall notify the CONTRACTOR of any invoice disputes within fifteen (15) business days of receipt of invoice.

A. For CONTRACTOR license, services, and support to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed $1,156,650 (Does not include FieldWare, EncompassGIS, or 2012 support).

B. Payment and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by JURISDICTION.

C. Upon completion of the work detailed in EXHIBIT A and/or delivery to JURISDICTION of item(s) specified therein, CONTRACTOR shall submit to the JURISDICTION Contract Administrator an invoice or certified claim on the JURISDICTION's Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. JURISDICTION Contract Administrator shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. JURISDICTION shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

D. JURISDICTION 's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of JURISDICTION's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy

9. Defective Work, Third Party Claims

The JURISDICTION may, in its sole discretion, withhold a part of any payment on account of defective software or other work furnished if the defect(s) is/are not fully remedied within thirty (30) calendar days of the JURISDICTION's written notice to CONTRACTOR of the defect(s), or such longer time as CONTRACTOR and the JURISDICTION may agree upon in writing. In the event a subcontractor or supplier to CONTRACTOR or other third party asserts a claim against CONTRACTOR and/or the JURISDICTION arising from the subject of this agreement, the JURISDICTION may, in its sole discretion, withhold any payment, in whole or in part, unless CONTRACTOR provides reasonable evidence that a legitimate dispute, relating to this project, exists between CONTRACTOR and the third

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project, exists between CONTRACTOR and the third party. CONTRACTOR shall reimburse the JURISDICTION for any payments the JURISDICTION is required to pay to the third party upon the JURISDICTION's written notice to CONTRACTOR of such payment. The obligations of any surety under any performance or labor and materialman's bond furnished under this agreement shall in no way be limited, altered, or excused by the JURISDICTION's failure to withhold monies from CONTRACTOR.

10. SUPPORT

10.1 Remote Access. JURISDICTION is required to establish a direct computer-to-computer remote access link with CONTRACTOR approved by CONTRACTOR before support is provided to JURISDICTION. JURISDICTION must assure that CONTRACTOR has access to JURISDICTION's Designated Computer(s) via the remote access link. The link must meet CONTRACTOR's current specifications for connection to its customer support network. CONTRACTOR will provide the CONTRACTOR's Support Center a log-in to the system and instructions on how to establish the link. CONTRACTOR will ensure that the system will accommodate a link with the JURISDICTION's system. JURISDICTION will bear all costs associated with establishing and maintaining the link from JURISDICTION's site to CONTRACTOR's customer support network.

10.2 Required Development Environment. To assist in the resolution of software problem(s), JURISDICTION is required to maintain the versions then-currently supported by CONTRACTOR, or versions compatible with the versions then-currently supported by CONTRACTOR, of SQL Server Database software. The requirements of this subsection are subject to reasonable change.

10.3 Support Fees. JURISDICTION agrees to pay the current annual Support Fees as detailed in Exhibit A, with a maximum annual increase of 3%. Subsequent years of Support Services are optional with annual review.

10.4 Colorado CustomWare, Inc. Software Support Specialist and System Administrator. JURISDICTION must designate both a System Administrator and a RealWare Software Support Specialist who shall act as the primary contact between JURISDICTION and CONTRACTOR.

10.5 JURISDICTION's Responsibilities. JURISDICTION agrees to assist and cooperate with CONTRACTOR, as reasonably required by CONTRACTOR, in the resolution of software problems. Such assistance may include:

10.5.1 Consultation with the System Administrator and RealWare Software Support Specialist(s);

10.5.2 Providing documentation of the Software Problem(s), test data, and copies of the programs being used when the Software Problem(s) become apparent.

10.6 Support Services. The Support Services generally include resolution of software problem(s), support via CONTRACTOR'S on-line support system (Parature), email, telephone and upgrades and updates of the software. Updates to existing procedures in the Software as required by legislative action, described in 10.16, are also included in the Support Services. Upgrader package, instructions, known issues, and statement of changes are included in Support Services. All software and services deliverable under this Agreement are listed in Exhibit B. Any additional services or customizations will be contracted separately.

10.7 Parature, E-Mail and Telephone Support. CONTRACTOR will provide assistance in identifying, confirming and providing a "workaround" for suspected Software Problem(s) in the standard, unmodified code of the Software. CONTRACTOR may require documentation of the Software Problem, test data, and copies of the programs being used before confirming and resolving Software Problem(s). Parature will be used to communicate support requests.

10.8 Direct User Contact. CONTRACTOR personnel may use the remote access link to access JURISDICTION's Computer to better analyze the suspected Software Problem and produce a solution or "workaround" to Software Problem(s). CONTRACTOR personnel may also directly communicate with JURISDICTION regarding the suspected Software Problem(s) using a form of telecommunications.

10.9 Support Hours. CONTRACTOR support services, which include direct telephone services, will be available to JURISDICTION weekdays from 7AM to 6PM Mountain Time, excluding standard U.S. holidays. If support services are required outside of stated hours, CONTRACTOR requires 72 hours notice from JURISDICTION.

10.10 Product Updates, Upgrades and Licensed Software. Product Update – minor release and service release; Product Upgrades – major platform releases (.NET); Licensed Software – RealWare, EncompassGIS, FieldWare. Upon payment of

JURISDICTION's annual Support Fee (detailed in Exhibit A), CONTRACTOR agrees to provide JURISDICTION with the Product Updates and Product Upgrades for Licensed Software produced by CONTRACTOR. If JURISDICTION maintains continuous annual support agreements, there will be no additional charge for any licensing of CCI based software or upgrades for applications purchased under this Contract (does not apply to third-party related applications or non-purchased CCI applications.)

10.11 Current Version Supported. CONTRACTOR will provide Support only for the then-current version of the Software (RealWare, EncompassGIS, FieldWare, etc.), and for the previous version of the Software for a period of twelve (12) months following the release of a new version.

10.12 Non-Supported Matters. CONTRACTOR will not provide Support Services for the following unless such services are otherwise agreed to:

10.12.1 Accounting, property valuation, assessment or taxation principles, theory, or practice;

10.12.2 Software altered or modified by JURISDICTION;

10.12.3 Client PC and Database Server configuration, operation or performance except for requirements of the Software;

10.12.4 Database administration, including but not limited to backup; recovery; space management; performance tuning; and other routine maintenance;

10.12.5 Consulting services, including application or report design or recommendation, recovery of lost data, any JURISDICTION purchase recommendations, training, installation, implementation, or customization

10.12.6 Software Problems resulting from hardware or database malfunction;

10.12.7 Software Problems created by JURISDICTION's negligence or fault;

10.12.8 Software used on a computer system other than that specified on a Colorado CustomWare, Inc. Order Form (the Designated Computer), or as otherwise authorized by CONTRACTOR; or

10.12.9 Software not licensed by CONTRACTOR.

10.13 Language. Telephone and E-mail support will be provided in English unless otherwise agreed to in writing by CONTRACTOR.

10.14 Support Costs. JURISDICTION agrees, upon JURISDICTION's written approval, to pay airfare and reasonable expenses, shipping, handling, media, or Documentation expenses, if any, incurred by CONTRACTOR while providing Support to JURISDICTION.

10.15 Additional Training. Training in the use of the RealWare is a service for which CONTRACTOR charges additional fees. Training services may be contracted through CONTRACTOR at the then-current fees.

10.16 Support for Legislated Changes
Software will remain compliant with legislative changes in the online base application and optional modules. Changes in the requirements for functions already incorporated in The System will be supported in one of several ways:

- CONTRACTOR will consult with JURISDICTION to recommend approaches that incorporate legislated changes into standard Software that can be accommodated without additional programming.
- In cases where existing functions in Software requires additional programming to assure compliance with a legislated change, CONTRACTOR will add features to the system that assures compliance with state legislative requirements. The release of these modifications will coincide with the needs of JURISDICTION to meet statutory requirements.
- CONTRACTOR will consult with JURISDICTION to determine how The System will comply with legislative requirements, but reserves the right to determine the manner in which compliance will be achieved with the prior written approval of JURISDICTION.

In cases where legislation requires JURISDICTION to undertake responsibilities that are not covered by The System, CONTRACTOR reserves the right to add such functionality as optional features in The System. Examples of revisions outside of CONTRACTOR support include but are not limited to:

- Interface Changes. Requirements to adapt The System to interface with third party software, either as a result of legislative changes or for other reasons. New interfaces and modification of existing interfaces that result from such requirements are not covered by the Agreement and CONTRACTOR reserves the right to provide such programming on a time and materials basis.
- Reporting Requirements. Legislators may change the requirements for reports

originally provided as part of the implementation of The System. CONTRACTOR reserves the right to charge for such modifications and development of new reports from such changes.

- Local Changes. Reports are routinely customized by and for individual customers. Support for modification of these reports is limited to 'bug' fixes in code developed by CONTRACTOR. Changes in format or inclusion of information not originally included in such output are the responsibility of JURISDICTION. CONTRACTOR reserves the right to charge for time and materials to make any required changes with the prior written approval of JURISDICTION.

11. Warranty; Warranty Standards

CONTRACTOR warrants that throughout the term of this agreement The System and all data-related output or results produced by The System: (i) shall not have a life expectancy limited by date or time format; (ii) shall correctly record, store, process, and present calendar dates; (iii) shall lose no functionality, data integrity, or performance with respect to any date; and (iv) shall be interoperable with other software used by JURISDICTION that may deliver date records from the Software, or interact with date records of the Software. CONTRACTOR warrants to JURISDICTION that the Software provided to JURISDICTION under this Agreement shall contain no self-help code or unauthorized code.

CONTRACTOR further warrants that CONTRACTOR shall not introduce any code or mechanism that electronically notifies CONTRACTOR of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict JURISDICTION's use of or access to the Software or data, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to JURISDICTION under this Agreement.

CONTRACTOR represents and warrants that: CONTRACTOR is a corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; CONTRACTOR has the full power and authority to grant to JURISDICTION the rights described in this Agreement without violating any rights of any third party and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by CONTRACTOR; the execution, delivery and performance of this Agreement has been duly authorized by CONTRACTOR and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for CONTRACTOR to enter into this Agreement and perform its obligations under this Agreement; the person executing this Agreement for CONTRACTOR has actual authority to bind CONTRACTOR to each and every term, condition and obligation to this Agreement, and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority; CONTRACTOR is duly authorized to conduct business in and is in good standing in each jurisdiction in which CONTRACTOR will conduct business in connection with this Agreement; CONTRACTOR has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of CONTRACTOR's performance of the Services; and CONTRACTOR shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and CONTRACTOR will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

CONTRACTOR warrants that for a period of Twelve (12) months following the JURISDICTION's System go-live hereafter "Warranty Period", all Software, Documentation, Services, and Deliverables furnished for the Project, whether by itself or by its Subcontractors and suppliers, shall function together as an integrated system in conformance with the descriptions of functionality and performance, and all standards of performance (as defined in Exhibit D) that are set forth in this Agreement and the manufacturer's (including, without limitation, CONTRACTOR's, where applicable) most current published specifications for all Software, and Deliverables. If the last day of the Warranty Period falls on a Saturday, Sunday, national holiday, state holiday, or JURISDICTION holiday, the Warranty Period shall be deemed to be extended until midnight of the next business day. Viruses that are contained in the Software or any component thereof as delivered and installed (but not viruses that are introduced subsequent to installation through no fault of CONTRACTOR) shall be deemed to be defects and errors in material, design, workmanship, or execution under Section 11.1.

11.1 Defects and Errors

During the Warranty Period, at no cost to the JURISDICTION, CONTRACTOR shall furnish all materials and services (including, without limitation, all diagnosis and analysis of problems and defects) necessary to address and begin corrective action on defects and errors in the Software, Documentation, Services, and Deliverables furnished in accordance with the Severity reporting process as follows:

SEV1

- Description – Prevents critical business process from functioning or there is data corruption. Legislative related or deadline oriented. There is no workaround.
- Response Time – Expect a response within 4 hours (during normal business hours) by phone or email to JURISDICTION to correct the issue. If immediate response is required, please follow up with a phone call to Customer Service once ticket has been entered.
- Resolution Time – Resolution turnaround will depend on the complexity of the issue. SEV1 bugs are forwarded to the Programming department, prioritized based on other issues on the priority list and worked until completed. Customer Service will keep the JURISDICTION informed of status on a regular basis.

SEV2

- Description – Prevents or impedes non-critical business process from functioning or there is data corruption. Problem cannot be recreated at CCI. Lost feature or function between releases. An acceptable short-term workaround exists.
- Response Time – Expect prompt response by phone or email to assist JURISDICTION in a possible workaround until the next release can fix the issue.
- Resolution Time – The resolution turnaround will depend on the complexity of the issue, generally in the next minor release. Customer Service will communicate with the JURISDICTION to confirm projected delivery.

SEV3

- Description – Low impact to non-critical business processes or a low impact customer specific-issue, i.e., customization.
- Response time – CCI will contact within 24 hours via email. Customer Service will keep JURISDICTION informed on status of issue.
- Resolution Time – The resolution will be subject to CCI's development schedule and/or as per a written work order.

SEV4

- Description – Usability, User Interface, Training/How-To, or documentation issues, regardless of workaround state. This includes any bug that has a non-intrusive long-term work around.
- Response Time – CCI will contact within 24 hours via email. Customer Service will keep JURISDICTION informed on status of issue.
- Resolution Time – The resolution of a bug will be subject to CCI's development schedule and/or as per a written work order. Customer Service will communicate via Parature for training, how-tos and user issues.

11.2 Calculation Standards

CONTRACTOR shall not be responsible for any damages to the JURISDICTION caused by incorrect value calculations. It will be the sole responsibility of the JURISDICTION to ensure that the application is correctly calculating required values. In the event of errors, the JURISDICTION shall notify CONTRACTOR in writing as to the error(s) and what the corrections are required, allowing sufficient time for CONTRACTOR to remedy the error prior to any public dissemination of the values.

12. Cooperative Purchasing

CONTRACTOR shall make The System available to any other state or local government jurisdiction within the State of California, under the same terms and conditions (with the exception of total pricing, incentives and scheduling timelines) of this Agreement, for a period of twenty-four (24) months from the date of execution hereof.

13. Modifications

Either party may request modifications to this Agreement. Any modification, including but not limited to, the implementation plan, costs or payment schedule must be made through a formal change management process. CCI uses an integrated change control process (as defined in Section 4). All changes from the project plan and scope are managed through a formal change management process, which may include review and approval by a change management board.

14. Assignment and Subcontracting

With the prior written consent of the JURISDICTION's Contract Administrator, which consent shall not be unreasonably withheld, the CONTRACTOR may assign this Agreement including the proceeds hereof, provided that such assignment shall not operate to relieve the CONTRACTOR of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to the JURISDICTION that may arise from any breach of the sections of this

Agreement, its supplements, or warranties made herein including but not limited to, rights of set off.

This Agreement or any portion thereof may not be excluded from any acquisition or assignment of CONTRACTOR in whole or in part, or any assets of CONTRACTOR related to the performance of this Agreement. Should any such acquisition or assignment take place, the JURISDICTION still retains the right to refuse assignment of this Agreement per provisions above.

With the prior written consent of the CONTRACTOR, which consent shall not be withheld unreasonably, the JURISDICTION may assign this Agreement to any public agency, commission, board, or the like, within the political boundaries of the State of California, provided that such assignment shall not operate to relieve the JURISDICTION of any of its duties and obligations hereunder.

15. Independent Contractor

The CONTRACTOR's services shall be furnished by the CONTRACTOR as an "Independent Contractor," and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the CONTRACTOR as an Independent Contractor.

The CONTRACTOR acknowledges that the CONTRACTOR is not entitled to any JURISDICTION benefits including, but not limited to: vacation pay, holiday pay, sick-leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to JURISDICTION employees.

CONTRACTOR will defend, indemnify and hold harmless the JURISDICTION, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, set-offs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

16. No Guarantee of Employment

The performance of all or part of this Agreement by the CONTRACTOR shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the CONTRACTOR or any employee of the CONTRACTOR or any Subcontractor or any employee of any Subcontractor by the JURISDICTION at the present time or in the future.

17. Taxes

The CONTRACTOR understands and acknowledges that the JURISDICTION will not withhold Federal or State income taxes. Where required by State or Federal law, the CONTRACTOR authorizes the JURISDICTION to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the CONTRACTOR will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the CONTRACTOR to make the necessary estimated tax payments throughout the year, if any, and the CONTRACTOR is solely responsible for any tax obligation arising from the CONTRACTOR's performance of this Agreement. The CONTRACTOR hereby agrees to indemnify the JURISDICTION against any demand to pay taxes arising from the CONTRACTOR's failure to pay taxes on compensation earned pursuant to this Agreement.

The CONTRACTOR must pay all taxes including, but not limited to: Business and Occupation Tax, taxes based on the CONTRACTOR's gross or net income, or personal property to which the JURISDICTION does not hold title. The JURISDICTION is exempt from Federal Excise Tax.

18. Regulations and Requirements

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of California, and political subdivisions of the State of California. CONTRACTOR, its agents, employees or Subcontractors shall conform in all respects with physical, fire or other published security regulations while on the JURISDICTION's premises.

19. Records, Audit and Review.

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. JURISDICTION shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars ($10,000.00) CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and review, whether by JURISDICTION or the State, at no charge to JURISDICTION.

20. Termination

20.1 Termination for Default

Any of the following occurrences shall constitute grounds for either party, at its option, to terminate the

Agreement for default: if either party fails to perform any of the obligations of the Agreement; becomes insolvent; is declared bankrupt; commits any act of bankruptcy or insolvency; makes an assignment of this Agreement for the benefit of creditors; failure of CONTRACTOR to pay any of its subcontractors. Either party may, if the default has not been cured following a thirty (30) day written notice, terminate the Agreement, and at either party's option, obtain performance of the work elsewhere.

If a notice of termination for default has been issued and it is later determined for any reason that the notified party was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof. If either party violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the offending party will receive written notice of such failure or violation. The offending party shall correct the violation of failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, the Agreement may be terminated immediately by written notice. The option to terminate shall be at the sole discretion of either party.

20.2 Termination for Public Convenience
The JURISDICTION may terminate this Agreement in whole or in part whenever the JURISDICTION determines, at its sole discretion that such termination is in the best interests of the JURISDICTION. Whenever the Agreement is terminated in accordance with this paragraph, the CONTRACTOR shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the JURISDICTION at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the JURISDICTION. Upon termination under this article, CONTRACTOR shall not seek legal any other remedies against the JURISDICTION.

20.3 Upon Termination
Upon termination of this Agreement for any reason, CONTRACTOR shall deliver to JURISDICTION at no cost to JURISDICTION all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as JURISDICTION may, by written permission, permit CONTRACTOR to retain. CONTRACTOR shall provide all electronic data in a format specified by JURISDICTION at no cost to JURISDICTION.

21. Withholding Payment
In the event the JURISDICTION's Contract Administrator determines that the CONTRACTOR has failed to perform any obligation under this Agreement within the times set forth in this Agreement, providing the lack of performance has not been caused by JURISDICTION's failure to perform its duties and responsibilities under this Agreement, then the JURISDICTION may withhold payments from amounts otherwise due and payable to CONTRACTOR. To the extent that the disputed obligation does not impede the progress or completion of other obligations, the amount that can be withheld by JURISDICTION is limited to the amount specified for that obligation in the Payment Schedule specified in Exhibit A. Withholding under this clause shall not be deemed a breach entitling CONTRACTOR to terminate or seek damages, provided that the JURISDICTION promptly gives notice in writing to the CONTRACTOR of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the JURISDICTION's Contract Administrator set forth in a notice to the CONTRACTOR of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the CONTRACTOR acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The JURISDICTION may act in accordance with this clause, without prejudice to any other remedy.

22. Defense and Indemnity Agreement
CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by JURISDICTION) and hold harmless JURISDICTION and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses (including but not limited to attorneys' fees) incurred by JURISDICTION on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CONTRACTOR's indemnification obligation applies to JURISDICTION's "active" as well as "passive" negligence but does not apply to JURISDICTION's "sole negligence" or "willful misconduct" within the meaning of California Civil Code Section 2782. CONTRACTOR shall notify JURISDICTION immediately in the event of any accident or injury arising out of or in connection with this Agreement.

This indemnification provision shall survive any expiration or termination of this Agreement.

It is further provided that no liability will attach to the JURISDICTION by reason of entering into this Agreement, except as expressly provided herein.

23. Insurance

Unless otherwise approved by the JURISDICTION's Risk Manager in writing prior to commencing work, the CONTRACTOR shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Services and Deliverables required under this Contract, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business as acceptable to the JURISDICTION. All insurance required herein, except the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the JURISDICTION in the event coverage is materially changed, cancelled or non-renewed. The JURISDICTION, its officers, employees and agents shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the JURISDICTION and its officers, employees and agents, as additional insured's, will be primary to any coverage available to them and that no act or omission of the JURISDICTION shall invalidate the coverage. Cancellation or non-renewal of any insurance policy required hereunder, in the absence of replacement of the policy in amounts that satisfy the contract, is a breach of this agreement.

COVERAGE AFFORDED

Workers' Compensation Statute
Commercial General Liability
$1,000,000 each occurrence

Automobile Liability Insurance
$1,000,000 combined single limit including Non-owned, Leased & Hired Vehicles

Professional Liability including
$1,000,000 Errors & Omissions coverage

B. INSURANCE CONDITIONS

1. **GENERAL CONDITIONS:** The CONTRACTOR agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed or approved unlicensed companies in the State of CALIFORNIA with policies and forms satisfactory to the JURISDICTION. All policies will contain an endorsement providing that written notice be given to the JURISDICTION at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.

2. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Workers' Compensation and Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against JURISDICTION, its agents, representatives, officers, directors, officials and employees for any claims arising out of the CONTRACTOR's work or service.

3. **ADDITIONAL INSUREDS:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name JURISDICTION, its agents, representatives, officers, directors, officials and employees as Additional Insureds. The CONTRACTOR agrees that the insurance required herein will be primary and that any insurance carried by the JURISDICTION will be excess and not contributing.

4. **ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Colorado shall issue the Certificates. The CONTRACTOR shall, prior to this Agreement's becoming effective, furnish the JURISDICTION with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured's shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the JURISDICTION.

"JURISDICTION, *a body politic and corporate of the State of CALIFORNIA, its Board members, officers, employees, agents, and other officials*" shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, **the certificate holder shall be listed only as** COUNTY OF SANTA BARBARA.

5. **PROFESSIONAL LIABILITY:** Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provided coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The JURISDICTION may require a copy of the professional liability insurance policy to verify coverage.

24. Evidence of Insurance Coverage

Certificates of insurance evidencing the required coverage's must specifically reference the JURISDICTION contract number for which they are being submitted. The original certificate of insurance must be submitted to the JURISDICTION's Risk Manager at the following address:

A copy of the certificate of insurance shall be submitted to the JURISDICTION's Project Manager at the address set forth in Section 30, *Notices*. Both submissions must be prior to this Agreement's becoming effective and before each Additional Term. The requirement for advance documentation of coverage may be waived in situations where such waiver will, in the sole judgment of the JURISDICTION's Risk Manager, benefit the JURISDICTION; but under no circumstances shall CONTRACTOR actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The endorsement adding the JURISDICTION as an additional insured must specifically reference the JURISDICTION contract number and be submitted to the JURISDICTION's Risk Manager at the above address. The JURISDICTION reserves the right to require CONTRACTOR to furnish certified copies of the original policies of all insurance required under the Contract at any time upon (10) days written notice to CONTRACTOR.

25. Self-Insurance

CONTRACTOR may not self-insure any of the coverage's required under the Contract without the prior written approval of the JURISDICTION's Project Manager and the JURISDICTION's Risk Manager. In the event that CONTRACTOR desires to self-insure any of the coverage's listed above, it shall submit to the JURISDICTION's Project Manager and the JURISDICTION's Risk Manager, prior to the commencement of Services and Deliverables hereunder, a certified copy of CONTRACTOR's most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the JURISDICTION's Project Manager and/or the JURISDICTION's Risk Manager. In the event such approval, is granted, it is understood and agreed that the JURISDICTION, its officers, employees, and agents, shall be entitled to receive the same coverage's and benefits under CONTRACTOR's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in Colorado or otherwise acceptable to the JURISDICTION. If at the time of commencement of the Initial Term of the Contract, CONTRACTOR self-insures its professional liability and/or workers' compensation and employers' liability coverage, CONTRACTOR may, in lieu of the foregoing, furnish to the JURISDICTION a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the Contract by CONTRACTOR to the JURISDICTION, or to limit CONTRACTOR's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by CONTRACTOR hereunder.

26. Venue and Choice of Law

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of California in and for the JURISDICTION. CONTRACTOR specifically consents to personal and subject jurisdiction of said court. This Agreement shall be governed by the laws of the State of California.

27. Patent/Copyright Infringement

CONTRACTOR will defend and indemnify the JURISDICTION from any claimed action, cause or demand brought against the JURISDICTION, to the extent such action is based on the claim that products furnished hereunder by the CONTRACTOR infringes any U.S. patent or copyright. The CONTRACTOR will pay those costs (including attorneys' fees) and damages attributable to any such claims that are finally awarded against the JURISDICTION in any action. Such defense and payments are conditioned upon the following:

That CONTRACTOR shall be notified promptly in writing by JURISDICTION of any notice of such claim.

CONTRACTOR shall have the right, in the event such claim of infringement is made, at its option and expense, to obtain for the JURISDICTION the right to

continue using the products, or replace or modify the products so that they become non-infringing provided no reduction in performance or loss results to the JURISDICTION. CONTRACTOR shall not have any liability if the alleged infringement is based upon the JURISDICTION's use or sale of CONTRACTOR-furnished products, in combinations with other products or devices not furnished by the CONTRACTOR, or modifications made by the JURISDICTION or by the CONTRACTOR to the JURISDICTION's specifications, if such combinations or modifications cause the products furnished by CONTRACTOR to become infringing.

28. Disputes

Time is of the essence in this Agreement. Differences between the CONTRACTOR and the JURISDICTION, arising under and by virtue of the Contract Documents shall be brought to the attention of the CONTRACTOR and the JURISDICTION at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. CONTRACTOR and the JURISDICTION will make best efforts to resolve any disputes in a timely manner.

29. Confidentiality

The CONTRACTOR, its employees, Subcontractors, and their employees shall maintain the confidentiality of all information provided by the JURISDICTION or acquired by the CONTRACTOR in performance of this Agreement, except upon the prior written consent of the JURISDICTION Legal Counsel or an order entered by a court after having acquired jurisdiction over the JURISDICTION. CONTRACTOR shall immediately give to the JURISDICTION notice of any judicial proceeding seeking disclosure of such information. CONTRACTOR shall indemnify and hold harmless the JURISDICTION, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, reasonable attorneys' fees and costs resulting from CONTRACTOR's breach of this provision.

This section does not impose any obligation on the CONTRACTOR if the information is: (i) publicly known at the time of disclosure; (ii) already known to the receiving party at the time it is furnished to the CONTRACTOR; (iii) furnished by the JURISDICTION to others without restrictions on its use or disclosure; or (iv) independently developed by the receiving party without use of the proprietary information.

30. Notice

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice will be given by CONTRACTOR to the JURISDICTION's Contract Administrator, with copy to the JURISDICTION's Purchasing Department at the addresses stated below. Notice to CONTRACTOR for all purposes under this Agreement will be given to CONTRACTOR's Contract Administrator at the address stated below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid. All notices will be deemed to have been given upon mailing of the notice by certified mail return receipt requested to the respective party addressed as specified in this section. Either party may change the address, fax number, or the person to whom the notice is to be directed by forwarding to the other party a notice, which complies with this section.

JURISDICTION's Contract Administrator:
Joseph E. Holland

Address:
105 E. Anapamu St., Room 204
Santa Barbara, CA 93101

Telephone:
805-568-2575

FAX:
805-568-3247

CONTRACTOR'S Contract Administrator:
Lorri Marshall

Address:
1109 Oak Park Drive
Fort Collins, CO 80525

Telephone:
(970) 212-4001

FAX:
(970) 223-4204

31. Waiver

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

32. Quiet Possession and Usage

The JURISDICTION upon paying the amounts due hereunder and performing all other covenants, terms and conditions on its part to be performed hereunder, may and will peacefully and quietly have, hold, possess, and benefit from The System for the term provided without suit, molestation or interruption.

After execution of the Master License, Services and Support Agreement, CONTRACTOR grants to JURISDICTION a perpetual non-exclusive license to

use the CONTRACTOR's software delivered pursuant to this Agreement regardless of JURISDICTION's exercise of its options to continue or renew the Master Software License and Support Agreement. CONTRACTOR or Subcontractor as applicable shall retain full and perpetual ownership rights to the software, with JURISDICTION having only those rights specifically provided in writing by the Master Software License and Support Agreement. JURISDICTION hereby acknowledges that the same or similar software may be sold, licensed or leased by CONTRACTOR to other users or agents.

The license of the software by CONTRACTOR to the JURISDICTION includes a clear license to the software with a perpetual non-exclusive right of the JURISDICTION to use the software in the JURISDICTION's jurisdiction.

CONTRACTOR hereby agrees to permit JURISDICTION to make copies of the software for backup purposes. JURISDICTION hereby agrees not to make copies for sale, distribution, or any purpose other than its own internal use. JURISDICTION may not sell, lease, transfer, assign, or license the software to a third party without prior written permission from CONTRACTOR. JURISDICTION agrees not to remove statements of copyrights, trade secrets, or proprietary rights which appear in the software or documentation. JURISDICTION also agrees to take such reasonable steps as required or requested by CONTRACTOR from time to time in order to protect CONTRACTOR's rights in the software.

Following full payment of the License Service Fees, the JURISDICTION will have full ownership rights to the source code including the rights to use, copy, and display, modify and create derivative works from the source code. The source code is stored by CCI and by a separate third party and would be fully accessible following any termination event. This would include the inability of the CONTRACTOR for any reason to provide support or becoming insolvent, or the decision by the JURISDICTION to not fund or otherwise terminate support. There will be no additional costs to JURISDICTION for the transfer of the code. CONTRACTOR is not responsible for compilation of code or support of any kind for the source code.

33. Limitation of Liability

Except as provided in other sections of this agreement, the parties agree that neither the CONTRACTOR nor the JURISDICTION shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect or special damages except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Agreement. This section does not modify any sections regarding retainages or any other such conditions as are elsewhere agreed to herein between the parties.

Neither the CONTRACTOR nor the JURISDICTION shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the CONTRACTOR or the JURISDICTION. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than JURISDICTION acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the CONTRACTOR, the JURISDICTION, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, neither the CONTRACTOR nor the JURISDICTION shall be liable for damages for delays, unless the, Software, or Services to be furnished by their Subcontractors were obtainable on comparable terms from other sources in sufficient time to permit the CONTRACTOR or the JURISDICTION to meet its required performance schedule.

Except for claims of personal injury and breaches of confidentiality obligations contained in this Agreement, CONTRACTOR and JURISDICTION liability for all damages shall not exceed the total value of this Agreement.

34. No Publicity or Endorsement

CONTRACTOR shall not use JURISDICTION's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use JURISDICTION's name or logo in any manner that would give the appearance that the JURISDICTION is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of JURISDICTION. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the JURISDICTION or its projects without obtaining the prior written approval of JURISDICTION.

35. JURISDICTION Property and Information

All of JURISDICTION's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain JURISDICTION's property, and CONTRACTOR shall return any such items whenever requested by

JURISDICTION and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any JURISDICTION property, documents, or information without JURISDICTION prior written consent.

36. Nondiscrimination
JURISDICTION hereby notifies CONTRACTOR that JURISDICTION 's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the County of Santa Barbara Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

37. Nonexclusive Agreement
CONTRACTOR understands that this is not an exclusive agreement and that JURISDICTION shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the JURISDICTION desires.

38. Subpoena
In the event that a subpoena or other legal process commenced by a third party, in any way concerning the System or Related Services provided pursuant to this Agreement is served upon CONTRACTOR or JURISDICTION, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONTRACTOR and JURISDICTION further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

39. Severability
If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

40. Survival
All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

41. Exhibits
Attached hereto and made part hereof is the following:

Exhibit A	CONTRACTOR's Price/Payment Schedule
Exhibit B.	CONTRACTOR's Statement of Work/Functional Requirements Document
Exhibit C	CONTRACTOR's Project Timeline
Exhibit D	Definitions

42. Entire Agreement
This written Agreement, including the documents incorporated herein, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understanding between the parties. In the event of any conflict requiring interpretation, the precedence of documents shall be:

Exhibit A	CONTRACTOR's Price/Payment Schedule
Exhibit B.	CONTRACTOR's Statement of Work / Functional Requirements Document
Exhibit C	CONTRACTOR's Project Timeline
Exhibit D.	Definitions

Execution of Counterparts
This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Colorado Customware, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: 5/26/10

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR

By: _____
(Authorized Signature)

TaxID Number: _____

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Colorado Customware, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR

By: _____
(Authorized Signature)

TaxID Number: 84-1194442

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

Contract Summary Form: Contract Number : - - - -

D1. Fiscal Year ..... : FY2009-10 – FY 11-12
D2. Budget Unit Number *(plus -Ship/-Bill codes in paren's)* : 062
D3. Requisition Number ..... :
D4. Department Name ..... : Clerk-Recorder-Assessor
D5. Contact Person ..... : Rose Rodarte
D6. Phone ..... : 568-2687

K1. Contract Type *(check one)*: [ ] Personal Service [x] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : Property Assessment Administration and Valuation System
K3. Original Contract Amount ..... : $1,023,800, plus ongoing maintenance
K4. Contract Begin Date ..... : May 25, 2010
K5. Original Contract End Date ..... : June 30, 2012
K6. Amendment History *(leave blank if no prior amendments)*:

Seq#	*EffectiveDate*	*ThisAmndtAmt*	*CumAmndtToDate*	*NewTotalAmt*	*NewEndDate*	*Purpose (2-4 words)*
		$	$	$		

K7. Department Project Number ..... :

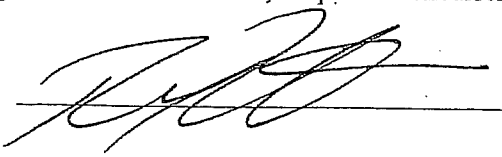
B1. Is this a Board Contract? *(Yes/No)* ..... : Yes
B2. Number of Workers Displaced *(if any)* ..... :
B3. Number of Competitive Bids *(if any)* ..... :
B4. Lowest Bid Amount *(if bid)* ..... : $
B5. If Board waived bids, show Agenda Date ..... :
B6. ... and Agenda Item Number ..... : #
B7. Boilerplate Contract Text Unaffected? *(Yes / or cite ¶¶)* :

F1. Encumbrance Transaction Code ..... :
F2. Current Year Encumbrance Amount ..... : $
F3. Fund Number ..... : 0001
F4. Department Number ..... : 062
F5. Division Number *(if applicable)* ..... : 4000
F6. Account Number ..... : 8301
F7. Cost Center number *(if applicable)* ..... :
F8. Payment Terms ..... : Net 30

V1. Vendor Numbers *(A=uditor; P=urchasing)* ..... : TBD
V2. Payee/Contractor Name ..... : Colorado CustomWare Inc.
V3. Mailing Address ..... : 1109 Oak Park Drive
V4. City State *(two-letter)* Zip *(include +4 if known)* : Fort Collins, CO 80525
V5. Telephone Number ..... : 970-212-4001
V6. Contractor's Federal Tax ID Number ..... : 84-1194442
V7. Contact Person ..... : Lori D. Schlotter
V8. Workers Comp Insurance Expiration Date ..... : 11-01-2010
V9. Liability Insurance Expiration Date[s] *(G=enl; P=rofl)* : 11-01-2010
V10. Professional License Number ..... : #
V11. Verified by *(name of County staff)* ..... : Rose Rodarte
V12. Company Type *(Check one)*: [ ] Individual [ ] Sole Proprietorship [ ] Partnership [x] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature ..... :



Price/Payment Schedule (Exhibit A)

Santa Barbara	Payment Date		Amount
License fees			
Contract signing - 50%	5/17/2010	$	225,000
Version 5.4 Install RW (CCI Sample Dataset) - 40%	10/1/2010	$	180,000
SB - System of record - 10%	2/1/2012	$	45,000
Services			
Project Management - $ 5,645.45 monthly	5/17/10 - 2/17/12	$	124,200
Installation (Labor) - 100%	10/1/2010	$	6,000
Best Fit Analysis			
Best Fit meeting and delivery of BF shell - 50%	6/30/2010	$	12,500
Delivery of Draft Best Fit Documents - 25%	8/15/2010	$	6,250
Delivery of Final Best Fit Documents - 25%	9/1/2010	$	6,250
Conversion			
First data mapping meeting - 50%	9/15/2010	$	32,000
Delivery of data mapping documentation - 25%	12/15/2010	$	16,000
Delivery of data in first sample conversion - 25%	3/15/2011	$	16,000
Custom Programming & Integration			
Begin Work Order analysis - 50%	10/1/2010	$	135,000
Delivery of proposed Work Orders - 25%	12/1/2010	$	67,500
Start of programming - 25%	3/1/2011	$	67,500
Training			
Delivery of End User Training Plan - 50%	2/4/2011	$	38,400
Completion of End User Training - 50%	1/15/2012	$	38,400
Advanced User Training Classes	9/1/2011	$	7,800
Third Party (not subject to retainage)			
As required: SPSS	TBD (2012)	$	3,600
Marshall & Swift Cost Tables	TBD (2012)	$	21,250
Totals (without support)		$	1,048,650
Support (per Section 2 - 1 year after installation of software)		$	108,000
TOTALS WITH SUPPORT		$	1,156,650

		Project
Budget 2010	$	731,664
Budget 2011	$	197,445
Budget 2012	$	98,291
RW Support + Marshall & Swift		
***Support 2011**	$	129,250
***Support 2012**	$	129,250

Billable from July 1, 2011 - June 30, 2012
Billable from July 1, 2012 - June 30, 2013

*Does not include SQL Server database licensing

*Optional Modules: FieldWare & EncompassGIS (payment due upon installation		
FieldWare	$	78,720
EncompassGIS	$	93,720

*Support for Optional Items not shown in Support Cost Table

Product

Colorado CustomWare, Inc (CCI) will provide a fully integrated property tax assessment administration and computer-aided mass appraisal (CAMA) product. CCI understands that Santa Barbara County, and the State of California has a unique way of valuing property with Propositions 13 and 8. CCI will provide the functionality of those Propositions at no additional cost to the costs outlined in Exhibit A (Exhibit A is inclusive of that required functionality). The system delivered will use the latest Microsoft SQL Server and .NET technologies. As part of the contract CCI agrees to provide a complete (un-escrowed) copy of the source code to the County of Santa Barbara upon termination of this agreement.

STATEMENT OF WORK

Services:

PROJECT MANAGEMENT: CCI project manager will apply methods to manage and control projects: scope, costs, time constraints, product quality, human resources and project risks, so that each project is completed on time and within budget.

CCI's project management approach conforms to the methodology standardized by the Project Management Institute (PMI). The CCI Project Manager's role is to ensure adherence to these methodologies and the terms and conditions of the contract. The following areas of discipline are detailed in a Project Management Plan, which will be developed by the CCI Project Manager and reviewed and agreed to by the project sponsors.

Scope Management: The Project Manager ensures that the project includes all the work required to complete the project successfully. Tasks are identified and submitted for buy-in by all stakeholders; all deviations from the scope are managed through the change management process.

Communications Management: It is the Project Manager's responsibility to keep all designated stakeholders advised of the project status and alert them to any situation that jeopardizes the project schedule. A communication plan is developed at the start of the project that includes communication methods, reports, frequency of status updates, etc.

Change Management: CCI uses an integrated change control process. All changes from the project plan and scope are managed through a formal change management process, which may include review and approval by a change management board.

Issues Management: CCI uses SharePoint as a project information portal; issues will be posted and tracked on the SharePoint site through resolution. This prevents reliance on email communication for tracking and history of issues.

Resource Management: The Project Manager ensures that all staff associated with the project conducts their work in an ethical manner and in compliance with organizational rules and policies established by all participating organizations.

Time Management: The Project Manager is responsible for developing a timeline for the project that includes all of the tasks required for completion, the dates all tasks are to be performed, and the parties responsible for completing the work. The Project Manager updates the timeline as necessary and continually keeps the customer in the communications loop.

Cost Management: It is the Project Manager's responsibility to ensure that the project is completed within the approved budget.

Quality Management: The Project Manager will emphasize prevention over inspection to ensure quality standards are met. The Project Manager will identify the root cause of quality issues and take appropriate corrective actions.

Risk Management: The Project Manager works with all stakeholders to identify potential risks. A risk response plan is generated and communicated for all risks identified.

The Project Management Plan, which is developed at the beginning of the project, details the communication plan (including required reporting) for the project. The following strategies have been established to promote effective communication in past projects and can be tailored to the specific needs of the county.

Weekly Status Report:
The CCI project manager will provide a written status report detailing:

- Status of the week's tasks/deliverables
- Tasks/deliverables scheduled for the following week
- Open issues that jeopardize the scope, costs, timeline
- Invoices generated that week
- Needs from management

The weekly status report will be sent via email to a specific list of sponsors/stakeholders and stored on the SharePoint site.

Monthly Status Report:
The CCI project manager will provide a written high level monthly status report spotlighting:

- Accomplishments
- Goals Not Met
- Goals for the following month
- Needs from management

The monthly status report will be sent via email to a specific list of sponsors/stakeholders and stored on the SharePoint site.

CONVERSION: CCI's phased conversion process includes a review of preliminary data, data mapping and lookup, data collection, writing of a jurisdiction specific conversion application, an integrated load procedure, a test conversion with internal balancing and testing, and a final conversion.

Colorado CustomWare's (CCI) goal is to transition customer data into the CCI application using a consistent, proven approach. The Conversion Standards and Plan facilitates customer participation in developing the conversion process, which in the end produces invaluable in-house resources for the jurisdiction. It also is an opportunity for the customer to review their current business processes, specific needs for the jurisdiction, legislative requirements affecting data, and how these processes and requirements should move forward into the new application.

The ideal conversion situation is to have a one-to-one correlation between a jurisdiction's currently recorded items and the CCI application's fields. Each jurisdiction is unique, but with that goal in mind, certain standard fields are included in all conversion plans. The complete list of legacy data files to be converted should be agreed upon by the jurisdiction and CCI before data mapping and conversion begins.

Basic data fields for cover owner name and address, situs address, legal description, parcel number, property type or class, neighborhood number, and tax district. CollectWare's core includes authority information and special assessments as well. The conversion process is carried out in several basic phases that are introduced below and

further detailed later in this document. Each phase may include multiple steps. Some phases may overlap or run concurrently.

Phase 1 – Best Fit Analysis and Data Extraction

The conversion team participates in the "best fit" analysis so that CCI team members can familiarize themselves with the jurisdiction's data needs. During this time, the customer gathers the data that will be processed during conversion. The jurisdiction provides electronic copies of this data to the CCI conversion team.

Phase 2 – Data Mapping

CCI team members analyze the data received from the client and create a mapping chart and dictionary that show which legacy data will fit into which CCI application table and notes any special actions needed. Domain enforcement data mapping involves grouping the data in the jurisdiction's current system to create translation and application look up tables for domain enforcement (e.g., tax districts, account types, and cities). Structure data mapping is the process of assigning legacy data fields to the data fields in the CCI conversion database -- an intermediary database (Load tables) which is populated and validated before moving data from the conversion application database to the intended CCI application database structure.

Phase 3 – Conversion Application

CCI Conversion Application – a set of jurisdiction specific scripts and procedures – are written to move customer data to the conversion framework (Load tables), encompassing any rules determined by the jurisdiction and CCI team members during data mapping. At this point, there is an opportunity for the jurisdiction to verify and alter mappings as needed. Internal balancing is completed to ensure that all data was translated to the conversion database as expected.

Phase 4 – Internal Balancing and Testing

Data that has been loaded into the conversion framework is moved to the final production tables used by the CCI application RealWare. During this process, the data is versioned and the audit trail is written. Any system-generated data required in the system is also created in this step. Several iterations of the data conversion and loading may take place as items are tested against the final application.

Phase 5 – Jurisdiction Setup and Testing

During this phase, the jurisdiction has an opportunity to test the data conversion and familiarize itself with the selected CCI software. Any hardware needs required by CCI applications are set up at the customer's site. A test environment for the CCI software applications is installed at the customer's site. Test versions of the database are received and installed at the customer's site. Any desired data clean up on legacy data is performed by the jurisdiction. Finally, the customer tests their data through the CCI application and informs the CCI Conversion team of any alterations needed in the conversion scripts.

Note: Phase 4 and 5 may run concurrently.

Phase 6 – Final Conversion

The customer supplies CCI with the most current and complete version of all agreed upon data sources and a final conversion is processed. The jurisdiction ensures that the data given is complete and accurate.

Phase 7 – Conversion Acceptance

After the final data load, external balancing is verified and the jurisdiction proceeds into production. The jurisdiction signs off on balancing, and the system is considered live and may be used.

INTEGRATION: Integration consists of the CCI components that facilitate the automated transfer of data between CCI products and external applications; and includes data loading capabilities, simplified data access, and web services.

CCI offers standardized, flexible mechanisms for integrating with external systems that need to transfer data to or from RealWare in an automated fashion. The components that accomplish this are called DataLoad and DataMart, and they handle incoming and outgoing data, respectively. They are designed to protect the production data while offering maximum ease of use for others not familiar with the details and structure of the production data.

The data in these modules can be accessed through direct database access if desired. In addition, each of these components provides a robust library of data services designed using industry-standard technologies, including Service Oriented Architecture (SOA) and the use of WCF (Windows Communication Foundation) as the transport method between CCI's integration components and the external systems.

Incoming Data: DataLoad

The DataLoad component allows a jurisdiction to update the CCI database with data from a different system. All data that goes into the production system in an automated fashion must go through DataLoad, which accepts information about accounts, adjustments, sales, permits, appeals, improvements, addresses, owners, parcels, land, subdivisions, legal information, and more. Client applications are able to place data into a staging area for automated loading into RealWare, either by direct inserts into the Oracle staging tables or via web services for maximum compatibility. Some support for file loading is also available, including CSV, Excel, and fixed-width formats. The subsequent transfer from the staging area to production takes place at an interval configurable by the jurisdiction.

Outgoing Data: DataMart

The DataMart component provides other applications with access to snapshots of production data. At a configurable interval, DataMart creates an updated summary of the current production data for one or more tax years. The DataMart warehouse includes information on accounts, adjustments, account values, sales, sales comparables, ownership, addresses, improvements, legal information, notes, and more. This data is made available to users for reporting and ad-hoc queries as well as to client applications, including web sites, on demand via web services. Integration that needs to take place through the transfer of files to other systems is also supported. Output files customized by the jurisdiction can be created through the ListBuilder interface. These may be saved as XML, text, MS Excel spreadsheets, or Word documents.

CUSTOMIZATIONS: Compliant with State of California method of valuing property with Propositions 13 and 8. CCI is will provide the functionality of those Propositions at no additional cost to the costs outlined in Exhibit A

QUALITY ASSURANCE: Ensuring that stable builds are released. Thorough in-house testing will be performed prior to any release. Automated regression and functionality test suites will be executed to ensure that no old issues have resurfaced and that all functionality is as expected. Manual testing will also be performed for those situations that cannot be effectively automated. Integration testing, whether manual or automated, will be

performed to provide correct integration functionality. Testing will also be performed on a variety of system environments to ensure that the software functions correctly on systems that are representative of those in use by customers. In addition, CCI will execute a suite of performance tests to make certain that operations performed by the software are carried out in a timely manner. CCI will also utilize a beta site so that customers can be involved in the testing process and provide feedback. The testing performed before each software release will ensure that each release is stable and of the highest quality before it is made available to customers.

INSTALLATION: The installation services provided by CCI will be performed on-site or by a VPN or terminal services connection provided by the jurisdiction. This includes server installation and configuration of third-party database software, Windows services, ClickOnce for deployment of client installation of the application. Documentation and required scripts are included and may be performed by the jurisdiction if preferred.

TRAINING: Initial training of the software will be conducted on-site at the jurisdiction; but in addition, CCI offers an online Academy and bi-weekly Coffee Clubs for continuing education. Areas of training shall include but are not limited to:

- Client / front-end user
- Management and review processes of the software
- Reports
- Methods and techniques

System administration

CCI covers the following learning styles in its approach to training:

- Visual (spatial)
- Aural (auditory-musical)
- Verbal (linguistic)
- Physical (kinesthetic)
- Logical (mathematical)
- Social (interpersonal)
- Solitary (intrapersonal)

By incorporating these various learning styles, CCI training has been created to address the individual learner, and as such, takes into consideration the training needs of all individuals. All user types benefit from this approach to training, as it considers the individual's specific learning style needs.

CCI's training approach caters to a diverse population of students. It works well for training the technology-oriented student, as well as process-driven students. Our training approach is effective, interactive, and fun, providing students with hands-on education, as well as an understanding of how the software is to be properly used. We foster an environment where students can learn from their achievements and their mistakes, while gaining a deeper understanding about their new software in an informative, supportive and practical atmosphere.

Our training also empowers students to take ownership of their new software system. At CCI, we deploy "Training-the-Trainer" methodologies. We know the importance of having RealWare experts in your jurisdiction who will be able to train others at a later date. We also understand that training is a powerful teambuilding exercise that helps to develop future trainers and leaders from your office. A benefit to CCI's training approach is that it provides you with future training materials to train new hires and for refresher trainings as employees change job responsibilities. We offer flexible training programs, and work with you to define your specific training needs for initial installation and long-term expertise on site.

On-site Training
This training consists of formal training by a Subject Matter Expert and/or a Customer Support/Training Specialist in a classroom setting. This training is customized to meet the specific criteria needed for your needs, and also serves as an excellent forum for users to get acquainted with the CCI Customer Support/Training team.

Online Training
This training consists of formal online classroom style trainings at CCI's Virtual Academy. This website delivers modularized training via the latest e-learning methodologies. The online student can focus on a specific training plan (e.g. a new user or new employee) or just take refresher courses during the employee's career.

End User Course
This training consists of formal training by a Subject Matter Expert and/or a Customer Support Training Specialist in a classroom setting. This training is customized to meet the specific criteria needed for your jurisdiction. This course covers basic navigation and modules the typical end user will need to know in order to complete their job functions. This training can be broken down to specific modules and how they operate.

Advanced User Course
This training covers advanced tasks and should take place after End User training has occurred, preferably just after actual go live. This course covers advanced functions and modules the typical advanced user will need to know in order to complete their job functions. This training can be broken down to specific modules and how they operate.

Administrative User Course
These training covers tasks generally completed by the administrative user, and are typically attended by a select few from any jurisdiction.

CUSTOMER SUPPORT: CCI shall provide customer support per the Master License, Services, and Support Agreement.

Before go-live CCI's project manager will facilitate an internal hand-off to CCI's Customer Support (CS) department, which includes a knowledge transfer so the CS dept is prepared to support the County as a new customer.

CCI will also train designated County staff on Parature.

CCI will be onsite to support go-live with desk side assistance as defined in the Training Services section above.

The CCI account manager will hold weekly usability meetings for end-users. The goal is to keep regular contact with the end users and proactively address issues that may cause confusion or frustration. These meetings will be held until the County feels they are no longer required; typically a couple months.

SUBJECT MATTER EXPERTS (SMEs): CCI's SMEs focus exclusively on the needs that are unique and specific to government professionals. The SME team is intimately familiar with CCI's Encompass Product suite and assists new clients in communicating what functionality currently exists and how that might be incorporated into a new business process for the jurisdiction.

Functionality

Functionality	YES	NO	Comments
Assessment System Features			
1. Ability to have an unlimited number of Owners/Taxpayers/Mailing Names and Addresses per account (property/parcel)	X		
2. Ability to relate One owner/address record with multiple accounts so if the address changes, the change must only be defined on one account and automatically update all other associated accounts	X		
3. View all names associated with an account on one screen	X		
4. Standardized owner name directory to avoid variation; such as USA/US of A/United States of America	X		Names can be "Normalized" for standardization and ease of maintenance.
5. View mailing address that all notices are being mailed to for checking and editing	X		
6. Ability to define a date range with different mailing addresses that apply throughout the year for mailing notice or information to the taxpayer	X		
Provide separate property address as follows:			
7. Street number field	X		
8. Pre Direction (N, W, E, W, NE, SW, etc.)	X		
9. Street Name	X		
10. Street Type (Ave, Blvd, St, Rd, Cl, Pl, etc.)	X		
11. Post Direction (N, S, E, W, NE, SW, etc.)	X		
12. Unit Number field	X		
13. City	X		
14. State	X		
15. Postal Code (Zip Code) Auto verify that	X		Customization Required

zip is correct			
16. Ability to maintain a master street listing this is required to be used in data entry of property addresses	X		
17. Ability to include foreign addresses	X		
18. Have an unlimited number of property addresses associated with an account	X		
19. The ability to attach a property address to an individual building on the account	X		
20. System has the ability to track XY coordinates on an account	X		
21. Ability to search by any field in the database	X		
22. Ability to have quick searches available through the interface that show all types of data attached to an account, i.e. sales, building permits, appeals, income records, pending title documents, associated unsecured accounts, supplemental billing, parcel maps, photomapper, tax rate area, property characteristics, acreage, etc.	X		Account Type and Account Flags can be used for a variety of different uses or optional fields may be used if needed.
23. If an account has a restricted Ag Preserve assessment the system will link to valuation detail in the SB County Ag Preserve system (Williamson Act).	X		Integration Required
24. Ability to create user defined searches that can be saved for the user to reuse	X		
25. Ability to have an unlimited size field for Legal description and the ability to search by	X		
26. Ability to store and cross-reference an unlimited number of parcels by owner name	X		
27. Ability for owner history file to maintain and show breakdown of previous owners in chronological order by date - In essence, a title search	X		
28. Ability to have more than one tax district on an account	X		
29. Ability to track account zoning	X		
30. Allow for unlimited Neighborhoods by property type that can affect all	X		

approaches to value			
31. Provide for public access (inquiry only) to data from a workstation on site or from a remote location and from the Web using a separate data warehouse	X		
32. Provide for use of portable data collection devices for data entry in the field for later import into the production system	X		
33. Provide capability for remote data collection via wireless connectivity	X		
34. Provide for unlimited number of changes per day and per session and the ability to view every change	X		
35. Provide easy to use sketch vectoring system including unusual angles or rounded curves on buildings that is integrated into the building data both in the office and in the field	X		Sketch is also addressed in Cost approach #25 and 26 Provided with seamless integration with APEX
36. Ability for the sketch to automatically update the building data in the building record	X		Provided with seamless integration with APEX
37. View all Deed information and the details associated with each deed	X		Through attachment or web service viewing of document management application
38. Track all parent, sibling, and child record associations	X		
39. Visibility of all values associated with the account, Cost, Market, Income, Reconcile, or other	X		
40. Ability to view the Breakdown of actual, adjusted actual, assessed, adjusted assessed value by land and building	X		
41. Ability to view all building permits associated on an account	X		
42. An at-a-glance indicator of any active permits associated with an account	X		
43. Ability to view every level of appeal associated with an account for any tax year at a glance	X		
44. The ability to have a business name associated with an account	X		Unlimited number - associated at

			situs address level
45. Provide a note screen for an unlimited number of general notes for the parcel	X		
46. Ability to determine if a note is private or can be viewed by the public	X		
47. Define notes by category, i.e. sales, land, etc.	X		
48. Ability to create ad-hoc reporting with intervention from the bidder	X		No intervention required – can be accomplished by jurisdiction level
49. Ability to maintain an unlimited number of use codes for valuation purposes	X		
50. Ability to use the use codes for reporting purposes to other agencies	X		
51. Ability to Copy data in the administrative lookup tables from one year to the next through the interface	X		
52. Ability to link Personal property accounts to a Real property account	X		
53. Ability to have an unlimited number of Buildings/Structures on any account	X		
54. Provide ability to view multiple screens of property record buildings and structures at one time	X		
55. Ability to have an unlimited number of land use codes and values per account	X		
56. Ability to clone an account and choose the appropriate administrative, land, building, applications, exemptions, photos, sketches, documents, etc. to be included in the process	X		
57. For system user – the ability to view and edit remarks for a given account	X		Account notes have a great deal of flexibility for security including "Row Level" which allows each department to protect their notes.
58. For each account the user should be able to see the converted Documentary Transfer Tax amount for each transfer associated with the history of the account	X		Available in the sales form and sales history.
59. For each account need to see history of recorded documents: document type, image of document and whether or not	X		Through attachment or web service viewing of document management

the title transfer decision led to a re-assessment			application and account flag.
60. When viewing an account – need ability to scroll between tax years	X		In addition a user can have an account or accounts open in multiple tax years at the same time.
61. When viewing an account – need ability to scroll backwards or forwards to the next sequential account	X		
62. Work flow management – ability to assign events to particular appraisers based on geographic location (parcel book & page), property type (use code – see attached) and event type (value reason code – see attached)	X		
63. Work flow management – ability for assigned users (Supervisors & Managers) to adjust assignments	X		
64. Work flow management – ability to produce real time reports ~~that show~~ productivity per appraiser. Report should allow detailed reporting (completed and outstanding work per appraiser per event type) as well as summary overview of production to date	X		
65. Work flow management – ability to set up work items for future years – up to four years in future	X		No limit
66. Subdivision Bonds Produce and track subdivision bond value requests	X		Need more info, is this SID tracking?
67. Undivided Interest Program – Ability to provide tax collector with UDI info-segregate base values by ownership (R&T Code 2188.11)	X		Customization required
Mapping Module – land splits, etc.			
1. Provide for land splits and creation of new parcels in a mass environment - Create and edit parcels – Auto-cad	X		Integration with GIS application required if account creation is automatic. EncompassGIS is not a map editing application.
2. Provide for land splits and creation of new parcels one at a time with a clone feature	X		

3. Create mineral parcels	X		
4. Ability to link to title data for legal descriptions	X		Integration Required
5. Auto check legal descriptions on deeds to assessor database. Auto check metes and bounds	X		Customization Required
6. Ability to create and edit Tax Rate Areas (TRAs)	X		
7. Ability to create new work orders / mapping jobs from recorded and non-recorded events.	X		WorkFlow
8. As recorded mapping events are received – need ability to designate as a new work event or not. (verify, not verify, new work, waiting, pending, cancel, save)	X		WorkFlow
9. Ability to update certain roll information; TRA, usecode, acreage, non tax code, Ag Preserve #, SBE#, Situs address, Lot/Tract database description, mapping remarks	X		
10. Ability to do annexations (tax district changes) in mass and track the accounts affected for reporting	X		
11. Ability to filter docs by Recorder (Riims) coding. Ability to categorize as new work, waiting, pending, trash, cancel and save	X		WorkFlow
12. Look up parcel history and roll history on any and all parcels	X		
13. Maps – Workflow Management Ability to assign work to mapping staff and run real time canned and customizable reports on workload production	X		WorkFlow
14. Completed maps work must create work items for appraisal, both lien date and supplemental	X		WorkFlow
15. Ability to connect to other applications within the maps module. Laser Fiche, Riims, map viewing, GIS, photomapper	X		Some integration required
16. Customizable map work order forms	X		WorkFlow
17. Work-order status & tracking - ability to query by document, ability to track	X		WorkFlow

work-orders (who, where, when), search work-orders by various headings, ability to hold a work-order subject to future event, easy to view job status on any work-order			
18. Data tables -Customizable table view fields, multiple table view options, ability to add data in table format, ordering and filtering capabilities	X		
19. OCR capability to scan a legal description and compare with existing legal description in system.	X		Some integration with document imaging system required
20. Ability to customize pull down menus	X		
21. Preset mapping work-order priority conditions			WorkFlow
22. Ability to automatically generate a "bad legal" letter	X		Some minor report customization required
23. Ability to assign ownership to temp parcels and new parcels (like on abandonments)	X		
24. Have the work-order display in the Title Transfer module in a document centric view	X		WorkFlow
25. Have the work-order display in the Valuation module in an APN centric view	X		
26. Ability to distinguish between Election and Assessor work-orders	X		WorkFlow
27. Ability to add-delete and freeze mapping remarks in the system	X		Notes
28. Ability to correct the event date	X		
29. Immediate change to working roll on updating and posting	X		
30. Download closed roll with selectable fields	X		
31. Download working roll	X		Not required with Versioned data
32. Ability to search on retired parcels without going to each year	X		Search Options
33. Ability to filter current year as default view for work-orders	X		

34. Ability to cancel and reuse work-order numbers			Not required with WorkFlow
35. Display the working roll owner as primary default	X		
Subdivisions			
1. Ability to upload data from GIS to start the creation of a Subdivision	X		Some integration required
2. System allows for an unlimited number of phases or filings to be associated with a subdivision	X		
3. Ability for the land appraiser to define the Land Model for the new subdivision before the creation of the accounts	X		
4. Ability to map all items like: buildings, permits, photos, sketches, etc., from the parent account to the appropriate child account	X		
5. Ability to view and edit subdivision data input prior to creation	X		
6. Ability to enter common subdivision data (i.e. tax district, account type, legal, etc.) once with automatic population of individual account information	X		
7. Ability to assign land attributes to the new accounts before creation of the subdivision	X		
8. Ability to add notes to each account being created in the new subdivision	X		
9. Ability to keep the parent account active or deleted based on the user input of the final value of the parent parcel	X		
10. System automatically creates the association between the parent parcels and the newly created accounts	X		
CA \ Prop 13: Title Transfer Functionality			
36. In general CCI should replicate current functionality of the Title Transfer module in the SB County APS assessment system			
37. Electronically receive and view documents from Recorder "Riims"	X		Web Service call to recorder system

database. Document types on attached "pick list"			
38. Ability to set up unrecorded transfer events	X		Based on Document Type codes
39. Link Title functions to Mapping, Valuation and Homeowners	X		
40. Determine percentage change in ownership and percentage re-appraisal			Customization Required
41. Set up work items for different types of transfers	X		WorkFlow
42. Cancel, change, withdraw title transfer decisions (with appropriate approval requirements and audit trail)	X		WorkFlow
43. Add, delete and edit all Title Transfer decision and work items (with appropriate approval requirements and audit trail)	X		WorkFlow
44. Provide for Title Transfer Supervisorial review and approval	X		WorkFlow
45. Title Transfer work logs	X		WorkFlow
46. Receive un-redacted vital images from the Recorder	X		Web Service call to recorder system
47. Copy/paste functionality	X		
48. Ability to send and track Change in Ownership statements pursuant to R&T Sections 480 - 487	X		Customization Required
49. Ability to apply penalties for failure to return Change in Ownership statements pursuant to R&T Sections 480-487	X		Customization Required
Building Permits			
1. Provide ability to track and maintain building permits and monitor construction in progress	X		
2. Ability to access permits by tax parcel number (map/block/lot), GIS PIN, owner name, permit number, and property location	X		
3. Ability to maintain the jurisdiction's building permit types, reasons, etc.	X		
4. Ability to enter all entity's building permits into one screen	X		

5. Ability to receive building permit data from other entities electronically	X		
6. Ability to pull reports based on building permit data in the system and view through GIS	X		
7. Ability to allow the building department to enter building information directly into the system	X		
8. Ability to set up Prop 13 work item for selected permits that then become part of workload assigned to particular appraiser	X		"Permit Type" and WorkFlow
9. Ability to set up a new construction event based on a Fire Department incident report	X		WorkFlow
Exemptions & Exclusions – Operations and Valuation Functions			
1. Ability to track application for Exemptions and their status. If approved, the exemption must automatically apply to the account and affect the appropriate values, i.e. homestead, veterans, disability	X		
2. All exemptions are defined by jurisdiction and all rules defined with the exemption	X		
3. Ability to have an unlimited number of exemptions on any account	X		
4. Ability to flag and add comment to parcels which need to be reviewed for exemption qualification	X		
5. Provide ability to automatically calculate rollback taxes for any properties that meet exemption criteria	X		
6. Work flow management – ability to track status of exemption process and provide for final approval	X		WorkFlow
7. Automated correspondence and tracking of all forms required for all exemptions and exclusions – includes bar coding for each form/letter	X		Barcode Fonts Required (some minor license costs may apply)
8. Interfamily transfer exclusion (Prop 58, R&T 63.1 et seq) tracking and processing. Auto spreadsheet			Customization Required

	calculator for $1M limit, $1M SBE Report, track workload, assign for reassessment properties that do not qualify.			
9.	Ability to process and track the transfer of base values under Prop 60 (R&T 69 et seq) Track flow of process between operations and valuation	X		
10.	Disaster Assessments - Ability to track and process all functions necessary for R&T 170 assessments. Includes supplemental disaster value notice and process	X		
11.	Homeowners Exemption (HOE) – Ability to generate workload and tracking for events that cause a HOE claim to be initiated. See attached document HOE	X		Some minor report customization possible - WorkFlow
12.	Homeowners Exemption (HOE) – Ability to auto generate a HOE claim as certain official documents are received from the Recorder's office – such as grant deeds.	X		Some minor report customization possible - WorkFlow
13.	Homeowners Exemption (HOE) – Ability to auto-apply the HOE as claims are approved and prorate appropriate amount based on date received according to R&T Code. Ability to auto apply for lien date and supplemental assessments	X		Some minor customization possible - WorkFlow
14.	Homeowners Exemption (HOE) – Ability to integrate the SBE Multiple Claims List (MCL) encrypted report and auto-generate HOE work items to be reviewed or have exemption removed.			Integration Required
15.	Homeowners Exemption (HOE) – Ability to auto search for matching (duplicate) social security numbers (SSNs) within the County system as new claim forms are processed. Have process for auto-removal of previous (duplicate) HOE.	X		Some minor customization possible - WorkFlow
16.	Homeowners Exemption (HOE) – Ability to bar code a HOE claim forms. Provide for scanning and bar code reading for returned HOE forms with OCR capability	X		Customization Required (OCR)

and automation of exemption application. See attached HOE Process document.			
17. Homeowners Exemption (HOE) – Ability to cross reference unsecured and secured HOE to remove duplicates.	X		
18. Homeowners Exemption (HOE) Ability to automatically apply appropriate penalties consistent with R&T Code			Customization Required
19. Disabled Veterans Exemption – Ability to handle all function necessary for processing. Abilty to integrate the SBE encrypted report			Customization Required
CA \ Prop 13: Event Valuation – New Construction and Transfers			
1. In general CCI should replicate current functionality of the Value Update module in the SB County APS assessment system			Need more discussion around this
2. Create event driven Prop 13 assessment capability. See attached list of value reason codes representing assessment events identified in SB County APS assessment system	X		WorkFlow
3. Ability to set and track bases for separate assessment, time share and resident owned mobile home properties R&T 2188 et seq			
4. Ability to add new base values and track base values consistent with CA R&T Codes 50 - 54			Customization Required
5. Ability to apply New Construction values to accounts consistent with CA R&T Codes 70 – 74.7	X		
6. Separate assessment processing R&T 2821,2823,4151			Customization Required
7. Section 11 of constitution valuation and tracking			Customization Required
8. Ability to add, edit and delete new construction event dates	X		
9. Ability to add, edit and delete new construction values	X		

10. Add new construction base values to Prop 13 base year factored	X		
11. Edit new construction percentage values for partial transfers	X		
12. Generate supplemental assessments (negative & positive) and notices pursuant to R&T Codes 75 – 75.9 Provide upload of supplemental assessments to Tax Collector on a daily basis	X		Some integration required
13. Ability to generate multiple supplemental assessments (events) in a given year. Provide alert to appraisers of a pending transfer event that will need require pro-ration and unx R&T 75.54	X		WorkFlow
14. Ability to have auto review process for negative supplemental assessments (refunds)	X		WorkFlow
15. Ability to assess and track partially complete new construction as of lien date. Ability to remove the partial new construction work item as of date of completion of new construction event	X		New Construction / Workflow
16. Generate new construction lien date letters for all identified new construction requesting cost and completion data from property owners. See attached sample letter	X		Report Customization Required
17. Ability to transfer existing new construction and change in ownership work items to newly created parcels	X		WorkFlow
18. Ability to add, edit and delete transfer (change in ownership) event dates	X		
19. Ability to add, edit and delete transfer (change in ownership) values (for partial and 100% changes)	X		
20. Provide appropriate supervisorial oversight and audit trails for all changes to event dates and or values	X		
21. Basic ability to add partial transfer assessed values and new construction values to exiting base value factored	X		

22. Ability to assess multiple events on a single property within a single year. Multiple events could include multiple partial transfers associated with multiple new construction events. Ability to track all new and existing base values accurately	X		Customization Required
23. Disaster assessments - Ability to assess and track properties assessed under R&T Section 69	X		
24. Contaminated assessments – Ability to assess and track properties with assessments lowered under R&T Section 51 due to contamination issues. Track separately from Prop 8 assessments	X		
25. Mineral assessments – Ability to track and assess all properties with mineral assessments	X		
26. Public Acquisition assessments – Ability to track and assess all property acquired by a non-taxable entity (typically zero assessment requiring roll correction)	X		
27. Mobile Home assessment – Ability to auto assess the coach. Ability to allow for land assessment in tenant owned Mobile Home parks	X		
CA Prop 8 \ Section 51 Assessments			
1. In general the system should be able to track two separate values for every property: Proper 13 - Base Year Value Factored (BYVF) and the Fair Market Value (FMV) as of lien date for every property in the County.	X		
2. For each lien date the system should compare the BYVF and the FMV and enroll the lesser	X		Minor customization
3. System should allow for administrator to ***not*** allow for the override of BYVF by FMV by property type (e.g. Commercial) and by specified areas (e.g. upper end residential neighborhoods)	X		Security Roles
4. Sort ,identify and Track base years over multiple years accounting for	X		Customization Required

intermediate events			
5. System should auto-generate the annual dual value notices with BYVF and FMV for all properties assessed under Section 51.	X		Admin / WorkFlow
Roll Corrections and Escape Assessments			
1. Secured regular roll correction (R&T Code Sections 4986 & 5096) and escape assessment (R&T Code Sections 531 – 538) functionality and notices	X		Minor customization to reports
2. Secured supplemental roll corrections and escape functionality and notices	X		Minor customization to reports
3. View roll corrections on assessment rolls	X		
4. Ensure roll corrections are delivered electronically to Auditor	X		WorkFlow
Data Conversion requirements to include but not limited to the following:			
1. Base year value detail for tables dating to year 1975	X		
2. All scanned documents and images currently associated with accounts in APS	X		
System Integration requirements to include but not limited to the following:			
1. Ability to integrate with Laser Fiche product currently used by Santa Barbara County	X		Integration Required
2. Web site: public facing data viewed through standard web browser	X		
3. Ability to produce an audit trail of data entered, changed, or deleted; ability to see who entered data and when it was entered, with ability to see information online or to print an audit trail report	X		
4. Ability to maintain all records indefinitely	X		
5. Ability to access or retrieve information by various search criteria, including but not limited to owner name, property street address, property location or site address, deed reference, instrument number, tax parcel number	X		

(map/block/lot) and PIN number (GIS)			
6. Ability to utilize bar code technology, both reading and printing of bar code	X		
7. System shares the structure data elements through all approaches to eliminate data entry redundancy	X		
Appeals			
1. Ability to generate Notices of Value as often as necessary; annual, reappraisal cycle, multiple per year	X		
2. Ability for the system to generate a new notice based on value change, new owner, etc.	X		
3. Provide ability to track appeals at every level, which are defined by the jurisdiction	X		
4. Ability to store dates of appeal hearings, hearing decisions, and results of hearings and report on value changes associated with appeals	X		
5. Provide for multiple accounts to be associated with one hearing date and time	X		
6. Perform hearing scheduling using a calendar environment by board, hearing officer, date and time	X		
7. Ability to automatically generate letters to the taxpayer for scheduled hearings and hearing results	X		
8. Ability to provide appeal hearing notices to property owners and any agents associated with the appeal	X		
9. Ability to have canned answers for reasons of adjustment or denial to the taxpayer	X		
10. Ability to receive appeals on-line	X		
11. Ability to enter comments that are free form on any appeal	X		
12. Ability to view beginning value, ending value, change value, and percent of change on one screen	X		
13. Ability to generate an appraisal report that automatically populates the	X		

information about the property and all appeal information, and have the ability to edit if necessary			
14. Ability to do batch updating of appeal decisions, reasons, etc.	X		
15. Ability to send decision notice on all appeals that have a decision determined	X		
16. Ability to generate Appeal Decision notices individually or in a mass process	X		
17. Ability to generate Appeal Hearing Notification individually or by date	X		
18. Ability to track whether appeal is for supplemental assessment, base year value (within 4 years of original assessment), or an appeal under Prop 8 / Section 51.	X		
19. Ability to determine whether an application is timely filed based on filing deadlines and assessment notice dates stored in the system	X		
20. Ability to assign a case "complex". These are cases that typically exceed $30M in assessed value and have additional pre-hearing status and evidence hearings	X		WorkFlow appeal rules
Reporting/Printing			
1. View and print sales ratios reports on the current values quickly through the interface - Residential, Commercial, Land	X		
2. View and print sales ratios reports for the what-if revaluation data set through the interface for Residential, Commercial, and Land	X		
3. View and print sales ratios reports that can be run from the cost, market, income and final values	X		
4. Produce Sales Ratio study for SBE per LTA 2009/021	X		
5. Produce BOE 801R ,802 reports	X		Custom Report Required
6. Produce SBE Budget-Staff-roll reports	X		Custom Report Required

7. View and print a daily change report by user and value	X		
8. View and print active building permits by parcel range, assigned to person, date range, value range, etc.	X		
9. View and print appeal value change reports by user, dates, and appeal type	X		
10. View and print jurisdictional value reports by use code, including parcel counts	X		
11. View and print jurisdictional value report by taxing authorities, including parcel counts	X		
12. View and print jurisdictional value report by taxing district, including parcel counts	X		
13. View and print jurisdictional value report for new construction by use code, tax district, and taxing authority	X		
14. View and print jurisdictional value report for taxing authorities for new annexation properties	X		
15. View and print a report indicating Top Ten taxpayers in the jurisdiction			
16. View and print a table of authorities and their millage rates by year	X		
17. Track annual values by authorities	X		
18. View and print a report from the tax roll file indicating totals by authorities showing values, levies, and tax dollars	X		
19. View and print a tax roll correction report for taxpayer or collector indicating original tax roll values, new values, and the differences	X		
20. View and print a report based on any field in the database and save for future use	X		
21. Ability to add jurisdiction logo to any and all reports	X		
22. View and print a property record card on an individual account or in a mass process	X		
23. View and print a field inspection report	X		

that details land, improvement, sketch, photo, building permits, and sales			
24. View and print a report when a mobile home moves out of the jurisdiction for a proration of taxes	X		
25. Roll close analytical reports. These reports are run prior to roll close to ensure accuracy and completeness of all assessments events processed throughout the year	X		Any report can be generated through the ListBuilder application.
26. Generate and print year end value notices to all property owners receiving a reduced assessment under Prop 8 / Section 51. Print reduced value as well as base year value factored	X		Custom NOV
27. Generate and print year end value notices to all property owners who received a change in their assessment due to New Construction and or Change in ownership	X		Custom NOV
GIS			
1. Provide multi-windows ability to automatically activate the GIS connection where applicable and view the appropriate information from the CAMA data	X		EncompassGIS
2. Ability to identify parcels from the GIS map and import list into the CAMA system for updating of data	X		EncompassGIS
3. Ability to view both CAMA and GIS spatial data on the map at the same time	X		EncompassGIS
4. Ability to view sales comparables and their location to the Subject	X		EncompassGIS
5. Ability to view sales ratios on the map along with the Sales data	X		EncompassGIS
6. Ability to do thematics using CAMA data that can be defined from 1-3 field names and maintained in the legend of the map	X		EncompassGIS
7. Ability to create a PDF from the map	X		EncompassGIS / WorkFlow
8. Ability to use radius tools, line tools, rectangle tools, etc., in the GIS	X		EncompassGIS

application			
Land			
1. User defined Land Valuation models using additive and multiplicative models	X		
2. Ability to have an unlimited number of land attributes on each account	X		
3. Ability to assign land attributes from the GIS system	X		
4. Ability to assign land attributes in a mass update	X		
5. Ability to assign a factor to a land attribute and have the factors table driven within the Land Models	X		
6. Unlimited number of land valuation lines that are valued by Acre, Front Feet, Square Feet, Units, or Site	X		
7. Ability to track both the productivity value and the market value of agricultural land	X		
8. Track net land sizes and gross land sizes in case they are different	X		
9. Track the appraiser initials and date of land inspection separate from the buildings	X		
Cost			
1. Marshall & Swift Cost tables are provided to the jurisdiction electronically annually with a user interface upload	X		
2. Marshall & Swift Cost tables include all residential properties, multi-family properties, commercial and industrial properties, and agricultural properties	X		
3. Ability to perform a cost calculation on an individual account level and in mass	X		
4. Ability to track local multipliers for all property types	X		
5. Ability to user define all Add-on features to any structure	X		
6. Ability to have sketch system update data elements of a building electronically from the sketch	X		APEX

7. Ability to cost multiple areas of a structure that are unique – i.e. part of the house is a ranch and part is a two story that were built at different times with different exteriors, etc.	X		
8. System automatically updates the physical age of a structure when remodel year and remodel percentage have been defined by the appraiser	X		
9. Ability to override the physical depreciation with an effective age	X		
10. System allows for all structures to be entered from one data entry screen for all property types, i.e. residential, commercial, agricultural, etc.	X		
11. Ability to enter user defined custom costs into the cost tables	X		
12. Ability to allow for an unlimited number of garage details, basement details, appliance detail, porch detail, plumbing detail, mezzanine detail, and elevator details	X		
13. System includes a cost detail report of the structure	X		
14. Ability to affect the final RCNLD with a neighborhood factor	X		
15. Ability to track an override RCNLD separate from the calculated RCNLD	X		
16. Ability to depreciate Add-on items and detached garages separately from the structure they are attached to	X		
17. Ability to define the levels of quality to be used in the jurisdiction	X		
18. Ability to define custom depreciation factors in the cost approach	X		
19. Ability to view and report the components of the cost value i.e. RCN, % Depr, RCNLD, etc.	X		
20. Ability to adjust for Functional obsolescence	X		
21. Ability to adjust for Economic obsolescence	X		
22. Ability to adjust for Design, Exterior, Interior by a percentage of the RCN	X		

23. Ability to copy buildings from any account (active or deleted)	X		
24. Copy procedure includes photos, sketches, new construction tracking, and building permits	X		
25. System allows for the creation of a building by creating the Sketch first and then uploading the data elements from the sketch	X		
26. Sketch package is APEX	X		
27. Software module used for field data collection performs the same copy and sketch features as performed within the office	X		
Market			
1. In general, for residential properties, the CAMA feature should provide point in time (event date) values for individual properties and lien date (January 1) values for multiple properties assessed under Section 51. See attached CAMA Valuation Module document	X		Customization Required
2. For residential properties, the CAMA feature should provide a direct enrollment capability for point in time (Prop 13) assessments and mass assessment capability for Section 51 (Prop 8) assessments. See attached CAMA Valuation Module document	X		
3. For residential properties, the CAMA feature should provide for comparable sales mass appraisal as well as appraisal using regression analysis modeling. See attached CAMA Valuation Module document	X		
4. For residential properties, the CAMA feature should provide for automated land / improvement allocation. See attached CAMA Valuation Module document	X		
5. A complete and fully automated CAMA system for all property	X		

6. A comparable sales database	X		
7. Ability to have a seamless integration to SPSS for passing Sales data out for analysis and the return of the coefficients back into the production system	X		
8. System allows for all market models created to be maintained for an unlimited number of years	X		
9. System is able to perform regression modeling valuation techniques, additive, multiplicative, and hybrids	X		
10. Ability to define a market model including land or as an improvement only model	X		
11. System allows for a what-if valuation process to test market models before applying to the production data	X		
12. System allows for sales ratio analysis on the what-if market values	X		
13. Ability to use any data structure component for market modeling	X		
14. Allow unlimited number of market models defined by neighborhood, economic areas, property types, occupancy codes, subdivisions, land market areas, etc., by tax year	X		
~~15. Ability to copy market models~~	X		
16. Ability to do an individual account level market calculation as well as a complete mass calculation of all properties	X		
17. Ability to create Sales Comparable models with user defined variables, weights, and distances with a total distance determined by user. Comparables to be defined by the least resistant to the Subject property mathematically	X		
18. Ability to use regression coefficients to adjust the comparables to the Subject	X		
19. Provide market grid report that allows for user defined adjustments by market model	X		

20. Ability to overwrite the automated adjustments that have been applied to the comparables and have new adjusted sales prices calculated	X		
21. System includes a report that defines the Subject property detail with photos and sketches, along with photos of all comparables and the sales detail for each	X		
22. Ability to have a summary report with information of the Subject and at least the first 3 comparables side by side	X		
23. Ability to apply a simple dollar per square foot value at the building level or in mass	X		
24. Ability to enter model coefficients simply through the interface	X		
Income			
1. Ability to perform a direct capitalization value from mass defined tables	X		
2. Ability to perform a direct capitalization override value through an interface that also indicates the mass direct cap value	X		
3. Ability to perform a GRM and GIM value from mass defined tables	X		
4. Ability to perform a GRM and GIM override value through an interface that also indicates the mass GRM & GIM values	X		
5. Ability to perform a Mortgage Equity calculation and store the value	X		
6. Ability to perform a Discounted Cash Flow calculation and store the value	X		Future Version 5.5
7. Ability to perform Income Regression models through the interface	X		
8. Ability to select from all of the above income calculation for the final income value per building	X		
9. Ability to print reports showing the details of the direct capitalization approach	X		
10. Ability to track income information received from the taxpayer including:	X		

rental rates, vacancy rates, detail expense rates			
11. Ability to analyze the income information received from taxpayer to create the Mass Income valuation tables	X		
12. Ability to create income comparables from the taxpayer income information and attach to the account level	X		
13. System allows for access to taxpayer income information directly from the account it is associated with	X		
14. Ability to perform a separate Hotel/Motel income approach using the direct capitalization method both in mass and in an override	X		
15. System allows for a net square footage value to be used when present instead of the gross area	X		
Reconcile			
1. Ability to view all approach values and reconcile to a final value on one screen	X		
2. Ability to define the approach name to "Board", "Court," or whatever is determined by jurisdiction as the final approach	X		
State Assessed			
1. System allows for distribution of value by tax district and by taxing authority	X		
2. System allows for a copy feature for detail values at the authority level from year to year	X		
3. System allows for searching by jurisdiction account number, state acct number, and state assessed account type	X		
Volume Data			
1. System allows for real time updates to batches of data for land, improvement, personal property, appeals etc. based on user defined criteria	X		

2. System allows for "what-if" (a data set that exists independently from currently accepted data) updates to batches of data for land and improvements based on user defined criteria	X		
3. System allows for sales ratio reporting on the "What-if" data set	X		
4. System allows for updates to data using GIS as the catalyst for the dataset criteria	X		
Technical Requirements			
1. Windows Server 2003 or later (2008 x64preferred).	X		
2. Microsoft SQL Server 2005 or later (2008 preferred)	X		
3. Client workstations Windows XP professional or later such as Windows 7	X		
4. The latest Microsoft 3.5 .NET framework – asp.Net.	X		
5. Ability to access remotely and securely – non specific; expect common industry standard – various options.	X		
6. Reporting – preference is Active Reports by Data Dynamics, html or other web-based.	X		
7. Ability to exist in a virtual environment (VMware or Hyper-V)	X		
8. No HASP and or 'Dongle'	X		

Santa Barbara, CA RealWare/CollectWare Implementation Timeline (Exhibit C)

ID	Task Name	Duration	Start	Finish
1	Contract Signing	0 days	Tue 5/25/10	Tue 5/25/10
2	**Project Planning**	**16 days**	**Tue 5/25/10**	**Tue 6/15/10**
3	Create project management plan	10 days	Tue 5/25/10	Mon 6/7/10
4	Review project management plan	5 days	Tue 6/8/10	Mon 6/14/10
5	Sign-off project management plan	1 day	Tue 6/15/10	Tue 6/15/10
6	**RealWare Installation**	**38 days**	**Mon 5/31/10**	**Wed 7/21/10**
7	Discuss server roles and install plan (2 hour online meeting)	20 days	Mon 5/31/10	Fri 6/25/10
8	View sample Oracle database via Citrix (Install SQLServer upon release)	5 days	Mon 6/28/10	Fri 7/2/10
9	Initial client install training (online)	3 days	Mon 7/5/10	Wed 7/7/10
10	Verify client installs	10 days	Thu 7/8/10	Wed 7/21/10
11	**Best Fit Analysis (comparison to requirements)**	**86 days**	**Wed 6/16/10**	**Wed 10/13/10**
12	RFP requirements comparison	60 days	Wed 6/16/10	Tue 9/7/10
13	Interfaces	10 days	Wed 9/8/10	Tue 9/21/10
14	Write best fit analysis documentation	10 days	Wed 9/22/10	Tue 10/5/10
15	Delivery of best fit analysis to customer	1 day	Wed 10/6/10	Wed 10/6/10
16	Customer review and sign-off of best fit analysis	5 days	Thu 10/7/10	Wed 10/13/10
17	**Conversion**	**270 days**	**Thu 10/14/10**	**Wed 10/26/11**
18	**RealWare**	**270 days**	**Thu 10/14/10**	**Wed 10/26/11**
19	**Phase 1 - Conversion preparation**	**25 days**	**Thu 10/14/10**	**Wed 11/17/10**
20	Data migration planning (see 8.1.1 & 8.1.2)	5 days	Thu 10/14/10	Wed 10/20/10
21	Data migration plan	20 days	Thu 10/21/10	Wed 11/17/10
22	Data Extraction Requests (see 8.2.1 & 8.2.2)	5 days	Thu 10/14/10	Wed 10/20/10
23	Receive and inventory sample data extraction	5 days	Thu 10/21/10	Wed 10/27/10
24	**Phase 2 - Data Mapping from Legacy to RealWare**	**71 days**	**Thu 10/28/10**	**Thu 2/3/11**
25	RealWare overview training (ongoing through data mapping)	1 day	Thu 10/28/10	Thu 10/28/10
26	Data map Admin	15 days	Fri 10/29/10	Thu 11/18/10
27	Data map Real Property	15 days	Fri 11/19/10	Thu 12/9/10
28	Data map Personal Property	15 days	Fri 12/10/10	Thu 12/30/10
29	Data map State Assessed	10 days	Fri 12/31/10	Thu 1/13/11
30	Data map Other	10 days	Fri 1/14/11	Thu 1/27/11
31	Data Mapping Recommendations	0 days	Thu 1/27/11	Thu 1/27/11
32	Review balancing procedure	1 day	Fri 1/28/11	Fri 1/28/11
33	Review data format/structure of data delivery for sample and final convers	2 days	Mon 1/31/11	Tue 2/1/11
34	Go / no-go to write conversion (does CCI have all it needs)	1 day	Wed 2/2/11	Wed 2/2/11
35	Conversion Sign-off #1: Data Extraction Source Files List	1 day	Thu 2/3/11	Thu 2/3/11
36	Conversion Sign-off #2: Data Mapping Document and Dictionary	1 day	Thu 2/3/11	Thu 2/3/11
37	**Phase 3 - Write conversion queries**	**57 days**	**Fri 2/4/11**	**Mon 4/25/11**
38	Write conversion for Admin	15 days	Fri 2/4/11	Thu 2/24/11
39	Write conversion for Real Property	15 days	Fri 2/25/11	Thu 3/17/11
40	Write conversion for Personal Property	15 days	Fri 3/18/11	Thu 4/7/11
41	Write conversion for State Assessed	5 days	Fri 4/8/11	Thu 4/14/11
42	Write conversion for Other	5 days	Fri 4/15/11	Thu 4/21/11
43	Conversion Sign-off #3: Conversion Translations Populated	2 days	Fri 4/22/11	Mon 4/25/11
44	Updated Data Migration Plan (see 8.3.1)	0 days	Mon 4/25/11	Mon 4/25/11
45	**First Sample Conversion**	**124 days**	**Fri 1/28/11**	**Wed 7/20/11**
46	**Phase 4 - Internal testing and balancing**	**89 days**	**Fri 1/28/11**	**Wed 6/1/11**
47	Define contents of RW customized lookup tables	60 days	Fri 1/28/11	Thu 4/21/11
48	Conversion Sign-off #5: RealWare Lookup Tables Populated	2 days	Fri 4/22/11	Mon 4/25/11
49	Run internal sample conversion	5 days	Fri 4/22/11	Thu 4/28/11
50	Internal test and balance	4 days	Fri 4/29/11	Wed 5/4/11
51	Fixes to internal sample conversion	5 days	Thu 5/5/11	Wed 5/11/11
52	Balance as per agreed process	2 days	Thu 5/12/11	Fri 5/13/11
53	Data validation	5 days	Mon 5/16/11	Fri 5/20/11
54	Software version validation check with data	1 day	Mon 5/23/11	Mon 5/23/11
55	Upgrade database (if applicable)	5 days	Tue 5/24/11	Mon 5/30/11
56	Conversion Sign-off #4: Record Count Check	2 days	Tue 5/31/11	Wed 6/1/11

Santa Barbara, CA RealWare/CollectWare Implementation Timeline (Exhibit C)

ID	Task Name	Duration	Start	Finish
57	Conversion Sign-off #6: Value Balancing	2 days	Tue 5/31/11	Wed 6/1/11
58	Updated data migration plan (make changes as needed)	0 days	Wed 6/1/11	Wed 6/1/11
59	**Phase 5 - County Testing**	**35 days**	**Thu 6/2/11**	**Wed 7/20/11**
60	CCI delivers sample data to customer	1 day	Thu 6/2/11	Thu 6/2/11
61	Interative test databases or portions of test databases	0 days	Thu 6/2/11	Thu 6/2/11
62	Conversion Sign-off #7: Exceptions Log	2 days	Fri 6/3/11	Mon 6/6/11
63	Customer downloads data	1 day	Tue 6/7/11	Tue 6/7/11
64	Customer conducts balancing	5 days	Wed 6/8/11	Tue 6/14/11
65	Customer conducts data validation	15 days	Wed 6/15/11	Tue 7/5/11
66	Customer deadline to report conversion changes	1 day	Wed 7/6/11	Wed 7/6/11
67	Clean up conversion program	10 days	Thu 7/7/11	Wed 7/20/11
68	**Second Sample Conversion**	**46 days**	**Thu 7/21/11**	**Thu 9/22/11**
69	**Phase 4 - Internal testing and balancing**	**14 days**	**Thu 7/21/11**	**Tue 8/9/11**
70	Run internal sample conversion	5 days	Thu 7/21/11	Wed 7/27/11
71	Balance as per agreed process	2 days	Thu 7/28/11	Fri 7/29/11
72	Data validation	5 days	Mon 8/1/11	Fri 8/5/11
73	Conversion Sign-off #4: Record Count Check	2 days	Mon 8/8/11	Tue 8/9/11
74	Conversion Sign-off #6: Value Balancing	2 days	Mon 8/8/11	Tue 8/9/11
75	**Phase 5 - County Testing**	**32 days**	**Wed 8/10/11**	**Thu 9/22/11**
76	CCI delivers sample data to customer	1 day	Wed 8/10/11	Wed 8/10/11
77	Conversion Sign-off #7: Exceptions Log	2 days	Thu 8/11/11	Fri 8/12/11
78	Customer downloads data	1 day	Mon 8/15/11	Mon 8/15/11
79	Customer conducts balancing	5 days	Tue 8/16/11	Mon 8/22/11
80	Customer conducts data validation	20 days	Tue 8/23/11	Mon 9/19/11
81	Customer deadline to report conversion changes	1 day	Tue 9/20/11	Tue 9/20/11
82	Conversion Sign-off #8: Conversion Code Lockdown Acknowledged	2 days	Wed 9/21/11	Thu 9/22/11
83	**Phase 6 - Final Conversion**	**20 days**	**Fri 9/23/11**	**Thu 10/20/11**
84	CCI make final changes from County testing	10 days	Fri 9/23/11	Thu 10/6/11
85	Review and confim final data migration plan	5 days	Fri 10/7/11	Thu 10/13/11
86	Review and revise Data Migration Plan with final data migration tasks	0 days	Thu 10/13/11	Thu 10/13/11
87	Customer cut-off date and provide final go-live data	1 day	Fri 10/14/11	Fri 10/14/11
88	Legacy system set to 'read only'	0 days	Fri 10/14/11	Fri 10/14/11
89	Common review of final data set	1 day	Mon 10/17/11	Mon 10/17/11
90	Conversion Sign-off #9: Final Data Extraction Source Files List	0 days	Mon 10/17/11	Mon 10/17/11
91	Final conversion	3 days	Tue 10/18/11	Thu 10/20/11
92	Conversion Sign-off #10: Final Record Count Comparison	1 day	Tue 10/18/11	Tue 10/18/11
93	Conversion Sign-off #11: Final Exception Log	1 day	Wed 10/19/11	Wed 10/19/11
94	**Phase 7 - Conversion Acceptance**	**5 days**	**Thu 10/20/11**	**Wed 10/26/11**
95	CCI delivers final conversion and balancing statistics to customer	1 day	Thu 10/20/11	Thu 10/20/11
96	Customer review of data and balancing statistics	3 days	Fri 10/21/11	Tue 10/25/11
97	Conversion Sign-off #12: Final Conversion Value Balancing	1 day	Wed 10/26/11	Wed 10/26/11
98	**CollectWare**	**260 days**	**Thu 10/28/10**	**Wed 10/26/11**
99	**Phase 1 - Conversion preparation**	**15 days**	**Thu 10/28/10**	**Wed 11/17/10**
100	Data migration planning (see 8.1.1 & 8.1.2)	5 days	Thu 10/28/10	Wed 11/3/10
101	Deliver data migration plan	0 days	Wed 11/3/10	Wed 11/3/10
102	Data Extraction Requests (see 8.2.1 & 8.2.2)	5 days	Thu 10/28/10	Wed 11/3/10
103	Receive and inventory sample data extraction	10 days	Thu 11/4/10	Wed 11/17/10
104	**Phase 2 - Data Mapping from Legacy to RealWare**	**61 days**	**Thu 11/18/10**	**Thu 2/10/11**
105	RealWare overview training (ongoing through data mapping)	1 day	Thu 11/18/10	Thu 11/18/10
106	Map tax authority fund	10 days	Fri 11/19/10	Thu 12/2/10
107	Map distribution	10 days	Fri 12/3/10	Thu 12/16/10
108	Map delinquencies	10 days	Fri 12/17/10	Thu 12/30/10
109	Map property tax data (includes previous tax rolls)	10 days	Fri 12/31/10	Thu 1/13/11
110	Map general ledger	10 days	Fri 1/14/11	Thu 1/27/11
111	Map other systems (list)	5 days	Fri 1/28/11	Thu 2/3/11
112	Data Mapping Recommendations	0 days	Thu 2/3/11	Thu 2/3/11

Santa Barbara, CA RealWare/CollectWare Implementation Timeline (Exhibit C)

ID	Task Name	Duration	Start	Finish
113	Review balancing procedure	1 day	Fri 2/4/11	Fri 2/4/11
114	Review data format/structure of data delivery for sample and final convers	2 days	Mon 2/7/11	Tue 2/8/11
115	Go / no-go to write conversion (does CCI have all it needs)	1 day	Wed 2/9/11	Wed 2/9/11
116	Conversion Sign-off #1: Data Extraction Source Files List	1 day	Thu 2/10/11	Thu 2/10/11
117	Conversion Sign-off #2: Data Mapping Document and Dictionary	1 day	Thu 2/10/11	Thu 2/10/11
118	**Phase 3 - Write conversion queries**	**57 days**	**Fri 2/11/11**	**Mon 5/2/11**
119	Write tax authority fund conversion	5 days	Fri 2/11/11	Thu 2/17/11
120	Write distribution conversion	10 days	Fri 2/18/11	Thu 3/3/11
121	Write delinquencies conversion	10 days	Fri 3/4/11	Thu 3/17/11
122	Write property tax data conversion	10 days	Fri 3/18/11	Thu 3/31/11
123	Write general ledger conversion	10 days	Fri 4/1/11	Thu 4/14/11
124	Write other	10 days	Fri 4/15/11	Thu 4/28/11
125	Conversion Sign-off #3: Conversion Translations Populated	2 days	Fri 4/29/11	Mon 5/2/11
126	Updated Data Migration Plan (see 8.3.1)	0 days	Mon 5/2/11	Mon 5/2/11
127	**First Sample Conversion**	**129 days**	**Fri 2/4/11**	**Wed 8/3/11**
128	**Phase 4 - Internal testing and balancing**	**89 days**	**Fri 2/4/11**	**Wed 6/8/11**
129	Define contents of CollectWare customized lookup tables	60 days	Fri 2/4/11	Thu 4/28/11
130	Define collection and delinquency rules	60 days	Fri 2/4/11	Thu 4/28/11
131	Conversion Sign-off #5: RealWare Lookup Tables Populated	2 days	Fri 4/29/11	Mon 5/2/11
132	Run internal sample conversion	5 days	Fri 4/29/11	Thu 5/5/11
133	Internal test and balance	4 days	Fri 5/6/11	Wed 5/11/11
134	Fixes to internal sample conversion	5 days	Thu 5/12/11	Wed 5/18/11
135	Balance as per agreed process	2 days	Thu 5/19/11	Fri 5/20/11
136	Data validation	5 days	Mon 5/23/11	Fri 5/27/11
137	Software version validation check with data	1 day	Mon 5/30/11	Mon 5/30/11
138	Upgrade database (if applicable)	5 days	Tue 5/31/11	Mon 6/6/11
139	Conversion Sign-off #4: Record Count Check	2 days	Tue 6/7/11	Wed 6/8/11
140	Conversion Sign-off #6: Value Balancing	2 days	Tue 6/7/11	Wed 6/8/11
141	Updated data migration plan (make changes as needed)	0 days	Wed 6/8/11	Wed 6/8/11
142	**Phase 5 - County Testing**	**40 days**	**Thu 6/9/11**	**Wed 8/3/11**
143	CCI delivers sample data to customer	1 day	Thu 6/9/11	Thu 6/9/11
144	Interative test databases or portions of test databases	0 days	Thu 6/9/11	Thu 6/9/11
145	Conversion Sign-off #7: Exceptions Log	2 days	Fri 6/10/11	Mon 6/13/11
146	Customer downloads data	1 day	Tue 6/14/11	Tue 6/14/11
147	Customer conducts balancing	5 days	Wed 6/15/11	Tue 6/21/11
148	Customer conducts data validation	20 days	Wed 6/22/11	Tue 7/19/11
149	Customer deadline to report conversion changes	1 day	Wed 7/20/11	Wed 7/20/11
150	Clean up conversion program	10 days	Thu 7/21/11	Wed 8/3/11
151	**Second Sample Conversion**	**36 days**	**Thu 8/4/11**	**Thu 9/22/11**
152	**Phase 4 - Internal testing and balancing**	**14 days**	**Thu 8/4/11**	**Tue 8/23/11**
153	Run internal sample conversion	5 days	Thu 8/4/11	Wed 8/10/11
154	Balance as per agreed process	2 days	Thu 8/11/11	Fri 8/12/11
155	Data validation	5 days	Mon 8/15/11	Fri 8/19/11
156	Conversion Sign-off #4: Record Count Check	2 days	Mon 8/22/11	Tue 8/23/11
157	Conversion Sign-off #6: Value Balancing	2 days	Mon 8/22/11	Tue 8/23/11
158	**Phase 5 - County Testing**	**22 days**	**Wed 8/24/11**	**Thu 9/22/11**
159	CCI delivers sample data to customer	1 day	Wed 8/24/11	Wed 8/24/11
160	Conversion Sign-off #7: Exceptions Log	2 days	Thu 8/25/11	Fri 8/26/11
161	Customer downloads data	1 day	Mon 8/29/11	Mon 8/29/11
162	Customer conducts balancing	5 days	Tue 8/30/11	Mon 9/5/11
163	Customer conducts data validation	10 days	Tue 9/6/11	Mon 9/19/11
164	Customer deadline to report conversion changes	1 day	Tue 9/20/11	Tue 9/20/11
165	Conversion Sign-off #8: Conversion Code Lockdown Acknowledged	2 days	Wed 9/21/11	Thu 9/22/11
166	**Phase 6 - Final Conversion**	**20 days**	**Fri 9/23/11**	**Thu 10/20/11**
167	CCI make final changes from County testing	10 days	Fri 9/23/11	Thu 10/6/11
168	Review and confim final data migration plan	5 days	Fri 10/7/11	Thu 10/13/11

Santa Barbara, CA RealWare/CollectWare Implementation Timeline (Exhibit C)

ID	Task Name	Duration	Start	Finish
169	Review and revise Data Migration Plan with final data migration tasks	0 days	Thu 10/13/11	Thu 10/13/11
170	Customer cut-off date and provide final go-live data	1 day	Fri 10/14/11	Fri 10/14/11
171	Legacy system set to 'read only'	0 days	Fri 10/14/11	Fri 10/14/11
172	Common review of final data set	1 day	Mon 10/17/11	Mon 10/17/11
173	Conversion Sign-off #9: Final Data Extraction Source Files List	0 days	Mon 10/17/11	Mon 10/17/11
174	Final conversion	3 days	Tue 10/18/11	Thu 10/20/11
175	Conversion Sign-off #10: Final Record Count Comparison	1 day	Tue 10/18/11	Tue 10/18/11
176	Conversion Sign-off #11: Final Exception Log	1 day	Wed 10/19/11	Wed 10/19/11
177	**Phase 7 - Conversion Acceptance**	**5 days**	**Thu 10/20/11**	**Wed 10/26/11**
178	CCI delivers final conversion and balancing statistics to customer	1 day	Thu 10/20/11	Thu 10/20/11
179	Customer review of data and balancing statistics	3 days	Fri 10/21/11	Tue 10/25/11
180	Conversion Sign-off #12: Final Conversion Value Balancing	1 day	Wed 10/26/11	Wed 10/26/11
181	**Apex Sketch Conversion**	**42 days**	**Mon 4/4/11**	**Tue 5/31/11**
182	CCI receives sample dataset and forwards to Apex	1 day	Mon 4/4/11	Mon 4/4/11
183	Apex reviews sample data set	10 days	Tue 4/5/11	Mon 4/18/11
184	Apex/CCI/Cust hold meeting to discuss issues	5 days	Tue 4/19/11	Mon 4/25/11
185	CCI receives final dataset and forwards to Apex	1 day	Tue 4/26/11	Tue 4/26/11
186	Apex creates preformatter and converts sketches	15 days	Wed 4/27/11	Tue 5/17/11
187	CCI receives sketch file and forward to customer	1 day	Wed 5/18/11	Wed 5/18/11
188	Customer reviews a subset of data	5 days	Thu 5/19/11	Wed 5/25/11
189	Customer approves sketches	1 day	Thu 5/26/11	Thu 5/26/11
190	CCI inserts Apex files into database and .jpg images to appointed location	2 days	Fri 5/27/11	Mon 5/30/11
191	Sign-off for and forward to acctg	1 day	Tue 5/31/11	Tue 5/31/11
192	**Integration**	**247 days**	**Mon 8/2/10**	**Tue 7/12/11**
193	Requirements review from best fit analysis	10 days	Mon 8/2/10	Fri 8/13/10
194	Customer writes requirements for integration	20 days	Mon 8/16/10	Fri 9/10/10
195	CCI receives integration requirements	1 day	Mon 9/13/10	Mon 9/13/10
196	Develop work orders	10 days	Tue 9/14/10	Mon 9/27/10
197	Sign-off on work orders	5 days	Tue 9/28/10	Mon 10/4/10
198	Perform programming, testing and prep	200 days	Tue 10/5/10	Mon 7/11/11
199	Integration available in RW release	1 day	Tue 7/12/11	Tue 7/12/11
200	**Customization**	**247 days**	**Mon 8/23/10**	**Tue 8/2/11**
201	Requirements review from best fit analysis	10 days	Mon 8/23/10	Fri 9/3/10
202	Customer writes requirements for customization	20 days	Mon 9/6/10	Fri 10/1/10
203	CCI receives customization requirements	1 day	Mon 10/4/10	Mon 10/4/10
204	Develop work orders	10 days	Tue 10/5/10	Mon 10/18/10
205	Sign-off on work orders	5 days	Tue 10/19/10	Mon 10/25/10
206	Perform programming, testing and prep	200 days	Tue 10/26/10	Mon 8/1/11
207	Customization available in RW release	1 day	Tue 8/2/11	Tue 8/2/11
208	**Training**	**218 days**	**Mon 2/14/11**	**Wed 12/14/11**
209	Gather training logistic information and book facility (if applicable)	10 days	Wed 9/7/11	Tue 9/20/11
210	Training kick-off and planning process	20 days	Wed 9/21/11	Tue 10/18/11
211	Distribute online academy logins	5 days	Mon 5/9/11	Fri 5/13/11
212	CCI online training academy	60 days	Thu 9/22/11	Wed 12/14/11
213	End user training (on-site)	4 days	Thu 10/13/11	Tue 10/18/11
214	End user training (on-site)	4 days	Thu 10/20/11	Tue 10/25/11
215	Desk side training (on-site at go-live)	4 days	Thu 10/27/11	Tue 11/1/11
216	Follow up training	3 days	Thu 11/24/11	Mon 11/28/11
217	System administration training (at CCI)	4 days	Mon 2/14/11	Thu 2/17/11
218	Advanced user training (at CCI)	5 days	Mon 11/14/11	Fri 11/18/11
219	**Final Implementation**	**28 days**	**Thu 10/27/11**	**Mon 12/5/11**
220	RealWare cutover/final conversion (on-site)	5 days	Thu 10/27/11	Wed 11/2/11
221	Parature training	1 day	Wed 11/2/11	Wed 11/2/11
222	System verification	23 days	Thu 11/3/11	Mon 12/5/11
223	Handoff to Customer Support	5 days	Thu 11/3/11	Wed 11/9/11
224				

Santa Barbara, CA RealWare/CollectWare Implementation Timeline (Exhibit C)

ID	Task Name	Duration	Start	Finish
225				
226	**EncompassGIS Implementation**	**86 days**	**Mon 7/4/11**	**Mon 10/31/11**
227	Online intro meeting to coordinate activities	1 day	Mon 7/4/11	Mon 7/4/11
228	Verify minimal hardware reqs are met and installed	10 days	Mon 8/15/11	Fri 8/26/11
229	Verify remote access capabilities to customer hardware	10 days	Mon 8/29/11	Fri 9/9/11
230	Order ESRI product	10 days	Mon 9/12/11	Fri 9/23/11
231	Install ESRI product	10 days	Mon 9/26/11	Fri 10/7/11
232	Upgrade RealWare to compatible version (if applicable)	5 days	Mon 10/10/11	Fri 10/14/11
233	Install EncompassGIS schema	10 days	Mon 10/17/11	Fri 10/28/11
234	Online end user training	1 day	Mon 10/31/11	Mon 10/31/11

All definitions contained in the Master License, Services and Support Agreement apply to this Statement of Work. Additional business, project management, or technical definitions are contained below. For any discrepancies found between the Master License, Services and Support Agreement and the Statement of Work / Functionality Grid, the Professional Services Agreement shall prevail.

1. **"Acceptance"** shall mean that a written notice from the County has been sent to CCI indicating that a Deliverable was completed to the County's reasonable satisfaction.
2. **"Artifacts"** are items/activities that are required for project success but are not subject to acceptance.
3. **"Business Day"** shall mean one regular work-day (Monday through Friday) as defined by the Santa Barbara County, California business calendar.
4. **"Data Dictionary"** shall mean information about a database that defines its tables, fields, field types, field lengths, precision and relationship to other tables.
5. **"Day/Days"** shall mean, unless noted otherwise, a "day" equals one calendar day.
6. **"Deliverable"** shall mean any product, service, document, software, data, or other item produced by CCI and provided to the County for acceptance.
7. **"Failure"** shall mean incorrect results from a user's activity.
8. **"BFD"** shall mean Best Fit Document – a list of findings as a result of meetings comparing existing System functionality against legacy system and desired functionality.
9. **"Best Fit Analysis"** shall mean the body of work needed to understand the variance between the County RFI functional requirements and CCI's base software.
10. **"Go Live Date"** shall be the date that County and CCI establish as the date CCI's System will replace the County's existing system as the day-to-day operational system, at which time the County will cease daily use of the former system.
11. **"Integration"** shall mean provision of custom interfaces and code to allow data exchange between interoperating applications.
12. **"Integration Testing"** shall mean ensuring compatibility between interoperating programs and integrations. The goal of Integration Testing is to ensure and certify that programs and pre-defined peripherals interact as expected.
13. **"Interface"** shall mean programmed interfaces which are the languages, codes and messages that programs use to communicate with each other and to make information available.

14. **"Issue"** any event which currently adversely affects the ability of the project to produce the required deliverables.

15. **"I/T"** shall mean the County's Information Technology division or the Contractors Information Technology division.

16. **"Onsite"** shall mean the activity shall be conducted at County facilities.

17. **"PM"** shall mean Project Manager.

18. **"Remote"** shall mean the activity shall be conducted using Remote Internet connection and software, and teleconferencing equipment as required.

19. **"Scripted Testing"** shall mean the execution of testing using a pre-determined script or set of instructions. This testing can be either manual or automated.

20. **"Solution"** shall mean a functional, computer-based appraisal and tax system consisting of software programs provided by CCI as well as County appraisal and tax data, all of which are operating on County server and related computer equipment, and which may include functionally-integrated software products from other companies and providers, as identified in CCI's RFI Proposal.

21. **"SME"** shall mean Subject Matter Expert.

22. **"System"** shall mean the final configuration and setup of the Software, including migrated or converted data, installation, configuration, and database design, so that the Software and related elements perform in the manner intended.

23. **"System Test" and "System Testing"** shall mean end-to-end testing composed of Installation, Configuration, Module, Business Cycle, Data and Data Integrity testing.

24. **"Task"** shall mean an activity in this Statement of Work that describes how one or more Deliverables should be created and delivered.

25. **"Test Scripts"** shall mean a series of actions, functions or commands documented for the purpose of execution during quality assurance testing.

26. **"Track"** shall mean a group of related Tasks in this Statement of Work.

27. **"User Interface Testing"** (UI) shall mean verifying a user's interaction with the software. The goal of UI testing is to ensure that the User Interface provides the user with the appropriate access and navigation through the functions of the target-of-test. In addition, UI testing ensures that the objects within the UI function as expected and conform to corporate or industry standards.

28. **"Work Order"** shall mean a document that communicates a set of requirements that coherently define what capabilities, characteristics, and qualitative factors a software component should deliver in order to meet the functional needs of an organization, and

the cost (if any) which CCI proposes to charge to perform the work defined in the work order if the work order is approved by the County.

29. **"Standards of Performance"** shall mean industry accepted standards for accuracy, uniformity, speed, California Tax Statues, and IAAO principles.

30. **"Change Management Process"** shall mean the official process by which any change is made to the approved project plan that effect Scope, Time, or Price. The effect of the change will be analyzed by the CCI project Manager and presented to the Change Control Board for approval or denial.