

**SIXTH AMENDMENT TO THE
MASTER AGREEMENT**
between
COUNTY OF SANTA BARBARA
and
DFM ASSOCIATES (DFM), a California corporation

For FY 15-16

THIS IS THE SIXTH AMENDMENT (hereafter Amendment) to the Master Agreement, made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter COUNTY) and **DFM Associates, a California corporation** (hereafter CONTRACTOR), having its principal place of business at 10 Chrysler, Irvine, CA 92618, for RIIMS (hereafter Agreement).

WHEREAS, the parties desire to amend the Agreement to extend the term for an additional year through June 30, 2016; and

WHEREAS, this Sixth Amendment incorporates the terms and conditions set forth in the original contract approved by the Board on June 16, 2009;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

AMENDMENTS:

A) **THE MASTER AGREEMENT IS AMENDED AS FOLLOWS:**

1. Article 9. TERM is replaced with the following:

ARTICLE 9. TERM. The term of the Agreement shall continue until the last day of June 2016, unless terminated prior to the expiration date as provided in Article 10 hereof. Each party hereto, as an accommodation to the other (and without any liability to the other as a result of the failure to do so) agrees to advise the other party not later than 60 days prior to the expiration date of its intentions concerning the renegotiations of the subject matter covered by this Agreement.

2. Section 13.19 Records Audit, and Review is replaced with the following:

13.19 Records, Audit and Review. DFM shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of DFM'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 principles. County shall have the right to audit and review all such documents and records at any time during DFM's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), DFM shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). DFM shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state or County audit exceptions are made relating to this Agreement, DFM shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, DFM shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

- B) **THE ADDENDUMS ARE AMENDED AS HEREIN ATTACHED, FOR COUNTY FISCAL YEAR 2015-16.** The total amount paid by County pursuant to this Agreement shall not exceed a maximum amount of \$155,000 for the term of July 1, 2015 through June 30, 2016.

Sixth Amendment to Agreement between the **County of Santa Barbara** and **DFM Associates, a California corporation.**

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the Agreement, to be effective on July 1, 2015.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Clerk-Recorder-Assessor

By: 
Department Head

CONTRACTOR:

DFM Associates

By: _____
Authorized Representative

Name: Thomas G. Diebolt

Title: President

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to the Agreement, to be effective on July 1, 2015.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
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DFM Associates

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APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

RIIMS™ SOFTWARE ADDENDUM

**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF July 1, 2009**

("MASTER AGREEMENT")

RIIMS™ is an acronym for Recorders Information and Image Management System and means the computer software designed by DFM for use in the various steps of the recording process. RIIMS™ includes the RIIMS™ Software, the RIIMS™ Subsystems, any RIIMS™ Enhancement and any RIIMS™ Software Releases. RIIMS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the RIIMS™ is to index documents for later retrieval. The ability of the RIIMS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of RIIMS™: RIIMS™ is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.
- 30 Monthly Fee: RIIMS™ monthly fee effective July 1, 2015 for fiscal year ending June 30, 2016 is \$5,627.72 (subject to adjustment as provided in Section 3.4 of the Master Agreement) (See Exhibit B).
- 50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: _____
Thomas G. Diebolt, President

Date: _____

Date: _____

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RIIMSTM is an acronym for Recorders Information and Image Management System and means the computer software designed by DFM for use in the various steps of the recording process. RIIMSTM includes the RIIMSTM Software, the RIIMSTM Subsystems, any RIIMSTM Enhancement and any RIIMSTM Software Releases. RIIMSTM is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the RIIMSTM is to index documents for later retrieval. The ability of the RIIMSTM to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of RIIMSTM: RIIMSTM is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.
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DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: 
Thomas G. Diebolt, President

Date: _____

Date: 7.4.15

EXHIBIT B

General Description of RIIMS™

Introduction _ The Recorder's Information and Image Management System (RIIMS™) is a software package designed to automate the functions of a County Recorder's office. RIIMS™ is a Windows application designed to work in a networking environment. The system provides facilities for the entry, inquiry, update, verification and balancing of Official Records, Vital Statistics, Work Requests, and Cash Register records. Statistical tracking provides reporting of document detail or counts by statistic types, general ledger accounts, and specific charges.

On-Line Help _ The Recorder's system is designed with context sensitive help. While in a specific screen the on-line help menu is displayed that shows narrative information concerning that functional area of the Recorder's system. Windows standard help narratives are provided.

Full Screen and Field Editing _ Where appropriate, data entered into a field is edited for appropriate values as soon as data entry in that field is completed. Transactions are further edited as they are completed for consistency of data within that transaction.

Formatted Screens _ The data entry and verification screens have similar formats to provide consistency for data entry operators. Pop-up or pull down windows are used extensively throughout the system. These windows display information from look-up tables containing frequently used data such as institutions, customers, document types, etc. Selected look-up data can be automatically inserted in the correct data entry field.

File Backup and Recovery _ RIIMS™ is designed to use industry standard SQL database management systems. This allows the user to take advantage of state-of-the-art Relational Database Management System (RDBMS) technology for data consistency. SQL provides for full logging of transactions for recovery from system failures. Full system backups are also performed utilizing SQL or the operating systems utilities.

Security _ System security is provided through the operating system and SQL username and passwords as well as a RIIMS™ operator code. The use of operator codes provides an additional level of security. These operator codes are unique to each operator and specific to the Recorder's system.

On-Line Indices _ The index files incorporated within the Recorder's system are on-line files. This allows the user to produce printed reports and also to inquire on these indices. The user can look through the index file of choice and may inquire on a specific record. This allows the user to receive specific information without having to print an entire report.

Official Records _ The Official Records index contains entries for all Official Records entered into the system. All Official Record entries must first be entered by an operator

and then verified using the Official Records Verification program. This serves to help the Recorder's Office ensure the accuracy of the data entered.

Cash Register _ Fee based transactions are entered into the Cash Register file using the Cash Register Entry program. This file is used to reconcile indexed document fees with the cash register using a batch balancing report. The system is able to cashier all transactions for both the Recorder and County Clerk creating a customer receipt to provide a record of information.

Accounting Data _ The accounting data maintained by the system provides the ability to create detailed accounting activity reports. The system maintains statistical totals on the various document statistic types on a daily, monthly and yearly basis. These statistics can be provided in report form upon request.

Vital Statistics _ Vital Statistics processing consists of the recording of births, deaths and marriages. Data collection for vital records is consistent with the format defined by the State of California. All data elements within the Vital Statistics database is displayed on the screen. The system is able to index the records on various fields, including, but not limited to, Name or Recorder's assigned certificate numbers and year of issuance. The system provides for sealing or replacing and amending Vital Statistics records. The following reports are provided; Abstract Record Reports on Bank Note paper; Birth Alpha Index; Death Alpha Index; and Marriage Alpha Index. Daily report of records entered, deleted, amended, and sealed showing detail and summary information.

Work Requests _ This subsystem is used to keep track of work requests. It interacts with the Accounting Data files to account for the revenue that they generate. A Work Request may take the form of a request for Vital Statistics copies, index search requests or microfilm copy requests. Receipts are automatically printed and work orders may be generated. The generation of an itemized work order is at the discretion of the cashier. The staff has the ability to inquire, update and delete a work order, when necessary, independently from the Cashiering function.

Reports _ System reports provide management information to support the accountability functions of the Cashiering process, data to facilitate system access, and statistical data to monitor internal system processes and ensure data completeness and integrity. All reports have a run date and an appropriate descriptive title. The system will reconcile and report, on request, all revenue: Total by cashier; Total by cash register (station); Total for all cashiers; and Total for all cash registers (stations). The following reports are a part of the base system: Indexing Reports including: Vital Statistics Transaction Report; Vital Statistics Daily Report; Vital Records Update Report; Daily Official Record Document Report; Daily Index Report; Grantor-Grantee Index; Official Records Updated Report; Error Report; Accounting Report; Charge Register; Charge Register-Summary; Ledger Statistics; Document Statistics; Charge Code Statistic; Accounts Receivable Summary; Accounts Receivable Billing; Update Report; and Work Order Report.

FBN™ SOFTWARE ADDENDUM

WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
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FBN™ is an acronym for Fictitious Business Name System and means the computer software designed by DFM for use in the filing of fictitious business name statements. FBN™ includes the FBN™ Software, the FBN™ Subsystems, any FBN™ Enhancement and any FBN™ Software Releases. FBN™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the FBN™ is to gather data for use in the filing and indexing of Fictitious Business Name Statements. The ability of the FBN™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.
- 20 Description of FBN™: FBN™ is more particularly described on Exhibit C attached hereto and incorporated herein by this reference.
- 30 Monthly Fee: Is determined by multiplying the number of fictitious business names filed during the previous calendar year (4,921, obtained 12/31/2014) by \$2.25 and dividing by 12 resulting in a monthly FBN fee of \$922.69 effective July 1, 2015 for fiscal year ending June 30, 2016 (subject to adjustment as provided in Section 3.4 of the Master Agreement.)
- 50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: _____
Thomas G. Diebolt, President

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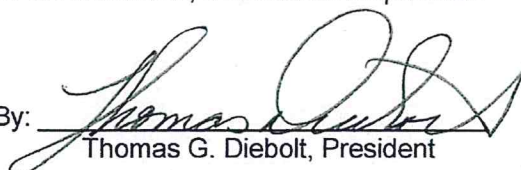
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Chair, Board of Supervisors

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Date: _____

Date: 7.4.15

Sixth Amendment to Master Agreement with DFM Associates (RIIMS)
Effective 7/1/2015

EXHIBIT C

General Description of the Fictitious Business Name System

The Fictitious Business Name Statement provides an opportunity for a business to declare one or more fictitious names under which it may conduct business operations. The Fictitious Business Name Statement is retained by the Recorder and declared fictitious names are published as information to applicants. Fictitious names, once declared, can be modified and/or abandoned. The initiation, modification, and abandonment of a fictitious name requires public notice. Proof of public notice is provided to and maintained by the Recorder.

A Fictitious Business Name Statement is valid for 5 years. Within 90 days of the application, Proof of Publication must be received from a recognized publisher (Newspaper). Prior to expiration of the Fictitious Business Name Statement, a notice to refile must be generated and sent to the applicant. A refile will be processed without the requirement to provide proof of publication if all information, except the Owner's addresses, is identical to the original application.

Retrieval of Fictitious Business Name Statement records can be by indexes to:

- ◇ Fictitious Business Name
- ◇ Owner Name(s)
- ◇ Document Number
- ◇ Classification of the business

Reports are available to provide:

- ◇ Alphabetical list of all Fictitious Business Names.
- ◇ Listing of Fictitious Business Names and Owners.

The Fictitious Business Name System process is described in the following text:

- The Fictitious Business Name application number is assigned by the system using a unique number series at the time of cashiering.
- The system assigns both the application and expiration date at the time of cashiering.
- The system will accept at least 100 owners' names and business names.
- The system will accept a physical and mailing address for the owner.
- The system will accept a physical and mailing address for the business.
- The Business can have only one physical and mailing address.
- The system will automatically prepare a notice to refile the Fictitious Business Name Statement prior to the expiration of the application (5 years from the application date).
- The system can distinguish between the original application and a refile.
- On a refile, proof of publication processes is disabled if all information, except owner's addresses, is identical to the original application.
- On a refile, the original Fictitious Business Name Statement is stored to indicate that this is a refile.

MLS™ SOFTWARE ADDENDUM

**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
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MLS™ is an acronym for Marriage License System and means the computer software designed by DFM for use in the issuance of marriage licenses. MLS™ includes the MLS™ Software, the MLS™ Subsystems, any MLS™ Enhancement and any MLS™ Software Releases. MLS™ is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the MLS™ is to gather data for use in the preparation of marriage licenses and the issuance thereof. The ability of the MLS™ to perform the core functions is dependent upon, among other things, all of the following: (1) accuracy and completeness of the County's Data; and (2) continual verification by the County of the accuracy and completeness of the County's Data.

- 20 Description of MLS™: MLS™ is more particularly described on Exhibit D attached hereto and incorporated herein by this reference.

- 30 Monthly Fee: Is determined by multiplying the number of marriage licenses issued during the previous calendar year (3,842 obtained 12/31/2014) by \$1.86 and dividing by 12 resulting in a monthly MLS fee of \$595.51 effective July 1, 2015 for fiscal year ending June 30, 2016 (subject to adjustment as provided in Section 3.4 of the Master agreement.)

- 50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: _____
Thomas G. Diebolt, President

Date: _____

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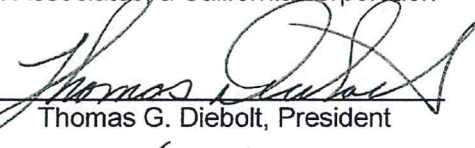
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COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: 
Thomas G. Diebolt, President

Date: _____

Date: 7.4.15

Sixth Amendment to Master Agreement with DFM Associates (RIIMS)
Effective 7/1/2015

EXHIBIT D

General Description of the Marriage License System

The Marriage License process is a two step activity. In the first step, the Clerk-Recorder's office issues either a public or confidential marriage license to the applicants. At this point, the license is nothing more than an application to have a marriage performed. If the ceremony does not take place before the expiration of the license, no further actions take place and all record of the application is erased. Prior to expiration of the license, a notification is sent to the applicants stating that their license is about to expire.

The second step occurs after the completion of the ceremony. At this point, the marriage license becomes a marriage certificate and is returned to the office of the Recorder where it is processed and recorded as a vital statistic record.

The Marriage License System process is described in the following text.

- The system generates and controls the Recorder's Locator Numbers for Confidential and Public Marriage Licenses.
- The system will cashier Confidential and Public Marriage Licenses.
- The application software provides for the automated indexing of Confidential and Public Marriage Licenses.
- The system provides for the on-line generating and printing of Confidential and Public Marriage Licenses in the format required by State law and County policy.
- The system stores the Marriage License information captured when the License is issued for retrieval when the Marriage Certificate is recorded as a Vital Record.
- The system will automatically generate a notice to be sent to the applicants if the certificate has not been returned 60 days from the date of issue of the license.

**RiiMS™ Extract Systems Interface
SOFTWARE ADDENDUM**

**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
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RiiMS™ Extract Systems Interface means the computer software designed by DFM for use in the integration of Extract Systems Automated Indexing Software and Extract Systems Automated Redaction Software. The RiiMS™ Extract Systems Interface includes the RiiMS™ Extract Systems Interface Software, the RiiMS™ Extract Systems Interface Subsystems, any RiiMS™ Extract Systems Interface Enhancement and any RiiMS™ Extract Systems Interface Software Releases. The RiiMS™ Extract Systems Interface is proprietary to DFM and reference is made to Article 6 of the Agreement.

- 10 Core Function: The core function of the RiiMS™ Extract Systems Interface is to allow the use of Extract Systems Software for Automated Indexing and Automated Redaction to be used with DFM's RiiMS™ software to automate those functions.

- 20 Description of Riims™ Extract System Interface: The general description of the Extract Software is provided in Exhibit E.

- 30 Monthly Fee: The RiiMS™ Extract Systems Interface monthly fee is \$2,140.00 effective July 1, 2015 for fiscal year ending June 30, 2016 (subject to adjustment as provided in Section 3.4 of the Master agreement.)

- 40 Flex Index Support: The estimated expenditure for the annual fee for the Flex Index support and maintenance is not to exceed \$7,790 effective January 1, 2016 for calendar year ending December 31, 2016.

- 50 Redaction Per Page Fee: The per page fee for use of the redaction software is \$0.013 based on an initial pre-purchase of a minimum of 3,000,000 pages. Per page fees of a smaller initial pre-purchase will be charged at the rates stated in the attached schedule of fees (see Exhibit F). Future per page fees will be charged at the then prevailing rate for quantities of 3,000,000 or more regardless of the quantity purchased. Effective July 1, 2015 for fiscal year ending June 30, 2016, the estimated total expenditure for redaction is \$15,750 at rate of \$0.013 per page.

- 60 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

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Exhibit E

RiiMS™ Extract Systems Integration General Description

1. Indexing Software Deliverable



FLEX Index is an automated data entry product that has been developed to work in conjunction with an end-to-end county recorder application, such as DFM's RiiMS™ system. FLEX Index uses an Optical Character Recognition engine to convert scanned images to a digital format. Then a rules-based search engine uses algorithms to locate a combination of key words and phrases that identify the type of document that is processed. After classifying the document type, FLEX Index applies another set of rules to look for other key words and phrases to identify the information to be captured and indexed into the DFM RiiMS™ application.

FLEX Index focuses on capturing data from the document types that make up 80% of the volume, which typically include:

<ul style="list-style-type: none">• Abstract of Judgment• Abstract of Support Judgment• Affidavit of Death• Assignment of Mortgage• Assignment of Rents• Certificate of Delinquency of Personal Property Tax Lien• Financing Statement	<ul style="list-style-type: none">• Modification of Deed of Trust• Mortgage – Deed of Trust• Notice of Completion• Notice of Default• Notice of Federal Tax Lien• Notice of Rescission• Power of Attorney• Quit Claim Deed	<ul style="list-style-type: none">• Abstract of Judgment Release of Lien (County, State & Federal)• Request for Notice of Default• Satisfaction of Judgment• Satisfaction of Mortgage• Subordination Agreement• Substitution of Trustee• Warranty Deed
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- Actual document types to be determined after review of sample documents.
- Automatically extracts relevant recorded information such as grantor(s), grantee(s), legal description, related records, return to address and other user state-defined data fields (up to 6 fields) *regardless of where the information resides in the document*, as defined by this SOW. Santa Barbara wants to capture: Grantor, Grantee, APN, Document Number, and Prior Reference Number.
- Presents the “auto-indexed” document and corresponding image to the user for verification
- Walks the user through the verification process by automatically finding and highlighting the extracted information in the displayed image
- Allows the user to approve the data or to use tools such as rubber-banding and highlighting features to extract the data directly from the document and populate application fields
- Provides an exception-based workflow process for image QC and staff questions
- Includes dynamic layout and configurable fields
- Includes Filtering, Validation and Keyboard Shortcuts
- Supports Zoom, Pan, Highlight, and Rotate screen manipulations
- Exports the approved data in a standard XML or open source format.

“Describe System Architecture”

The following technologies are used to accomplish the indexing process

- Microsoft SQL Server 2005 or 2008 Express Edition as the backend database
- Nuance OCR Engine version 15 for OCRing the documents

- LeadTools version 15 engine for image and PDF file processing
- Proprietary and sophisticated rules engine developed by Extract Systems
- FLEX Index is built on the Microsoft COM object framework
- FLEX Index can run on Windows XP, Windows Vista, Windows Server 2003, and Windows Server 2008 using the latest available service packs from Microsoft.
- “Out of the box machine scalability”: FLEX Index can be deployed on multiple machines as required to meeting processing throughput specifications (additional licensing costs apply for each machine)
- “Out of the box processor scalability”: FLEX Index can utilize the full processing power of multi-core server machines to maximize throughput

2. Redaction Software Deliverable



ID Shield has been used to process redactions in some of the largest and fastest growing areas of the United States including: Las Vegas, Detroit, and Indianapolis. Overall more than 150 government agencies are currently utilizing ID Shield to redact sensitive information from their documents, more than any other redaction provider. ID Shield was one of the first automated redaction solutions with an accuracy rate consistently greater than 90 percent.

ID Shield is an automated redaction solution using Optical Character Recognition (OCR) and Intelligent Character Recognition (ICR). Our ability to achieve accuracy rates consistently higher than our competitors is a result of our experienced rule writers and image clean-up tools allowing us to capture sensitive information in skewed, speckled, or lesser quality images often found in historical documents.

ID Shield programmatically locates and redacts sensitive personal information on scanned images, on a historical or go forward basis. The redaction process will be according to governing statutes (AB1168). In addition, the application will provide the ability to identify and redact other types of personal information (i.e., birth dates, driver license number, etc).

OCR every page of each scanned image and:

- Identifies target privacy information... *regardless of where the information resides in the document*
- Electronically highlights the located information on the image for QC
- Uses multiple methods to identify privacy information
- Can redact multiple regions on the same page
- Can locate handwritten information on an image
- Ease of use QC process to confirm information to be redacted
- Optimize application to allow for “one keystroke” approval or dismissal of the redacted information
- Partial redaction of data, defined at character level, for example Social Security Number 987-56-1234 would be redacted to [REDACTED]-1234
- Allows the user to redact information on the image using a textual or physical location basis from multiple image locations
- Supports tools like “word-wrap”, “rubber-banding”, and “highlighting.”
- Generates a new electronic image with the redacted information burned into the image
- Retain OCR Records and coordinates for each redacted region on an image and store in an XML file.
- Comprehensive Statistical Reporting

In addition;

Supports multiple redaction environments and parallel processes. This means that images can *simultaneously* be processed on a “go forward” as well as a “historical” basis.

Iterative reprocessing ... will allow previously redacted images to be reprocessed and provide the ability to redact new categories of privacy information without rescanning or making an OCR pass of the image again.

“Describe System Architecture”

The following technologies are used to accomplish the redaction process

- Microsoft SQL Server 2005 or 2008 Express Edition as the backend database
- Nuance OCR Engine version 15 for OCRing the documents
- LeadTools version 15 engine for image and PDF file processing
- Proprietary and sophisticated rules engine developed by Extract Systems
- ID Shield is built on the Microsoft COM object framework
- ID Shield can run on Windows XP, Windows Vista, Windows Server 2003, and Windows Server 2008 using the latest available service packs from Microsoft.
- “Out of the box machine scalability”: Flex Index can be deployed on multiple machines as required to meeting processing throughput specifications (additional licensing costs apply for each machine)
- “Out of the box processor scalability”: Flex Index can utilize the full processing power of multi-core server machines to maximize throughput

Exhibit F

Extract Systems ID Shield per Page Image Processing Fee Schedule

The following table lists the fee schedule for purchasing per image pages. The cost of processing an individual image is based on the number of pages in the image.

ID SHIELD PER PAGE PRICING MATRIX							
Images Processed	100,000	250,000	500,000	750,000	1,000,000	3,000,000	3,000,000
Image Page Fee	\$ 0.070	\$ 0.049	\$ 0.035	\$ 0.028	\$ 0.025	\$ 0.020	\$ 0.013

**RiiMS™ SECURE Systems Interface
SOFTWARE ADDENDUM**

**WHEN SIGNED ON BEHALF OF THE COUNTY AND DFM
THIS ADDENDUM SHALL BECOME A PART OF THAT
CERTAIN MASTER AGREEMENT, DATED AS OF July 1, 2009
("MASTER AGREEMENT")**

RiiMS™ SECURE Systems Interface means the computer software designed by DFM for use in the integration of SECURE Systems Software for Electronic Recording by the multi-county consortium including Orange, Los Angeles, Riverside and San Diego. The RiiMS™ SECURE Systems Interface includes the RiiMS™ SECURE Systems Interface Software, any RiiMS™ SECURE Systems Interface Enhancement and any RiiMS™ SECURE Systems Interface Software Releases. The RiiMS™ SECURE Systems Interface is proprietary to DFM and reference is made to Article 6 of the Agreement.

10 Core Function: The core function of the RiiMS™ SECURE Systems Interface is to allow the use of SECURE Systems Software for Electronic Recording to be used with DFM's RiiMS™ software to automate those functions.

20 Monthly Fee: The RiiMS™ SECURE Systems Interface monthly fee is \$1,605.00 effective July 1, 2015 for fiscal year ending June 30, 2016 (subject to adjustment as provided in Section 3.4 of the Master Agreement.)

50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: _____
Thomas G. Diebolt, President

Date: _____

Date: _____

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20 Monthly Fee: The RiiMS™ SECURE Systems Interface monthly fee is \$1,605.00 effective July 1, 2015 for fiscal year ending June 30, 2016 (subject to adjustment as provided in Section 3.4 of the Master Agreement.)

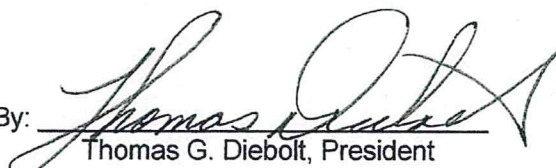
50 Incorporation of Master Agreement. The provisions of the Master Agreement, including, without limitation, Article 3, are incorporated herein by this reference as if set forth in full.

COUNTY OF SANTA BARBARA

CONTRACTOR

DFM Associates, a California corporation

By: _____
Chair, Board of Supervisors

By: 
Thomas G. Diebolt, President

Date: _____

Date: 7.4.15

Sixth Amendment to Master Agreement with DFM Associates (RIIMS)
Effective 7/1/2015

Exhibit G

1. PROJECT SUMMARY

This Statement of Work (SOW) defines the areas or scope of work required for successful execution of this project and clearly identifies Vendor and Customer project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work has been successfully completed and the methodology that will be used to control scope, quality, and costs.

The purpose of this project is to develop, install, implement and provide product training at Santa Barbara County's Office of the Assessor-County Clerk-Recorder for Electronic Recording of Land Records using the SECURE System. DFM will build a custom integrated interface with RIIMS to support this new business process.

2. Secure System Description

Assembly Bill 578 (Government Code sections 27390 through 27399), authorizes county recorders in California to accept digitized electronic documents and certain digital electronic documents for recordation pursuant to the provisions and regulations developed by the Department of Justice. Electronic recording will provide authorized submitters (title insurers, underwritten title companies, institutional lenders, and government entities) with the ability to submit digitized and certain digital documents electronically through a single port to participating counties. The program enables the counties to improve and modernize its systems of recording and handling real property documents by permitting the delivery, recording, and return of real property documents electronically. The ability to electronically record documents will reduce processing time, staff workload, and material costs associated with managing paper copies and manually maintaining databases. An ERDS compliant system (SECURE) jointly owned and acquired by a consortium of the State's largest counties; Los Angeles, Orange, Riverside, and San Diego counties is in the process of being developed for Attorney General approval and will be made available for use by Santa Barbara County during beginning in FY 2009-2010. The Orange County Clerk-Recorder is hosting the multi-county SECURE electronic recording delivery system and will make it available to counties as participants sharing in the annual maintenance cost of the system. Santa Barbara County will participate in the use of the SECURE system through establishment of a Memorandum of Understanding Agreement approved by the owner Counties. At this time the SECURE system development is expected to be completed by August of 2009 for certification of the system by the Attorney General. DFM Associates will build the interface from the Orange County hosted system to RIIMS.

3. PROJECT DELIVERABLES

The Deliverables for the SECURE custom interface will include:

- Software Deliverables
- Training Deliverables
- Documentation Deliverables
- Project Manager Deliverables
- Integration Deliverables
- Testing Deliverables
- Go Live Deliverables and Documentation

Board Contract Summary

BC 16 - 042

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	15-16
D2.	Department Name	CLERK-RECORDER-ASSESSOR
D3.	Contact Person	WESLEY WELCH
D4.	Telephone	805-568-2214

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Recorders Information and Image Management System Lease & Maintenance
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 198,943.64
K5.	Contract Begin Date	07/01/2009
K6.	Original Contract End Date	06/30/2010
K7.	Amendment? (Yes or No)	YES
K8.	- New Contract End Date	06/30/2016
K9.	- Total Number of Amendments	6
K10.	- This Amendment Amount	\$ 1,000
K11.	- Total Previous Amendment Amounts	\$ (43,767)
K12.	- Revised Total Contract Amount	\$ 155,000

B1.	Intended Board Agenda Date	07/07/2015
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	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0001
F2.	Department Number	062
F3.	Line Item Account Number	7124
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	2000
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	NET 30

V1.	Auditor-Controller Vendor Number	214714
V2.	Payee/Contractor Name	DFM Associates
V3.	Mailing Address	10 Chrysler
V4.	City State (two-letter) Zip (include +4 if known)	Irvine, CA 92618
V5.	Telephone Number	949-859-8700
V6.	Vendor Contact Person	Thomas G. Diebolt
V7.	Workers Comp Insurance Expiration Date	01/01/2016
V8.	Liability Insurance Expiration Date	07/01/2016
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	Wesley Welch

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: 10/24/15 Authorized Signature: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2015

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

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

PRODUCER Alvarado Pacific Insurance Services, Inc. 7777 Alvarado Rd. #605 La Mesa CA 91942-8282	CONTACT NAME: Jessica Lee PHONE (A/C, No. Ext): (619) 668-4600 E-MAIL ADDRESS:	FAX (A/C, No): (619) 469-1569
	INSURER(S) AFFORDING COVERAGE	
INSURED DFM Associates, Inc. 10 Chrysler Irvine CA 92618	INSURER A: Federal Insurance Company NAIC # 20281	
	INSURER B: Preferred Employers Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL155713294

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3535-92-08 WCE	7/1/2015	7/1/2016	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Emp. Ben. is Claims Made						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Terrorism is included						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:			PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000	
A	AUTOMOBILE LIABILITY			7351-34-66	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WKN 157377-1	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance as respects operations of the named insured * Certificate holder is named as additional insured per 80-02-2373 * Waiver of subrogation applies as required by written contract *

CERTIFICATE HOLDER**CANCELLATION**

County of Santa Barbara
 County Clerk - Recorder - Assessor
 Attn: Rose Rodarte
 P.O. Box 159
 Santa Barbara, CA 93102-0159

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Parker Scott/JRL

Parker Scott

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