

36

COURT ORDER

ORDER NO.: 2007 2258

DATE: November 6, 2007

STATE OF TEXAS §

COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 6th day of November, 2007, on motion made by Mike Cantrell, Commissioner District #2, and seconded by Maurine Dickey, Commissioner District #1, the following Order was adopted:

- WHEREAS, pursuant to Commissioners Court Order No. 2005-658 dated March 29, 2005, County, on behalf of the County Clerk, and BearingPoint, Inc. entered into a Recording, Indexing & Imaging System Agreement (hereinafter, "Original Agreement") to implement a system to record, index, and image the official public records of the County Clerk; and
- WHEREAS, pursuant to Section XIV(D) (Additional Services) of the Original Agreement, the County Clerk and BearingPoint have determined that Additional Services are needed to meet County's goals and objectives under the Original Agreement; and
- WHEREAS, the County Clerk has requested BearingPoint to provide Additional Services to include post implementation project management support through full-time, on-site technical and customer support, which will increase the Per Unit Cost per Document from \$1.05 to \$1.15, resulting in an approximated cost of Forty-Eight Thousand Five Hundred Dollars and No Cents (\$48,500.00) to cover the cost of these Additional Services for the duration of the Original Agreement; and
- WHEREAS, the County Clerk has further requested BearingPoint to provide one-time Additional Services through its subcontractor, DocuData Solutions, to perform an inventory, inspection, and quarantine of redox film in the amount of One Hundred Forty Thousand Three Hundred Fifty-Six Dollars and No Cents (\$140,356.00); and
- WHEREAS, the County Clerk has also requested BearingPoint to provide one-time Additional Services through its subcontractor, Hart InterCivic, to perform a redacted image import and loading into the Anthem System, which will convert data and import such data back into the system to allow for both non-redacted and redacted on-line records, in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00); and
- WHEREAS, the parties have agreed as to the Additional Services to be provided by BearingPoint to County and the fees to be paid to BearingPoint by County for the Additional Services; and
- WHEREAS, the estimated increased cost to the Original Agreement for the Additional Services is Two Hundred Thirty-Eight Thousand Eight Hundred Fifty-Six Dollars and No Cents (\$238,856.00), which represents a 7.4% increase to the Original Agreement, and is authorized under Texas law pursuant to Texas Local Government Code § 262.031(b); and
- WHEREAS, the costs of such Additional Services shall be funded by the County Clerk's Records Management Fund.

GOVERNMENT EXHIBIT NO.
264
3:14-CR-293-M

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Dallas County Commissioners Court hereby approves the attached Amendment No. 1 to the Recording, Indexing and Imaging System Agreement by and between Dallas County and BearingPoint, Inc. to include the performance and payment of the Additional Services described herein and authorize the County Judge to execute the attached Amendment No. 1 on behalf of Dallas County.

DONE IN OPEN COURT, this the 6th day of November, 2007

X [Signature]
Jim Foster
County Judge

[Signature]
Maurine Dickey
Commissioner District #1

[Signature]
Mike Cantrell
Commissioner District #2

[Signature]
John Wiley Price
Commissioner District #3

[Signature]
Kenneth A. Wayfield
Commissioner District #4

Recommended by: [Signature]
John Warren, County Clerk

STATE OF TEXAS

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COUNTY OF DALLAS

AMENDMENT NO. 1

TO THE RECORDING, INDEXING & IMAGING SYSTEM AGREEMENT

FOR THE COUNTY CLERK'S OFFICE

BETWEEN

DALLAS COUNTY

AND

BEARINGPOINT

WHEREAS, pursuant to Dallas County Commissioners Court Order No. 2005-658 dated March 29, 2005, Dallas County (hereinafter, "County"), acting by and through the Dallas County Commissioners Court (hereinafter, "Commissioners Court"), on behalf of the Dallas County Clerk (hereinafter, "County Clerk") and BearingPoint (hereinafter, "Contractor") entered into a Recording, Indexing & Imaging System Agreement (hereinafter, "Original Agreement"); and

WHEREAS, pursuant to Section XIV(D) (Additional Services) of the Original Agreement, in the event that Contractor and/or County determines that additional services or equipment outside of the scope of services as provided for in the Original Agreement (hereinafter, "Additional Services") are needed to meet County's goals and objectives under the Original Agreement, the scope of such Additional Services shall be in writing and executed by the parties hereto by way of a formal amendment to the Original Agreement; and

WHEREAS, in accordance with Section XIV(D) (Additional Services) of the Original Agreement, the parties have determined that Additional Services are needed to meet County's goals and objectives under the Original Agreement; and

WHEREAS, the parties have agreed as to the Additional Services to be provided by Contractor to County and the fees to be paid to Contractor by County for the Additional Services; and

WHEREAS, the Additional Services provided for herein are authorized under Texas law pursuant to Texas Local Government Code § 262.031(b);

NOW THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, by execution of this Amendment No. 1, the Original Agreement is hereby amended as follows:

I. PURPOSE:

This Amendment No. 1 amends the Original Agreement between County and Contractor. The purpose of this Amendment No. 1 is to: (1) specify the scope of Additional Services to be provided by Contractor to County pursuant to Section XIV(D) (Additional Services) of the Original Agreement; (2) incorporate the fees to be paid to Contractor by County for the Additional Services described herein; and (3) incorporate the three (3) Statements of Work for Contractor to provide the Additional Services, which shall include (i) post implementation project management support through full-time, on-site technical and customer support, (ii) an inventory, inspection, and quarantine of the County's microfilm through Contractor's subcontractor, DocuData Solutions, and (iii) redacted image import and loading into Anthem System through Contractor's subcontractor, Hart InterCivic.

Amendment No. 1 to Imaging Agreement with BearingPoint

II. AMENDED PROVISIONS:

This Amendment No. 1 shall not change or waive any contractual provisions, clauses or conditions of the Original Agreement, each of which are incorporated herein by reference as if fully reproduced, word for word, and number for number, unless otherwise provided for herein. The Original Agreement, including any and all incorporated and/or referenced documents, exhibits, attachments, and amendments, specifically County's Request for Proposal No. 2004-064-1485 for the Recording, Indexing & Imaging System for the Dallas County Clerk (hereinafter, "County's RFP") and Contractor's Proposal, as amended by the Best and Final Offer submitted by Contractor, in response to County's RFP (hereinafter, "Contractor's Proposal"), and any and all incorporated and/or referenced documents, exhibits, attachments, and amendments that by their terms have been incorporated into any of the foregoing documents, are collectively referred to herein as the Original Agreement. All provisions of the Original Agreement shall remain in full force and effect throughout the term of the Original Agreement and any duly authorized amendments or extensions, including this Amendment No. 1 to include the following Amended Provisions:

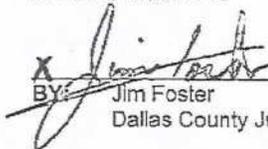
- A. The amount of "\$1.05" in Section III (Fees) of the Original Agreement is deleted and the amount of "\$1.15" is substituted therefor.
- B. Pursuant to Section XIV(D) of the Original Agreement, the following Additional Services shall be provided by Contractor and paid for by County under this Amendment No. 1:
 - i. Post implementation project management support through full-time, on-site technical and customer support to be provided by Contractor, as described in Exhibit A, Statement of Work for Post Implementation Project Management Support. These Additional Services will increase the Per Unit Cost per Document from \$1.05 to \$1.15, resulting in an approximated cost of Forty-Eight Thousand Five Hundred Dollars and No Cents (\$48,500.00) for the duration of the Original Agreement.
 - ii. An inventory, inspection, and quarantine of the County's microfilm through Contractor's subcontractor, DocuData Solutions, as described in Exhibit B, Statement of Work for Dallas County Microfilm Inventory, Inspection and Quarantine. The Maximum Amount to be paid to Contractor by County for such Additional Services shall be in the amount of One Hundred Forty Thousand Three Hundred Fifty-Six Dollars and No Cents (\$140,356.00).
 - iii. Redacted image import and loading into Anthem System through Contractor's subcontractor, Hart InterCivic, as described in Exhibit C, Statement of Work for Redacted Image Loading. The Maximum Amount to be paid to Contractor by County for such Additional Services shall be in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00).

III. ACCEPTANCES:

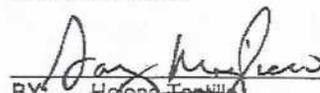
By their signatures below, the duly authorized representatives of County and Contractor accept this Amendment No. 1 in full and represent that they are duly authorized to execute this Amendment No. 1 on behalf of their party and to validly bind their party to all terms, conditions, performances, and provisions set forth herein.

EXECUTED THIS 6TH DAY OF November, 2007.

DALLAS COUNTY:


BY: Jim Foster
Dallas County Judge

BEARINGPOINT:

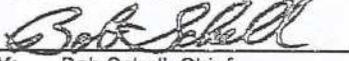

BY: Helena Tantillo
Managing Director
Vice President
Gary Mijlicca

Amendment No. 1 to Imaging Agreement with BearingPoint

RECOMMENDED:


BY: John Warren
Dallas County Clerk

APPROVED AS TO FORM*:


BY: Bob Schell, Chief
Dallas County District Attorney's Office, Civil Division

*By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

EXHIBIT A

Statement of Work Post Implementation Project Management Support

Amendment No. 1 to Imaging Agreement with BearingPoint

SBP-1A-162-0099-01-00039597

Statement of Work-

Post Implementation Project Management Support

Scope Statement:

The scope of work for the post-implementation support of the Dallas County Recording, Imaging and Indexing System will provide full time onsite Customer support.

The full-time onsite Project Manager will provide a single point of contact between the Dallas County Clerk's main office, remote sites, and entities providing services that include software maintenance, hardware maintenance, indexing, microfilming, and microfilm storage for the Dallas County Clerk's Office Recording, Imaging and Indexing System (DCCRIIS). The following areas will be covered as a part of this service:

- **Problem Management** – Problem management is a process designed to minimize the adverse affects of incidents and problems caused by infrastructure errors. It also seeks to proactively prevent the recurrence of these incidents and problems.
- **Incident Management** – Incident management's goal is to restore service operation as quickly as possible with minimal disruption to the users of the system.
- **Configuration Management** – Configuration management is a process of identifying and defining configuration items within DCCRIIS infrastructure. It also involves monitoring the status of these items processing requests for change, and verifying the completeness and correctness of configuration items.
- **Change Management** – Change management is a process of controlling changes within the DCCRIIS, IT services or systems with proper approval and minimal disruptions.
- **Release Management** – Release Management is the process of introducing new or changed configuration items to the infrastructure. The configuration items will be approved via the change management process tested and determined ready for implementation as a part of the overall process.

EXHIBIT B
Statement of Work
Microfilm Inventory, Inspection & Quarantine

Amendment No. 1 to Imaging Agreement with BearingPoint

Statement of Work-
Dallas County Microfilm Inventory, Inspection and Quarantine

Scope Statement:

Dallas County stated it transferred 54,315 rolls of Microfilm from ACS, the former vendor to Docudata's storage facility. Docudata will inventory the film to verify the count, create a database of the film and inspect the film for problems.

1. Inventory Control

DocuData Solutions has a state of the art climate controlled vault for secure film storage. During inventory process all film will be stored and inspected in the secure facility.

- A. DocuData's inventory processor will ensure the film inventory and security is maintained per established ANSI guidelines.
- B. The inventory processor will ensure film requests are submitted and signed by production team lead prior to removing for inspection. This will insure that the current film inventory will remain updated at all times.
- C. The inventory processor will ensure that all completed roll film is brought back into inventory and stored in designated storage location for long term storage. This will insure compliance with existing contracted services.

2. Film Handling

DocuData Solutions adheres to all ANSI standards for microfilm handling procedures. All film handlers will be required to wear cotton Film Handling Gloves which will be supplied by DocuData Solutions

As a part of a cursory review DOCUDATA completed the inspection of 10,819 rolls or approximately 20% of the inventory with the following results

Film Defect	Quantity	% Estimated Defective	Estimated Total
Film Rolls with REDOX	335	3%	1629
*Acetate Film Rolls	3,851	64.9%	35,282

***All film prior to 1990 was Acetate; hence the significant quantity of Acetate film rolls**

REDOX is a condition where the silver halide particles in the film base are rusting, thus the reddish spots on the film resembling "measles". This condition cannot be reversed and left untreated will only continue to spread until the complete image is non-readable. The reddish spots multiply forming much larger areas that obliterate the image/data. This condition is also contagious and can spread to other rolls in the inventory. The severity of the problem varies from roll to roll, but the older rolls have a very severe case of REDOX and all rolls must be quarantined and mitigated as soon as possible. All infected rolls will be quarantined in containers separate from the healthy film.

EXHIBIT C

Statement of Work Redacted Image Import and Load

Amendment No. 1 to Imaging Agreement with BearingPoint

MANATRON[®]
The tower company

Redacted Image Loading

Dallas, Texas

October 17, 2007

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1 Project Summary

Project:	Redacted image Import and Load into Anthem System
Project Site:	Dallas County Clerk 405 Martin Luther King Georgetown, TX, 78626
Client Contacts:	John Warren, County Clerk
Target Date of Implementation:	Project Schedule within 45 days of contract signing. Detailed schedule with agreed upon dates to be delivered during project planning phase.
Scope:	Manatron Engineering, Data Validation, Customer Test load, Production Load
Technology:	<i>Software</i> None <i>Hardware</i> None

1 Project Summary

Project:	Redacted image Import and Load into Anthem System
Project Site:	Dallas County Clerk 405 Martin Luther King Georgetown, TX, 78626
Client Contacts:	John Warren, County Clerk
Target Date of Implementation:	Project Schedule within 45 days of contract signing. Detailed schedule with agreed upon dates to be delivered during project planning phase.
Scope:	Manatron Engineering, Data Validation, Customer Test load, Production Load
Technology:	<i>Software</i> None <i>Hardware</i> None

2 Verified Statement of Work

2.1 Purpose Statement

The purpose of this project is to implement the redacted images as provided by Dallas County and its vendors. The installation includes the following phases:

- Project kickoff
- Data validation
- Load of image batch into test environment
- Load of Image batch into production environment

See attached draft schedule for anticipated durations.

2.2 Scope Statement

This project is responsible for the loading of Redacted images into the Anthem system. The key elements of this approach are.

Each phase will contain a description of the tasks to be completed and the expected deliverables. At the end of each phase, an acceptance form will need to be completed before the next phase of the project commences. Payment for each phase will be contingent upon acceptance by Dallas County of the deliverable. The process of reviewing the deliverable in each phase shall not unreasonably be delayed, nor shall acceptance be unreasonably denied by the County.

The image batch loading process is defined in following Product Description:

Project Kickoff

- This process will define the delivery method and timing of Batch(s) of redacted images to be provided to Manatron.

Data Validation

- This process will provide verification that the data mapping standards provided by Manatron have been adhered to.

Load of image batch into Test Environment

- Manatron will import the image batch into Dallas County's Anthem Test environment for customer validation of redaction.
- Manatron will modify the image flags for non redacted images to be set to Original Non-Public.
- Manatron will create image flags for Redacted images of Public Non-Original.

Load of Image batch into Production Environment

- Manatron will import the image batch into Dallas County's Anthem Production environment for customer.
- Manatron will modify the image flags for non redacted images to be set to Original Non-Public.

- Manatron will create image flags for Redacted images of Public Non-Original.

2.3 Assumptions and Constraints

- County will meet minimum hardware requirements as detailed in the hardware attachment of this document, following the general recommendations of Manatron.
- Prior to beginning of this project the county and redaction vendor has agreed to import method
- Manatron will import images identified as redacted by the redaction vendor and compliant with the Manatron data mapping standard.
- Customer is responsible for any additional storage requirements generated by the loading of redacted images.
- Manatron will provide customer an exception report of redacted images identified in the map file that cannot be attached to the Anthem system.
- It is the county's responsibility to address any redaction issues with the vendor.
- Manatron will load the data "as is", any issues with the redacted images will need to be addressed with the redaction vendor.
- If an additional batch is needed based on errors from the additional load would need to go through the Change Management Process and may be at an additional cost.

2.4 Deliverables

- Image Batch – Manatron will provide Customer with load status of batches processed into either test or production.
- Project Management Documentation – weekly status reports.

2.5 Stakeholders

2.5.1 County Project Sponsor – Mike Griffith, BearingPoint Inc

The Project Sponsor is the individual that provides the authority necessary to implement the project and ensures success.

Responsibilities include:

- Final decision making authority of County issues
- Resolves County issues
- Assigns County personnel to project tasks that are the County's responsibility

2.5.2 County Project Manager – Madeleine Ederson Bearing Point Inc

The Project Manager will act as the liaison between the County and the Manatron Project Manager. The Project Manager is the individual that facilitates the implementation of the project and ensures success.

Responsibilities include:

- Facilitates issue resolution and change management
- Reviews milestone acceptance criteria and acknowledges completion
- Facilitate access to key County application and technical support personnel
- Coordinates and oversees County responsibilities

2.5.3 Manatron Project Manager – Ron Clark, Account Manager, Manatron

The Project Manager will act as the liaison between the County Project Manager and Manatron, as well as direct project team members at Manatron.

Responsibilities include:

- Monitor project execution against the baseline project plan
- Report project status including schedule, risks, and issues
- Manage change control, risk, and issues
- Maintain staffing plan and Manatron project timeline
- Develop and maintain project plans consisting of scope, schedule, cost, communication and risk
- Coordinate and direct day-to-day activities as well as monitor project execution against the baseline project plan.

2.5.4 Manatron Implementation Team

Manatron Development Specialists

Responsibilities Include:

- Image Batch load process.
- Remote software configuration and integration with existing Manatron products

3 Pricing

3.1 Cost and Billing

Redacted Image Import and Load of two batches of 1Million images each	\$30,000.00
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TOTAL	\$30,000.00
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Additional image import batches- per batch of 1 Million Images	\$4,500
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*Based on estimates provided by Bearing point and County. The image volume is expected to be between 3.5 and 8.5 M images.

Full payment of \$30,000 will be due upon signing of this Statement of Work. Each additional batch will be billed as it is delivered.

Pricing Matrix:

Role/Level	Hourly Billing Rate	Units	Ext
Senior Consultant	\$150.00	50.3	\$7,550.00
Consultant	\$140.00	0	\$0.00
Project Manager	\$175.00	24	\$4,200.00
System Engineer	\$150.00	40	\$6,000.00
Support Employee	\$140.00		\$0.00
Software Development	\$175.00	70	\$12,250.00
Total			\$30,000.00

4 Statement of Work Signature

We, the undersigned, accept this document as a stable work product to be used in the delivery of project described herein. Any deviation from this Statement of Work is to be placed under formal change control.

Signatures:



 John Warren
 County Clerk
 Dallas County, TX

6th Nov. 2007

 Date