

Tom Green County Commissioners' Court

July 12th, 2005

The Commissioners' Court of Tom Green County, Texas, met in Regular Session July 12th, 2005 in the Edd B. Keyes Building, with the following members present:

Ralph Hoelscher, Commissioner of Precinct #1
 Karl Bookter, Commissioner of Precinct #2
 Steve Floyd, Commissioner of Precinct #3
 Richard Easingwood, Commissioner of Precinct #4
 Michael D. Brown, County Judge

1. County Judge, Michael Brown, called the meeting to order at 8:10 A.M.
2. Judge Brown recessed the Open Meeting to go into a Closed Executive Session in accordance with V.T.C.A. Government Code, Chapter 551, subchapter D at 8:12 AM.
5. Judge Brown reconvened the meeting in Open Session at 9:13 A.M.
6. Commissioner Hoelscher offered the invocation. The Pledge of Allegiance to the United States and the Texas Flags was recited.
8. **Commissioner Easingwood moved to accept the Consent Agenda as presented. Commissioner Floyd seconded the motion. The following items were presented:**
 - A. Approved the Minutes of the last Regular Meeting of June 28th, 2005.
 - B. Approved the Minutes of Accounts Allowable (Bills) from June 29th – July 12th, 2005 in the amount of \$1,554,192.45. (Recorded with these minutes)
 Purchase Orders from June 27th – July 1st, 2005 in the amount of \$19,798.40 and from July 4th – 8th, 2005 in the amount of \$ 79,748.87.
 - C. Accepted Personnel Actions as presented:

The following salary expenditures are being presented for your *Approval*:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF.</u> <u>DATE</u>	<u>GRADE</u> <u>/STEP</u>	<u>SALARY</u>	<u>SUPP/CAR</u> <u>ALLOW</u>
Stafford, Lesley	Jail	New Hire	7-02-05	16/1	\$874.22 S/M	
Perez, Edna	Jail	New Hire	7-01-05	16/1	\$874.22 S/M	
Wilson, Debra	Jail	New Hire	7-01-05	16/1	\$874.22 S/M	
Conaway, Ida	Jail	New Hire	7-01-05	16/1	\$874.22 S/M	
Barco, Quirina M.	Jail	New Hire	7-01-05	16/1	\$874.22 S/M	
Fiveash, William J.	Sheriff's Office	Promotion	6-30-05	19/4	\$1091.68 S/M	
Mild, Jeannie C.	Sheriff's Office	Promotion	6-29-05	19/4	\$1091.68 S/M	
Huckabee, Theresa	Library	New Hire	7-01-05	13/1	\$753.91 S/M	
Bader, Matthew	District Attorney	New Hire	7-01-05	N/A	\$6.60/Hour	
Sanchez, Thelma A.	County Clerk	New Hire	7-06-05	13/1	\$753.91 S/M	

The following personnel actions are presented for *Acknowledgement* and as a matter of record:

<u>NAME</u>	<u>DEPARTMENT</u>	<u>ACTION</u>	<u>EFF.</u> <u>DATE</u>	<u>GRADE</u> <u>/STEP</u>	<u>SALARY</u>	<u>SUPP/CAR</u> <u>ALLOW</u>
Wingo, Thomas	CSCD	Resignation	7-15-05	N/A	\$854.17 S/M	\$750.00 S/M
Wilkins, Amy L.	CSCD	Salary Increase	7-01-05	N/A	\$1116.63 S/M	
Lopez, Paula J.	CSCD	Promotion	8-01-05	N/A	\$1238.00 S/M	
Garza, Marcelo	Road & Bridge 2/4	Resignation	6-28-05	13/1	\$753.91 S/M	
Luna, Michael	Roy K. Robb	Dropped	6-10-05	N/A	\$7.50/Hour	
Wilmoth, John A.	CSCD	Salary Increase	8-01-05	N/A	\$3437.50 S/M	

The following personnel actions are presented for *Grants* as a matter of record: None

- D. Accepted the Indigent Health Care Monthly 105 Report of Expenditures for June 2005 as a matter of record. (Recorded with these minutes.)
- E. August 12th, 2005 was set as the opening date for RFP 05-020 “Employee Benefits Insurance Plan and Related Services.”
- F. September 2nd, 2005 was set as the opening date for RFP 05-022 “General Liability Package and related services”.
- G. Accepted the Fee Collection Report by Justice of the Peace Precinct 1, 3, &4 for June 2005, pursuant to Section 114.044 of the Local Government Code as a matter of record. (Filed in the County Clerk’s Office for review)
- H. Approved the sale of city tax foreclosure property being:
 - 1. North 50 feet of Lots 8,9 & 10, Block 128, Fort Concho Addition in Cause # B-01-0099-T to James Pena for the amount of \$3,000.00.
 - 2. Lots 9,10 & 11, Block 1, Mineola Heights Addition in Cause # B-97-0145-T to Auto Wrangler, Inc. for the amount of \$4,500.00. (Recorded with these minutes.)
- I. Acknowledged notice from Verizon Southwest to construct a communication line within the right-of-way of a county road. 70 feet bore under Carlsbad Loop North of the intersection of Berma Loop with a buried drop wire in a 2 inch GT 42 conduit from the east right-of-way to the west right-of-way with a drop wire and conduit a minimum depth of 24 inches.

The motion passed 5-0.

- 9. There was **no action** on any matters discussed in Closed/Executive Session.
- 10. **Judge Brown moved to approve the appointments of County Presiding Judges and Alternate Judges, as presented, for the term of August 1, 2005 through July 31, 2006 for all county, state and federal elections. Commissioner Easingwood seconded the motion. The motion passed 5-0.** (Recorded with these minutes.)
- 11. Bobbie Bolander, Weldon Hampton, Martha Howell, Loretta Burgess, Diane Mc Williams, Allie Devereaux, and Lonnie Vines addressed the Commissioners’ Court with their concerns and oppositions to a Habilitation Facility being built in their area. Clayton Friend sent a letter of concern. (Recorded with these minutes at their request.)
Roger Julien, Dr. Steve Reames, Bob Reeves, Timothy Piland, Burt Terrill, Martin Nowlin (Lubbock), David Cox, & Billy Hollis addressed some of the concerns that had been voiced and spoke of the positive issues involved with the creation of the facility.
Commissioner Hoelscher moved that the Tom Green County Commissioners’ Court not authorize construction of any prison facility within a ten mile radius of the city limits of San Angelo and carefully consider the affect any prison location would have on the residents and the economy of the area. The motion died for lack of a second. No further action taken.

12. **Judge Brown tabled** the consideration for approval of the Construction Management Contract between Corrections Concepts, Inc. and Concho Valley Community Facilities Corporation and the Professional Management Agreement between Tom Green County and Corrections Concepts, Inc.
14. **Judge Brown moved to modify the Interlocal Agreement with the City of San Angelo regarding the Employee Health Clinic by adjusting the salary for the Physicians Assistant (PA) from \$65,000.00 to \$70,000.00 annually, based upon the recommendations by Mark Barta (City of San Angelo) and Archie Kountz (TGC Risk Manager). Commissioner Floyd seconded the motion. The motion passed 5-0.**
15. **Judge Brown moved to award RFP “RISK-4-05” to Madison National Life Insurance based on their proposal for basic life insurance and AD&D coverage as negotiated for the joint city/county request. Commissioner Easingwood seconded the motion. The motion passed 5 – 0.**
13. Terry Reeves, Roy K. Robb Post Adjudication Juvenile Facility, reported that there has been 1 successful graduation this month and 2 scheduled for next month maintaining a population of 10. He reported that they are turning down long-term youth until a final decision has been reached. They are in a holding pattern. **No Action was taken.**
16. **Judge Brown moved to award RFP 05-001 “Indexing, Receipting and Imaging System” to Hart InterCivic, Inc. for the County Clerk’s Office with payments coming from the County Clerk’s Record Preservation fund 030, and authorize the County Judge to sign the contracts. Commissioner Floyd seconded the motion. The motion passed 5 –0.**
17. **Commissioner Easingwood moved to accept the plan presented by the County Clerk for use of a dedicated County Clerk’s Record Management fund (SB 526) to be used for the archiving of Criminal Records to begin July 15th, 2005 and authorize the County Auditor to create a new line item for this fund. Judge Brown seconded the motion. The motion passed 5-0. (Recorded with these minutes.)**
18. **No Action** nor updates were given regarding the consideration of the former Hemphill-Wells Building for use as a library.
19. **Commissioner Hoelscher moved to allow Sergeant Ken Land, Courthouse Security, and the Purchasing department to explore various options regarding the best way to proceed with County Employee Identification Badges to enhance the security in County Office Buildings and bring back recommendations to the Court. Commissioner Floyd seconded the motion. The motion passed 5 – 0.**
20. **Commissioner Bookter moved to order a Burn Ban for Tom Green County due to the extreme fire danger, until further notice and authorize the County Judge to sign the Order. Judge Brown seconded the motion. The motion passed 5 – 0. (Recorded with these minutes.)**
21. **Judge Brown moved to ratify and approve the Memorandum of Understanding between The Institute of Cognitive Development, Inc. and the Tom Green County Crisis Intervention Unit. Commissioner Floyd seconded the motion. The motion passed 5 – 0. (Recorded with these minutes.)**
22. **Commissioner Bookter moved to approve the reauthorization of vehicle registration fees (retaining the current rate of \$11.50), pursuant to Sections**

502.172 & 502.173 of the Texas Transportation Code. Commissioner Hoelscher seconded the motion. The motion passed 5 – 0. (Recorded with these minutes.)

23. There were no issues discussed relating to the Tom Green County Subdivision and Manufactured Home Rental Community Development Regulations.

No action was taken.

24. **Judge Brown moved to approve the following line item transfers for FY2005:**
Fund: General

<u>Department</u>	<u>Account</u>	<u>Budget Increase</u>	<u>Budget Decrease</u>
007 Human Resources	0428 Travel & Training	567.90	
007 Human Resources	0429 In County Travel		32.98
007 Human Resources	0306 Education Materials		379.92
007 Human Resources	0405 Dues & Subscriptions		155.00

Commissioner Easingwood seconded the motion. The motion passed 5 – 0. (Recorded with these minutes.)

25. **Future Agenda Items Discussed:**

1. Consider setting Elected Officials Salaries.

26. **Announcements:**

1. The next Regular Scheduled Commissioners' Court meeting will be July 26th, 2005.
2. District Clerk, Sheri Woodfin, will have a demonstration of the I-Jury System at noon in Courtroom D.

26. Judge Brown adjourned the meeting at 11:41 AM.

As per HB 2931, Section 4:

I, Elizabeth McGill, County Clerk of Tom Green County, Texas do hereby attest that this is an accurate accounting of the proceedings of the Commissioners' Court Meeting that met in Regular Session on July 12th, 2005.

I hereby set my hand and seal to this record July 12th, 2005.

Elizabeth McGill, County Clerk and
Ex-officio Clerk of the Commissioners' Court

Treasurers' Report on Bills during the Period of

June 29, 2005 TO July 12, 2005

Hand delivered Date: 07/08/05 Time: 4:00 p.m.

The attached report includes all funds that are subject to the County Treasurers' review. As a matter of procedure this report is submitted to the Commissioners' Court for approval, however, the following Funds or Bank accounts are not under the Commissioners' Court Jurisdiction nor do they require Court approval.

OPER Bank Account Fund 45 County Attorney Hot Check Funds; Fund 47 -Jury Donations; Funds 50 & 55 Dist Attorney Hot Check Funds; the CSCD (CSCD & CRTC State Funds) Bank Account and the JUV (Juvenile State Funds) Bank Account.

CSCD, CRTC, and Juvenile submit invoices related to CSCD or JUV accounts to the Auditor for processing. All other invoices are submitted directly to the Treasurers' Office for processing and audited by the Auditors' Office before issuance of checks.

Bank Account Code – Budget

OPER — County Budget General Operating Account
JUV- State Budget Juvenile Operating Account
CE - Operating Account-Cafeteria Plan Trust-Employee Deductions
BOND- Property Tax Budget Bond Issues Operating Account

CSCD- State Budget CSCD General Operating Account
PC- Clearing account- Paychecks – Benefits-Deductions
95 - Operating Account for Detention Construction Funds
FORT- Operating Account for Sheriff and District Attorney Forfeiture Funds

\$1,084,095.83 All Bank Accounts- Refer to Last Page

\$473,033.50 Payroll-Employee Paychecks

30-Jun-05

Payroll-Employee or Election Paychecks

\$1,500.00 Jury Checks

6/22/05

-\$4,436.88 Voids-Month of

June

Miscellaneous

\$1,554,192.45 Grand Total

Submitted by Dianna Spieker, Dianna Spieker, County Treasurer

Prepared by Sharon Sustaita, Deputy Treasurer

Approved in Commissioner's Court on _____

Ralph Hoelscher

Ralph Hoelscher, Commissioner Pct #1

Karl Bookter

Karl Bookter, Commissioner Pct #2

Steve Floyd

Steve Floyd, Commissioner Pct #3

Richard Easingwood

Richard Easingwood, Commissioner Pct #4

Mike Brown

Mike Brown, County Judge

8-D

CIHCP MONTHLY FINANCIAL/ACTIVITY REPORT

County Name Tom Green Report for (Month/Year) 06/05
 Amendment of the Report for (Month/Year) _____

I. Caseload Data

Number of eligible individuals at the end of the report month	92
Number of SSI appellants within caseload at the end of report month	23

II. Creditable Expenditures During Report Month

Physicians Services	1. \$6,022.99	
Prescription Drugs	2. \$7,978.05	
Hospital, Inpatient Services	3. \$11,366.50	
Hospital, Outpatient Services	4. \$7,812.79	
Laboratory/X-Ray Services	5. \$2,699.72	
Skilled Nursing Facility Services	6. \$0.00	
Family Planning Services	7. \$0.00	
Rural Health Clinic Services	8. \$0.00	
State Hospital Contracts	9. \$0.00	
Optional Services	10. \$2,422.27	
Total Expenditures (Add #1 through #10.)		11. \$38,302.32
Reimbursements Received (Do not include State Assistance.)	12. (\$6,503.20)	
6% Case Review Findings (\$ in error)	13. ()	
Total to be deducted (Add #12 + #13.)		14. (\$6,503.20)
Credit to State Assistance Eligibility/Reimbursement (#11 minus #14)		15. \$31,799.12

STATE FISCAL YEAR (September 1 – August 31) TOTAL \$ 586,512.66

General Revenue Tax Levy (GRTL) \$ 19,559,893.00

8% of GRTL \$ 1,564,791.44 6% of GRTL \$ 1,173,593.58

Anita I. Dunlap  07/01/05
 Signature of Person Submitting Report Date

Print Name and Title Anita Dunlap, Director, Tom Green County Indigent Health Care



The City of

San Angelo, Texas

P.O. Box 1751 • Zip 76902

June 24, 2005

Mr. Micheal Brown, County Judge
Tom Green County
112 W. Beauregard
San Angelo, Tx 76903

RE: Sale of Tax Foreclosure Property(s) – N 50' of Lots 8, 9, and 10, Block 128, Fort Concho Addition, Suit No.: B-01-0099-T; Lots 9, 10, and 11, Block 1, Mineola Heights Addition, Suit No. B-97-0145-T and B-97-0133-T.

Dear Sirs:

The above referenced property(s) was auctioned in a Sheriff's Sale in August, 2001, March 2002 and December 1999 with no offers received. Subsequently, the property(s) was struck off to the City of San Angelo as Trustee for itself and the other taxing entities.

All properties are vacant lots. The size of the Fort Concho property is 50' x 155' and is located at 1913 S Hill Street. The size of the lots in the Mineola Heights Addition are 150' x 140' and is located on 18th Street.

The City has received an offer from James Pena for the Fort Concho in the amount of \$ 3,000.00 and an offer from Auto Wranglers for the Mineola Heights property in the of \$ 4,500.00.

The City Council has approved the sale of the property(s). This matter is now being forwarded to you for your approval on your next agenda. Attached is each Resolution for your signature. Please forward a copy of the signed Resolutions.

Listed below is a breakdown of the amounts owed.

N 50' of Lots 8, 9, 10, Block 128, Fort Concho Addition

Taxes	\$ 3,837.03
District Clerk	266.00
Sheriff Fees	40.00
Attorney Fees	507.00
Lien	36.00
City Admin	350.00
	<hr/>
	\$ 5,036.03

Lot 9, Block 1, Mineola Heights Addition

Taxes	\$ 2,217.11
District Clerk	226.00
Sheriff Fees	40.00
Attorney Fees	240.00
City Admin	<u>350.00</u>
	\$ 3,073.11

Lots 10 & 11, Block 1, Mineola Heights Addition

Taxes	\$ 1,610.66
District Clerk	153.00
Sheriff Fees	40.00
Attorney Fees	212.00
City Admin	<u>350.00</u>
	\$ 2,365.66

If you have any questions or require additional information, feel free to contact me at (915)657-4212.

Sincerely,



Sheila Carver
Property Management Tech
City of San Angelo

CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: 7-12-05

Buyer: James Pena
1417 North Street
San Angelo, Texas 76901

Property: North 50' of Lots 8, 9, and 10, Block 128, Fort Concho Addition, City of San Angelo, according to the map or plat thereof recorded in Cabinet A, Page 254, Plat Records of Tom Green County, Texas.

Purchase Price: Buyer will purchase the Property for the sum of Three Thousand and NO/100 Dollars (\$ 3,000.00)

Judgment: Judgment for the foreclosure of a tax lien against the Property entered on July 19, 2001 in Cause No. B-01-0099-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Deed dated August 21, 2001 filed of record on August 21, 2001, and recorded in Volume 855, Pages 798-800 , Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment, or (2) the total amount of the Judgment.

WHEREAS, Texas Tax Code §34.05(i) requires that Tom Green County consent to any sale of the Property upon such terms; and

WHEREAS, Tom Green County desires to consent to the sale of the Property to Buyer as proposed by the City of San Angelo, and Tom Green County makes this

Certificate of Resolution for the purpose of evidencing Tom Green County's resolution to consent to the sale of the Property to Buyer for the Purchase Price.

NOW, THEREFORE, the Commissioners of Tom Green County convened on July 12, 2005, for its regularly-scheduled meeting, following proper notice and agenda posting as required by law. At such meeting, the commissioners fully discussed and considered the sale of the Property to Buyer. Following a full evaluation of the matter and review of the proposed sale, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.

Tom Green County, a political
Subdivision of the State of Texas

By: *Mike Brown*
Judge Brown, Judge of Tom Green County

STATE OF TEXAS §
 §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on July 12, 2005,
by *Vickie Reisner, Mike Brown, Co. Judge* of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom
Green County.



Vickie Reisner
Notary Public, State of Texas

CERTIFICATE OF RESOLUTION AUTHORIZING TAX RESALE
OF THE COUNTY COMMISSIONERS OF
TOM GREEN COUNTY

Date: 7-12-05

Buyer: Auto Wrangler, Inc., a Texas Corporation
P O Box 60254
San Angelo, Texas 76906

Property: 1) Lot 9, Block 1, Mineola Heights Addition, City of San Angelo, Tom Green County, Texas, as per map or plat thereof recorded in Volume 1, Page 139, Plat Records of Tom Green County, Texas.

2) Lots 10 and 11, Block 1, Mineola Heights Addition, City of San Angelo, Tom Green County, Texas, as per map or plat thereof, recorded in Cabinet A, Slide 166, Plat Records of Tom Green County.

Purchase Price: Buyer will purchase the Property for the sum of Four Thousand, Five Hundred and NO/100 Dollars (\$ 4,500.00)

Judgment: Judgment for the foreclosure of a tax lien against Property 1 entered on March 6, 1998 in Cause No. B-97-0145-T by the 119th District Court of Tom Green County, Texas.

Tax Warrant: Tax Warrant for the foreclosure of a tax lien against Property 2 Entered on October 26, 1999 in cause No. B-97-0133-T by the 119th District Court of Tom Green County, Texas.

Sheriff's Deed: Sheriff's Tax Deeds dated March 18, 2002 and January 5, 2000 filed of record on March 19, 2002 and January 6, 2000, respectively, and recorded in Volume 901, Pages 249-250 and Volume 751, Pages 622-626, Official Public Records of Real Property, Tom Green County, Texas.

WHEREAS, the City of San Angelo, a Texas home rule municipal corporation, acquired full legal title to the Property — both for its own benefit and as Trustee for all other taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment and Tax Warrant — by the Sheriff's Deed.

WHEREAS, Tom Green County, a political subdivision of the State of Texas, is one of the taxing authorities entitled to receive proceeds from the sale of the Property under the terms of the Judgment and Tax Warrant.

WHEREAS, the City of San Angelo now desires to sell the Property to Buyer, and Buyer desires to purchase the Property from the City of San Angelo, in a private sale for the Purchase Price, an amount that is less than the lesser of (1) the market value specified in the Judgment or Tax Warrant or (2) the total amount of the Judgment or Tax Warrant.

WHEREAS, Texas Tax Code §34.05(i) requires that Tom Green County consent to any sale of the Property upon such terms; and

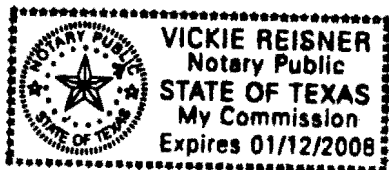
WHEREAS, Tom Green County desires to consent to the sale of the Property to Buyer as proposed by the City of San Angelo, and Tom Green County makes this Certificate of Resolution for the purpose of evidencing Tom Green County's resolution to consent to the sale of the Property to Buyer for the Purchase Price;

NOW, THEREFORE, the Commissioners of Tom Green County convened on July 12, 2005, for its regularly-scheduled meeting, following proper notice and agenda posting as required by law. At such meeting, the commissioners fully discussed and considered the sale of the Property to Buyer. Following a full evaluation of the matter and review of the proposed sale, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED, that Tom Green County Commissioners authorizes the City of San Angelo to sell the Property to Buyer for the Purchase Price, in accordance with §34.05(i) of the Texas Tax Code;

and further,

RESOLVED, that Judge Brown, Judge of Tom Green County, is hereby authorized and directed to execute any and all instruments on behalf of Tom Green County that may be appropriate or necessary to effectuate the sale of the Property to Buyer as contemplated herein.



Tom Green County, a political
Subdivision of the State of Texas

By: [Signature]

Judge Brown, Judge of Tom Green County

STATE OF TEXAS

§

§

COUNTY OF TOM GREEN

§

This instrument was acknowledged before me on July 12, 2005.

by Mike Brown, County Judge of
Tom Green County, a political subdivision of the State of Texas, on behalf of Tom Green
County.

Vickie Reusner
Notary Public, State of Texas

#10

**THE STATE OF TEXAS
TOM GREEN COUNTY**

ORDER OF APPOINTMENT FOR ELECTION JUDGES AND ALTERNATES


The Commissioners Court of Tom Green County, Texas does hereby appoint the following election judges and alternate judges for a one year term to begin August 1, 2005 and to end July 31, 2006. The hourly rate of compensation for election judges, alternate judges and clerks is \$8.00.

Precinct	Election Judge	Alternate Judge
#103, 146 & 147 – Baptist Memorial	Martha Snider-Rep.	San Macario Sedino-Dem
#106, 126 & 138 - Calvary Baptist Ch.	Marietta Oates-Dem.	Charles Dennis-Rep.
#108, 131 – Harriett Baptist Church	Maurice Beck-Rep.	Cindy Koegel-Dem.
#110 – Mereta Community Center	Gwyn Rosser-Rep.	Sylvia Chappa-Dem.
#112-Veribest School	Noemi Hoelscher-Rep.	Natividad Delaney-Dem.
#114 – Southside Rec. Center	Carol Cruz-Dem.	Linda Rodriguez-Rep.
#124, #156 & #157 - Blackshear School	Betty Andrews-Dem.	John Rangel, Jr. – Rep.
#137 – Senior Citizen Center – Chadbourne	Mary Cervantes-Dem.	Henry Perez – Rep.
#144 – Belmore Baptist Church	Shirley Diekmann-Dem.	Phyllis Duboski-Rep.
#145 & 155 –Region XV Ed. Ser. Cent.	Donna Guthrie-Dem.	Jim Ryan-Rep.
#209 – Christian Village	Betty Baden-Rep.	Donea Ogle-Dem.
#211 – Van Court Comm. Center	Tommye Willberg-Rep.	Kary Mercer-Dem.
#213 – Wall Fire Hall	Dalton Moeller-Rep.	Charlene Dusek-Dem.

#215 – Southland Baptist Church	Ken Lucas-Rep.	Andy Bonner-Dem.
#220, 254–Fairview School	Doris Taylor-Rep.	Betty Schwartz-Dem.
#225 – Glen Meadows Baptist Church	Rupert Angermeier-Rep.	Betty Kiesling-Dem.
#228, 243 – Trinity Lutheran Church	Charles Keilers -Rep.	Sue Bramhall-Dem.
#230 – Southgate Church Of Christ	Tula Luellen-Rep.	Millie Hohmann-Dem.
#240, 253 – Fire Training Center	David McMahon-Rep.	Mante Martinez – Dem.
#241, 249 – Concho Valley Council Of Governments	Cheryl DeCordova- Rep.	Judith Lewallen-Dem.
#304, 338 – Lakeview Un. Methodist Church	Margaret Ballard-Rep.	Patricia Wagner-Dem.
#305 – West Angelo Ch. Of Christ	Sandra Smith-Rep.	Sylvia Garcia-Dem.
#306 – Paulann Baptist Church	Irma Lynn-Rep.	Emma Hinrichs-Dem.
#307, 327 – Genesis Bapt. Church	Jo Ann Turner-Rep.	Sara Lara – Dem.
#316,317 & 358 – Grape Creek Fire Station	Vona McKerley-Rep.	Cheryl Key-Dem.
#318 – Carlsbad Community Center	Kassandra Minton-Rep.	Denise Copeland-Dem.
#319, 350, 352 – Heights So. Baptist Church	David Duncan -Rep.	Geneva Nelson-Dem.
#348 – Quail Valley Baptist Church	Charles Geller-Rep.	Carrie Geller-Dem.
#351 – Beacon Baptist Church	Marty Beauchamp-Rep.	Stanley Wood-Dem.

#401 – First Christian Ch.	Sid Clemmer - Rep.	Margo Dierschke-Dem.
#402, 432 – St. Luke's Methodist Church	Ted Lawler-Rep.	Peggy Johnson-Dem.
#421 – Southland Fire Station	Bill Johnson-Rep.	Bobby Johnson-Dem.
#422 - Christoval Comm. Center	Tom Smith-Rep.	Patty Montalvo-Dem.
#423 - Knickerbocker Comm. Center	Arllele Brininstool-Rep.	Lewis Barton-Dem.
#429, 442 – Calvary Luth.	Jess Whitman-Rep.	Domingo Seden- Dem.
#433 – Baptist Temple	James Baker-Rep.	Jim Jones-Dem.
#434, 435 – Angelo Civic Theatre	Deborah Palmer-Rep.	Ivey Mossell – Dem.
#436 – MHMR Services	Terry Smith-Rep.	John H. Talley-Dem.
#459 – Rio Concho Patio Homes, Rec. Room	Ervin Young, Jr.-Rep.	Mary Jo Thomson-Dem.

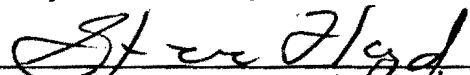
It is hereby directed that this order be filed with the clerk of this court and that a copy be provided to the custodian of the election records for said county. The Elections Administrator is hereby instructed to send notice of appointment to each election judge of their appointment for a one year term beginning August 1, 2005 and ending July 31, 2006 as stated in accordance with Tex. Elec. Code. Ann. Subsection 32.009, (Vernon, 1986).
Signed this 12 day of July, 2005.


County Judge


County Commissioner, Precinct 2


County Commissioner, Precinct 4

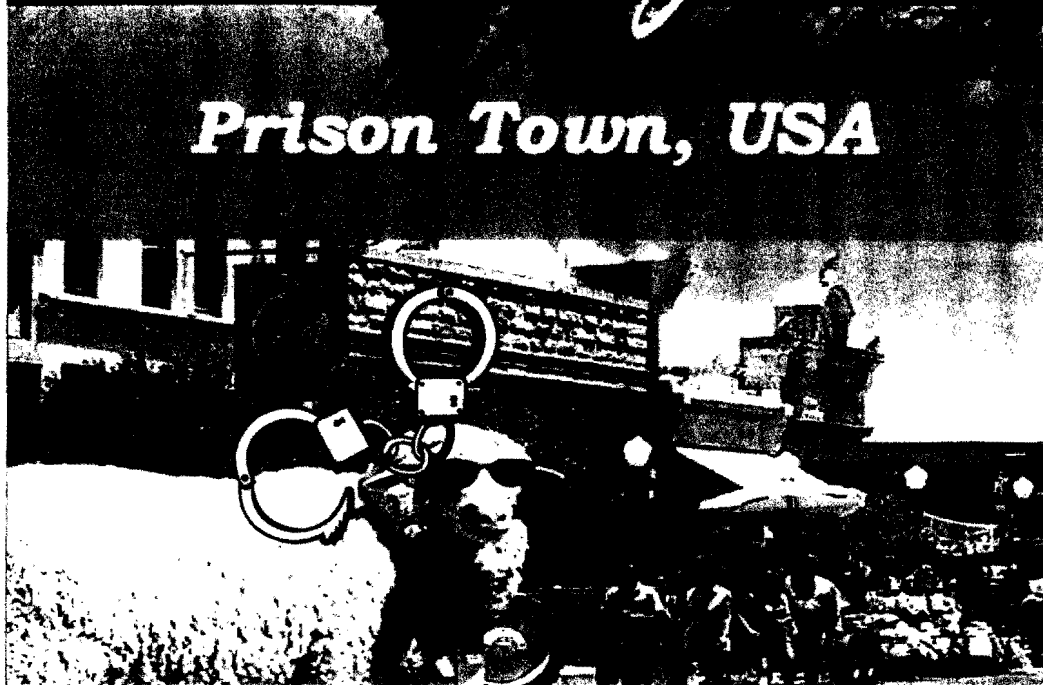

County Commissioner, Precinct 1


County Commissioner, Precinct 3

Home of Historic Concho Avenue

San Angelo

Prison Town, USA



Mission Statement - Our purpose is to oppose any prison(s) to be built in San Angelo or within a 10 mile radius of the city limits of San Angelo, to seek and share advice from other city and county officials where prisons have been built; and by organizing a petition drive, we voice our protest of this matter to the officials whom we have elected.

Prison Comparisons

(Bobbie Bolander)

How does the faith based program for CCI's proposed prison compare with the Chuck Colson's InnerChange Freedom Initiative Christian prison program at the Carol Vance Unit near Houston?

I personally toured the unit with administrators, and a prisoner presented the program to me. Allow me to make some comparisons:

The Chuck Colson InnerChange Freedom Initiative program is a 24 hour, 7 day a week Christian prison program with prisoners screened by the Texas Department of Corrections. Groups of 40-60 prisoners arrive and proceed through the entire curriculum as one group. Their schedule includes 7-12 hours daily of living skills classes, school work to attain a GED and leadership training classes with daily evening classes including personal faith, mentoring, substance abuse, family series and community Bible study. Their literature stresses it to be "A place to discover the transforming love of Jesus Christ." I have xeroxed a handout of their daily schedule for you.

If CCI bases its faith-based program after Florida's faith-based Lawtey prison, which was aired on local TV June 30, prison officials say 26 different religions are represented, including Christianity, Judaism, Islam, Buddhism, Wicca, Native American spirituality and some atheists.

How is CCI going to address the diversity of religious viewpoints?

If CCI's faith-based program is bringing God to these prisoners, how much time will be devoted to religious study and life skills versus working for a corporation that is outsourcing its labor to inmates?

The Carol Vance Unit with three other units were built several miles from the town of Richmond on 1238 acres.

Your steering committee has proposed to place the proposed prison with four mammoth prison buildings on 150-200 acres within a mile of the city limits and in close proximity of two existing neighborhoods.

How can one compare apples with oranges?

Economic Impact

(Weldon Hampton)

According to private prison economic impact studies, there is (quote) "no evidence that prison expansion has stimulated economic growth." What's more, they provide evidence that in slow-growing counties, new prisons do more harm to the economy than good. I have xeroxed a handout of the conclusion of one study for your review.

Jobs: You speak of new jobs. The estimate of new jobs is being publicized at 153 jobs. However, industry companies located within the prison will hold "40" of those jobs, leaving an actual total of 113 new jobs. Only 30% (or 34) of those 113 new jobs will be sourced locally. Will these local jobs be "service" or "professional" positions? Are these 34 jobs worth the county's risks?

Many of our local contractors are thinking they will have a chance to bid jobs. However, CCI has contracted with Abrams Construction Co. of Atlanta, Georgia, to construct the facilities.

Regarding the work program inside the prison - how many jobs will be lost locally and in neighboring towns because of the cheap labor provided by the prisoners?

Will our court system be affected? Yes. Because the prison is a private business operating on county property, any crimes committed inside the prison fall within the jurisdiction of the Tom Green County court. Prisoners file a lot of lawsuits, and these lawsuits will likely go through the local court system. Some towns report their court caseload increased 50% to 100% after building a prison.

Will our property taxes increase? Yes, very likely. County officials will tell you that bonds are paying for the prison and that taxes will not go up--and that's true, with respect to prison construction and operation. But, possibly the city and the county will have increased costs in law enforcement, the courts, and the schools; and the county could have increased hospital costs. Increased costs to the city and county will translate into increased taxes in the future. Remember, these services are usually paid for with property taxes--but the prison, which adds over 600 people to our population, pays no property tax. You can't add a 600-person burden to our municipality without someone paying for it.

Will the prison built on either of the present sites affect the future of Goodfellow Base?

According to the May issue of "Incs Magazine", San Angelo has the distinction of being #25 on the top 100 list of best places to do business in the United States. How will the location of this prison almost within the city limits and in close proximity to the Industrial Park affect new businesses contemplating relocating?

The Issue of Privatization of Prisons (Martha Howell)

As you will hear from all of us today, we are not opposed to the concept of improving the spiritual lives of inmates, nor opposed to decreasing recidivism rates. Our concern, as citizens and voters of Tom Green County, is the appropriateness of an incarceration facility in our home town when other *proven* means to the same end exist.

I want to address the moral issues of private prisons, whether for profit or not for profit. My comments are drawn from an article from Cornell University that can be found on the Internet (<http://government.ece.cornell.edu/doc/html/PrisonsPrivatization.htm>). I have included the text for you in the package, as it cites many useful references to back up the conclusions.

The main issues surrounding the outsourcing of incarceration are Efficiency and Quality; and the effect on Public Values including safety, justice, rehabilitation, and legitimacy.

Regarding Efficiency, proponents of private prisons have produced numerous studies pointing to reduced per diem costs to states over state run facilities. Opponents point to the same studies pointing out failure to include higher overhead costs such as contract negotiation, contract management, and above-the-ordinary health care and legal costs. In 1996 the US General Accounting Office found there was no evidence of efficiency gains from privatization. As to boosts to the local economy, a study in 2002 found little evidence that the prisons caused economic growth.

In the area of Public Values, a 2001 study on safety found there were as many as 50% more violent incidents in private prisons, and a 1998 study found that government run facilities have fewer escapes, less substance abuse, and greater recreational and rehabilitation measures in place than similar private institutions.

Also in the area of Public Values, the justice of a private system that relies on income per day per prisoner is questionable. The corrections industry heavily funds lobby groups that have supported stiffer sentences. Is the purpose of our justice system to form a pool of cheap labor, or to rehabilitate criminals?

While the public motive for the proposed CCI facility is rehabilitation, at it's core is a work environment where unnamed companies will exploit prison labor. Profiteering from the incarceration of human beings is a corruption of justice.

Safety

(Loretta Burgess)

Definition from Webster:

- Safety 1) freedom from danger or hazard.
2) exemption and preservation from hurt, injury or loss

In the presentations we have heard about the proposed prison, we have been told it would be minimum security or perhaps medium security prisoners. Would one of you please define exactly what that means in regards to the type of crimes involved?

The reason I ask is because of the following example:

In 1996, a minimum security CCA prison in Houston, originally designed for illegal aliens, decided to fill beds by importing from another state 240 sex offenders, some of them rapists. In August of that year, two of the sex offenders beat up a CCA officer, stole his car, and escaped. Texas officials were outraged. They had no idea before the escape that violent criminals from another state were being housed in the minimum-security facility. The escapees were recaptured. But they could not be prosecuted because Texas had no law in place for private-prison breakouts. ([Http://www.flpa.org/private/texas.htm](http://www.flpa.org/private/texas.htm) and www.doc.state.nc.us/news/1996/96news/ESCAPES2.HTM).

Can any of you tell us if this law concerning private prisoners has been changed? If not, who can we ask to find out? Also, can you guarantee, on record, that more violent offenders will not be brought in at a later date just to fill beds?

Enclosed is a handout of interest concerning private prisons in Texas. I ask you today, as elected officials, that you do not bring a facility such as these to be a part of our community.

Thank you for your time.

Water

(Diane McWilliams)

The county of LaSalle built a prison 500 feet outside its city limits of Encinal, Texas, and it has depleted their water supply to the point that it is even difficult to get a permit for a new home.

A city official of Bronte, Texas, stated the biggest problem they have entailed with respect to their prison is the lack of water supply.

Each prisoner will use an estimated 100-115 gallons of water per day. That amounts to a total phase 4 consumption of 259,670 gallons per day.

Will the city's existing water and sewer systems handle the needs of 600 to 2200 inmates? Will the citizens have to bear increases in rates due to expansion of facilities?

You know, water is the source of life! Shouldn't additional sources of water for San Angelo be considered before committing to any venture requiring as much water usage as this prison will require?

There are many good people out there embracing this prison proposal on purely ideological grounds. It is important to realize that most who oppose it are not opposed to helping prisoners find their way to a better path, nor do they deny that what offenders might need most is God. What we oppose is the way this is being done, with complete disregard for citizens with homes in the neighborhoods and small rural pockets around the proposed sites on Highways 67 and 380. Structurally, this facility will be as imposing as a Nascar racetrack, and there are safety risks to consider. We are opposed to the facility itself any where near the city limits or near rural habitations, as we are also skeptical about the corporation pushing this agenda. Both instinct and reason suggest that the reputation of CCI is questionable. They have no experience, and many other Texas towns have turned down their proposal.

What industries will employ these prisoners? Will any of them be local? Upon release, will the prisoners be guaranteed a job with the companies they labored for while under incarceration? If not, is the work program really serving its said purpose or is it just an opportunity for corporate interests to acquire more cheap labor, while helping to drive down the value of domestic wages? Why are we so eager to commence a project of this scope with these and so many other unanswered questions?

This facility could be built in other locations without imposing upon law abiding citizens. Have those other proposed sites been so quickly rejected simply because the city wants to sell CCI the land and gain the potential revenue by selling the prison our water? The moment this sort of pragmatic reasoning is applied and a desire for public good becomes intertwined with a desire for profit, judgment becomes inevitably compromised.

And a dangerous form of deception is employed in any attempt to create a religious coalition for this prison. This is not a matter of being for or against Christian principles. It is a matter of looking out for the interests of our community and the people in it. It is also an opportunity to assess whether we value corporate interests over the interests of individuals. In my opinion, to build this prison in the vicinity of homes and businesses is just one step away from acting on the recent, and unconstitutional, Supreme Court ruling, which has granted municipalities the right to force people off their property so that it can in turn be given to more powerful private entities. I wonder if many here today would truly be in favor of this prison being built in their neighborhood....

Summation

(Lonnie Vines)

I WOULD LIKE TO THANK THE COURT FOR HEARING THE CONCERNS OF OUR CITIZENS. HOWEVER, THERE IS A QUESTION AS TO WHY THE STATE OF TEXAS WILL NOT COMMIT PRISONERS TO THIS PROPOSED PRISON.

Mr. Robinson's answer to this question as published in the Ft. Worth Star Telegram on May 3, 2005,

"He said, state prison officials rejected his plan because it would reduce the number of repeat offenders and lessen the need for more money to add prison cells. There's no reason they can't do it; they just don't want to do it, because it's going to cut off a huge stream of incoming inmates."

If this is the reason, then why does the state send prisoners to the Carol Vance Facility that has a very successful "faith-based" program or to the Lockhart Facility that has work programs in place? What is the REAL reason that the State of Texas has not committed any prisoners to Mr. Robinson in 20 years?? Why would another state commit prisoners, when Texas will not? Why would any state contract prisoners to a facility that is not in operation, to a corporation that has no experience in overseeing such a facility, when there are many established correctional facilities seeking prisoners to fill their beds? If it is difficult to get commitments now, will it not be an ongoing problem for the county in the future?

Does the RFP show commitments from businesses? If so, what type of businesses? Where are they relocating from? There are many questions about this work concept. While some call it rehabilitation or training for future employment, others call it slave labor. Ask anyone if prisoners should work to help pay for their expenses, the answer would be "yes". Ask if they would like for the prison industry to take their jobs or the jobs of their children, you would get a different answer. However, that is exactly what this work program does—takes jobs from law abiding citizens and gives them to the incarcerated.

Is this proposed habilitation facility the best industry that Tom Green County can offer its citizens? We think not and hope you will agree.

SOURCE MATERIALS SUPPORTING FACTS STATED

BY

CONCERNED CITIZENS FOR INTEGRITY


VOL. **81** PG. **800**

SOURCE MATERIALS SUPPORTING FACTS

Re: PRISON COMPARISONS

CONCERNED CITIZENS FOR INTEGRITY

VOL. 81 PG. 801



**The InnerChange
Freedom
Initiative™**

Texas

Carol S. Vance Unit
 Richmond, Texas 77469
Phone 281-277-8707
Fax 281-277-8701
email Texas@ifiprison.org
www.ifiprison.org

The Carol Vance Unit is a high-custody minimum unit located southwest of Houston near Sugar Land. The program has a capacity of 250 inmate members who freely associate with general-population inmates but are housed separately from them. Members work in community programs the last six months before they discharge or parole their sentences.

Volunteers must participate in a minimum of eight hours of facility and IFI training prior to working on the unit. Monthly training classes accommodate meeting this requirement.

Upon successfully completing the in-care portion of the program, members are placed in aftercare, where they receive help in securing a home, selecting a home church, finding employment, and establishing a relationship with a volunteer Christian mentor. After six months of successful reintegration, they may be recommended for graduation from IFI.

Please prayerfully consider assisting your church in its ministry to offenders, victims of crime, and families by contacting IFI today,

Texas

IFI Daily Schedule

Schedule will vary state by state.

5:00 A.M.	Count
5:30	Breakfast
6:00	Morning Devotions
7:00	School, Work, or Daily Living Skills Class
10:30	Lunch
11:00	Leadership Training
12:00 P.M.	School, Work, or Daily Living Skills Class
3:00	Community Meeting
4:30	Dinner/Personal Time
7:00	Evening Classes
9:00	Study Period
11:00	Lights Out

Evening classes are facilitated by volunteers

- * Community Bible Study
- * Search for Significance
- * Alpha Series/Marriage & Family
- * Substance Abuse
- * Experiencing God
- * Heart of the Problem
- * Sycamore Tree (Victim Awareness)
- * Mentoring
- * Preparing for Re-Entry

Members in IFI do not have access to personal TVs.

Smoking and the use of tobacco is prohibited.

Members must volunteer to participate in IFI.

SOURCE MATERIALS SUPPORTING FACTS

Re: ECONOMIC IMPACT

CONCERNED CITIZENS FOR INTEGRITY

VOL. 81 PG. 803

The Prison Industry: Carceral Expansion and Employment in U.S. Counties, 1969–1994*

Gregory Hooks, *Washington State University*

Clayton Mosher, *Washington State University*

Thomas Rotolo, *Washington State University*

Linda Lobao, *Ohio State University*

Objectives. Despite the interest that social scientists have displayed in the rising rate of incarceration, little attention has been devoted to understanding its consequences for local areas. This is an important omission because prison construction has become a component of state and local economic development schemes. Indeed, there is a widespread belief that prison construction provides significant economic benefits to local areas. *Methods.* We analyze data on all existing and new prisons in the United States since 1960 and examine the impact of these prisons on the pace of growth (as measured by public, private, and total employment growth) in U.S. counties from 1969 to 1994. To our knowledge, our study is the first comprehensive and longitudinal assessment of the impact of prison construction on local areas. *Results.* We find no evidence that prison expansion has stimulated economic growth. In fact, we provide evidence that prison construction has impeded economic growth in rural counties that have been growing at a slow pace. *Conclusion.* Despite sharp ideological and intellectual differences, the critics and the advocates of the prison construction boom share the assumption that prisons can contribute to local growth, especially in hard-pressed local areas. This belief flies in the face of mounting evidence that state and local initiatives rarely have a significant impact on growth; this belief is also contradicted by our analyses.

Director Gomez [Director of the California Department of Corrections] agrees that prisons are like military bases, a steady source of income and employment.

Neumann (2000)

*Direct correspondence to Gregory Hooks, Department of Sociology, Washington State University, Pullman, WA 99164-4020 (ghooks@wsu.edu). The four named authors will share all data and coding information with those wishing to replicate the study. This article is based on a paper presented at the Annual Meeting of the American Sociological Association, August 2000, Washington, DC. We thank Don Dillman, Don Sherman Grant, Ruthie Gilmore, and anonymous *Social Science Quarterly* reviewers for advice and criticism. We are also indebted to Scott Akins and Chad Smith for assistance in data collection and management.

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Conclusion

Ironically, despite sharp ideological and intellectual differences, the critics and the advocates of the prison-construction boom share the assumption that prisons have contributed to local growth, especially in hard-pressed local areas. For advocates, this claim justifies prison-building campaigns, including expensive lobbying efforts to woo the legislators and bureaucrats who control prison construction. For critics, highlighting economic motives helps to delegitimize runaway prison construction. Regardless of the ideology and political aims, claims that prison construction accelerates local economic development fly in the face of mounting evidence that state and local initiatives rarely impact growth; and these claims are contradicted by our analyses.

Although there is evidence that some state and local economic development programs have been effective (Bartik, 1991), it is not surprising that prisons fail to spur employment growth. From sports stadiums to tax-abatement schemes, the evidence of economic growth has been mixed at best (Dewar, 1998; Wolman and Spitzely, 1996). Moreover, several studies have documented that the closure of military bases has not been the disaster that many had feared. In fact, in a number of instances, the closure of a military base ushered in an era of faster growth (Bradshaw, 1999; Hill and Raffel, 1993). As such, the failure of prisons to spur growth is consistent with the expectations of economic development specialists. Still it is surprising to find that prison construction and expansion impedes growth. Future research might examine in greater detail the negative relationship between prison construction and economic growth.

If prisons impede economic growth in rural counties, we believe the most plausible explanation centers on prison building crowding out alternative economic activity (opportunity costs). With communities competing to attract prisons, corrections bureaucracies are shifting infrastructure costs to local governments. Communities are being forced to supply prisons with "electrical services, roads, and the other things to construct and operate a facility" (Lynn Phillips, Assistant Secretary for Construction, North Carolina Department of Corrections, in Gaseau, 1999). Under these pressures, rural counties desperate for jobs are diverting large portions of limited infrastructure budgets to support a correctional facility and adapting a limited infrastructure to the needs of a (new or existing) prison. As a result, the infrastructure may be ill suited for other potential employers, and local governments have few funds left for other investments in the local infrastructure. There is a widespread belief that prisons spur local growth—a belief that is reinforced by newspaper articles and political leaders. Although social scientists have been skeptical of this belief, there are few empirical studies of the consequences of carceral expansion. We hope that our surprising finding that prisons impede growth in rural counties that were already growing slowly will spark additional studies of the local consequences of this prison boom.

SOURCE MATERIALS SUPPORTING FACTS

Re: THE ISSUE OF PRIVATIZATION OF PRISONS

CONCERNED CITIZENS FOR INTEGRITY

VOL 81 PG. 806

Prisons, Privatization, And Public Values

Stephen McFarland
Chris McGowan
Tom O'Toole

Presented to Prof. Mildred Warner
Privatization and Devolution CRP 612
December 2002

[View PDF version](#)

- [Introduction to Prison Privatization](#)
- [Evolution and Scope of the Private Prison Industry](#)
- [Efficiency and Quality Questions](#)
 - [Proponents of Privatization](#)
 - [Opponents of Privatization](#)
- [Public Values](#)
 - [Safety](#)
 - [Justice](#)
 - [Rehabilitation](#)
 - [Legitimacy](#)
 - [Shifting Public Values](#)
- [References](#)

Introduction to Prison Privatization

The movement towards the privatization of corrections in the United States is a result of the convergence of two factors: the unprecedented growth of the US prison population since 1970 and the emergence out of the Reagan era of a political environment favorable to free-market solutions. Since the first private prison facility was opened in 1984, the industry has grown rapidly; gross revenues exceeded \$1 billion in 1997. This paper will examine the industry's growth in the US in recent decades, and its current scope. The evidence for and against claims that private prisons can realize gains in efficiency will be weighed, and implications of privatization for other public values including safety, justice, and legitimacy will be examined.

The Evolution and Scope of the Private Prison Industry

The birth of the contemporary American private prison industry may be traced to 1984, when the United States Immigration and Naturalization Service became the first federal agency to contract for private correctional services, with the Corrections Corporation of America. This initial movement toward the federal privatization of corrections was quickly followed by contracts for outsourcing developed by the US Marshals Service and the US Bureau of Prisons in 1986. The first county-level private prison contract was signed in 1984, between Hamilton County, Tennessee and the Corrections Corporation of America. Shortly thereafter, in 1985, the first state-level contract was signed, between the Commonwealth of Kentucky and the United States Corrections Corporation (NCPA 1995).

In 1987, approximately 3,122 inmates out of 3.5 million inmates were confined in private corrections facilities in the United States. By 2001, the total United States inmate population had swelled to a staggering 6.5 million inmates—123,000 of whom were confined in private facilities. This 4,000% increase in the number of prison beds in private

hands was fed by the concomitant 90% growth in total inmate populations in the United States as a whole. (BOJS, 2001). Currently, over 32 states and Puerto Rico have formed contacts with corrections corporations. Figure 1, below, illustrates the inmate capacity of private prisons by state as of 1999 (Thomas, 2002).

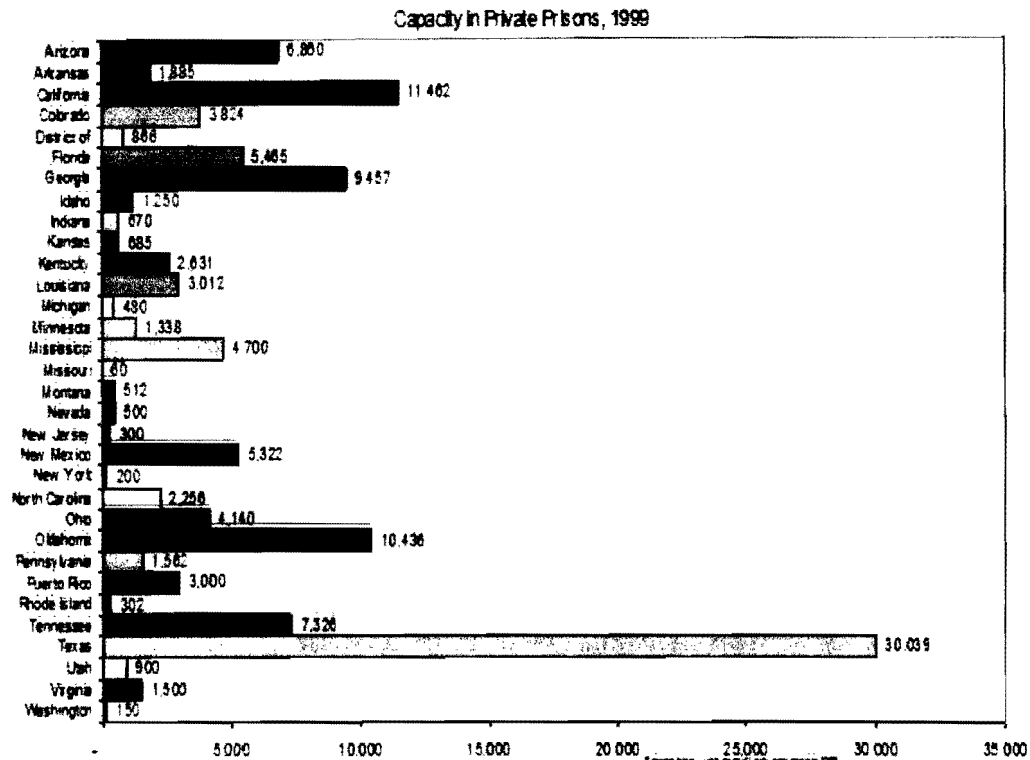


Figure 1

As the above chart shows, per 1999 estimates, Texas, California and Oklahoma exhibit the largest inmate populations incarcerated in private facilities, with populations of 30,000; 11,000; and 10,000 inmates, respectively (Thomas 1999).

Although Texas holds the highest number of our nation's private prison beds, the proportion of inmates in private facilities to the total Texas inmate population is only 10.1 percent. New Mexico outsources the largest proportion of its inmate population to private corporations (43.8 percent), followed by Alaska (31.7 percent), Montana (32.7 percent), Wyoming (28.3 percent), Hawaii 22.9 percent), Wisconsin (16 percent), Mississippi (16.9 percent), and Tennessee (15.5 percent) (Fig. 2-ok DOC, 2002).

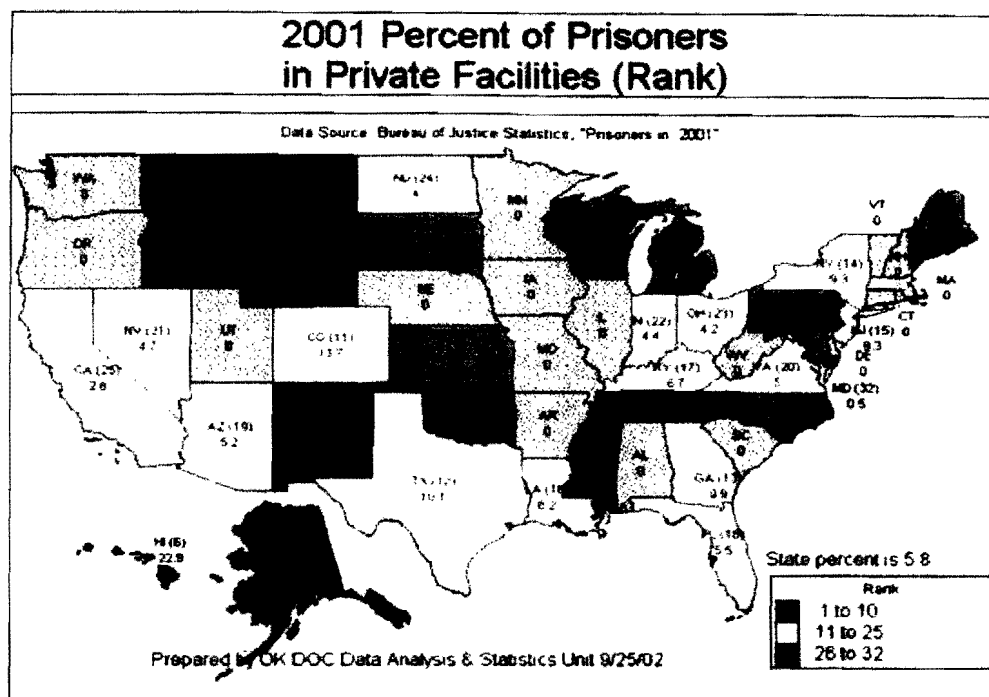


Figure 2

The financing of private corrections facilities varies from state to state, and, concurrently, from facility to facility. The per diem rate formed through a contract in Oklahoma, for example, may be substantially different from that formed in Tennessee. In general, however, there are two broad methods of financing the capital costs incurred through the construction of private corrections facilities – either the corporation undertakes the construction of the private corrections facility without public assistance and rents its services to a contracting jurisdiction, or the jurisdiction issues bonds to finance facility development. When bonding occurs, the private corporation normally administers the prison for an established period of time, after which control is diverted back to the contracting jurisdiction (Leonard, 1990: 71-76).

Operational costs of private corrections facilities vary depending upon both the type of facility and programs offered to assist in incarceration or rehabilitation. A facility's security classification has the greatest impact on its operating cost. In Oklahoma, the average rate for a medium security facility is forty-eight dollars per prisoner per day. This rate is subject to change with each subsequent contract negotiation. Indeed, in 2002 New Mexico was able to renegotiate the contracted per diem rate for one of its maximum security facilities from ninety-three dollars to sixty-five dollars. Rates can also be adjusted upward; corrections companies operating in Oklahoma have realized a forty cent (\$0.40) increase in their per diem rates as a material incentive for the provision of drug and alcohol rehabilitation programs (OK, DOC, 2002).

In 1999 there were 14 private prison corporations operating in the United States, with a total capacity of 122,871. The two largest, Corrections Corporation of America and Wackenhut Corrections Corporation, operated 55.6% and 21.73% of the total market share, respectively. Table 1 (below) lists the largest private prison firms operating in the United States, with their total capacity and market share, as of 1999 (Thomas, Charles, 1999 Census).

Table 1: Firms Operating in the United States in 1999		
Management Firm	Capacity of Facilities Under Contract in United States	Market Share of United States Contracts
Alternative Programs, Inc.	340	0.3%

Avalon Correctional Services, Inc.	350	0.3%
The Bobby Ross Group	464	0.4%
CiviGenics, Inc.	2,791	2.3%
Cornell Corrections, Inc.	7,138	5.8%
Correctional Services Corporation	6,517	5.3%
Correctional Systems, Inc.	272	0.2%
Corrections Corporation of America	68,256	55.6%
The GRW Corporation	362	0.3%
Management & Training Corporation	9,177	7.5%
Maranatha Production Company	500	0.4%
Wackenhut Corrections Corporation	26,704	21.7%
Totals	122,871	100%

Private Prisons, the Efficiency and Quality Questions:

Most arguments for the privatization of prisons revolve around one issue: efficiency. The purpose of privatization of any government undertaking is to improve the quality of the service provided without increasing the costs, or to decrease the costs without decreasing the quality of service. It is mainly on the strength of claims to efficiency that prison privatization expands in scope.

Proponents believe that private prisons not only costs the taxpayer less, but also require the state-run agencies to operate more efficiently themselves. When private companies are allowed to enter into the market for prisons, they argue, state run facilities are forced to operate more efficiently or risk losing their funding. Those who oppose prison privatization point to studies claiming that the superior efficiency of private facilities has not been conclusively demonstrated (GAO, 1996). Few available studies account for both cost and quality, making conclusive judgment about efficiency impossible. Insofar as savings are realized, they argue, it is through making dangerous cuts in labor costs (Greene, 2001). Further, they say, studies comparing costs have not thoroughly accounted for overhead costs and costs of negotiating contracts, thus underestimating the cost of private facilities as compared to public ones.

Whenever a public service becomes privatized a question arises as to whether or not the service quality will be affected, either positively or negatively. But within the realm of prisons though there is a dispute which has arisen over what quality of service actually means. Some argue that the purpose of a correctional facility is to rehabilitate the offender, so upon release s/he can reenter society and become a productive member. Others believe that the purpose of prisons is to lock away those who commit crimes, so that they are not free to commit additional crimes in society. In this view, prisons are meant to be a deterrent, to help persuade people from committing the crimes. Generally speaking, there are three main types of issues when looking at quality.

- Security of the institution; number of escapes, number of deaths, etc
- Rehabilitation efforts; Drug Rehabilitation, Education, etc.
- Quality of life; medical treatment, food, recreational services, etc.

Privatization Proponents

A study of the quality of prisons in New Mexico showed that private facilities had a higher quality of service in all but

<http://government.cce.cornell.edu/doc/html/PrisonsPrivatization.htm>

07/11/2005

one category, "care", as figure 3 (Montague, Erik; August 2001) below shows.

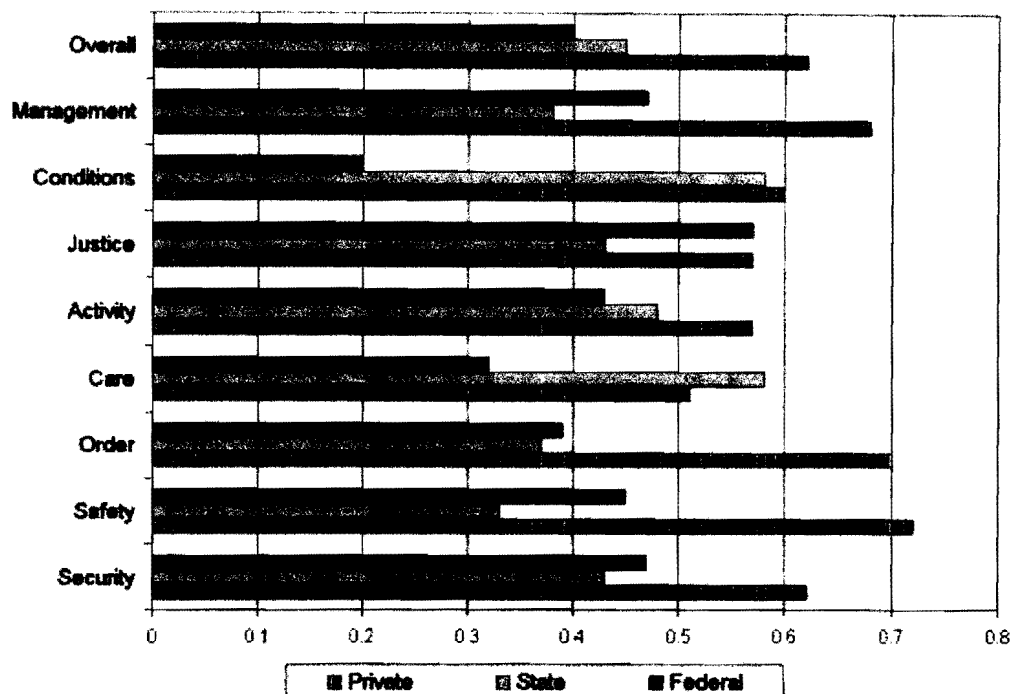


Figure 3

The study was based on a Bureau of Prisons survey and included both prisoners and correctional staff in the respondents. When comparing federal, state and private facilities within New Mexico, the private prisons were more highly rated by respondents in almost every category. Doubts regarding the quality of the facilities are not supported by this analysis.

Proponents of privatization argue that private prisons, through innovative design and management, and by realizing economies of scale, can lower the overall costs of incarceration:

- Studies in both 1997 and 2000 by the State of Arizona of costs associated with both public and private prisons found evidence of cost savings:
 - The 1997 Study found average costs per inmate per day in government prison was \$43.08, as compared to \$35.90 in the private prison, estimated savings of 17% (Thomas, 1997)
 - The 2000 Study found average costs per inmate per day in government prisons was \$46.72 in 1998 and \$45.85 in 1999, as compared with the average costs of \$40.36 in 1998 and \$40.88 in private facilities, estimated savings, of 13.6% in 1998, and over 10% in 1999. (Dept. of Corrections, Arizona, October 2000)
- Corrections Corporation of America claims that between 1994 and 1998, the states that contracted with them for prison facilities saved a total of \$248 Million in costs. (www.correctionscorp.com)
- 1996, Louisiana conducted a survey of the costs of three identically built prisons, one run by the state and the other two by private corporations. The study found that the average per diem rate of the state facility was \$26.76 while the average cost for the private facilities were \$22.96 and \$23.51, savings of 14 to 16 percent. (Reason Policy Institute, Pg. 4)

Opponents of Privatization:

Critics of privatization claim that there are no true efficiency gains from privatization, arguing that comparative studies of efficiency often ignore a number of key factors, by looking only at the operational costs (per diem rates). In 1996 the US General Accounting Office brought into question a number of the key assumptions that the proponents of privatization claim. Ultimately, the GAO found that there was no evidence conclusively demonstrating efficiency gains from privatization (GAO Reports, GAO/GGD-96-158). The GAO pointed out flaws in many of the studies touting efficiency gains from prison privatization. They found virtually no reliable multi-year studies. Those that they did find suffered from flaws including: failinure to compare similar institutions, failure to account for both cost and quality, or lack of a nuanced account of hidden costs.

The cost of contract negotiation is an example of a cost that is often overlooked. The process of gathering proposals from corporations, analyzing them, and determining who is awarded the contract is an expense that is usually ignored. This is an additional cost that the state must endure in determining whether or not to contract out the service. Another cost that can raise the operation costs of any given contract is excessive health care costs. When a contract is negotiated between a state and a private corporation for the costs of a correctional facility, generally a negotiated health care rate is established, and anything above this amount must be covered by the state. While the rates negotiated will cover a majority of the health care needs of an inmate, in cases of severe disease this is not usually the case, and the additional costs must be borne by the state, which is ultimately responsible for the health of the prison population.

Another possible explanation for the appearance of efficiency gains is the shift in tax burden to local municipalities. In years past, the mentality of "Not In My Back Yard" (NIMBY) arose whenever a new prison facility was to be built. Then, as areas began to see that there were possible economic gains by the placement of a prison near an economically impoverished town, the mentality began to change. Rural towns began to see prisons as a stable economic source for the area, and municipalities began to offer economic development funds to private prison corporations for the construction of new facilities within their jurisdiction.

Table 2: Subsidies Given to Corporations (Jail Breaks, 2002)

Operating Company	# of Facilities in Study	% Of Facilities with Subsidies	Total Value of Construction Bonds (in millions)	Total # of Subsidies Found
Corrections Corporation of America	37	78%	\$406.4	41
Wackenhut Corrections	16	69%	\$165.5	21
Cornell Companies	2	50%	\$0.0	1
Five Others	5	60%	\$56.6	4
Total	60	73%	\$628.6	67

What is often overlooked is that there is no clear evidence of prisons being a strong source of economic growth. As in the case of military bases, while the creation of a new prison, or the loss of a former older facility may make people believe that excess economic growth will occur, there is little evidence supporting these statements. (Hooks, Gregory; 2002).

Public Values

Efficiency aside, prison privatization presents some serious dilemmas regarding public values such as safety, justice, rehabilitation, and legitimacy.

- Safety: Do private prisons pose a threat to the safety of prisoners, prison workers, or the general public?

- Justice: Are the mechanisms of private prisons liable to distort sentencing?
- Rehabilitation: Can the profit motive be reconciled with the need to prepare inmates for productive lives after prison?
- Legitimacy: Is incarceration an inherently governmental function? Is it right that profits be reaped from human imprisonment?

Safety

Opponents of private prisons argue that their incentive to cut costs to maximize profits presents a threat to the safety of prisoners, prison staff, and the public at large. They argue that private prisons tend to have fewer guards with less experience, which results in an increased rate of violent incidents behind bars. One study found violent incidents to be as much as 50% more frequent in private prisons (Greene, 2001). Also, private prisons may pose an increased risk of prisoner escape; a study cited by the Reason Public Policy Institute, no foe of privatization, found that government-run prisons have fewer escapes, less substance abuse and greater recreational and rehabilitation measures in place (Moore, Adrian 1998).

Further, some critics of privatization claim that the relative ease with which private industry can construct new prison cells leads to an over-reliance by government on incarceration at the expense of preventive social programs— programs which, they argue, are more effective in preventing violence (Logan, 2002, Currie 1998). A study by Grassroots Leadership found that discretionary funds in the state of Mississippi were being routed from education to private prisons (www.grassrootsleadership.org).

Industry supporters, on the other hand, argue that through innovation in prison design and operation, private prisons are made safer than public facilities. Proponents argue that the profit motive creates incentives for safety, as violent disturbances in facilities leads to greater costs in the long run (Lissner et al, 1998). A safe prison, they argue, is a profitable prison.

Justice

Those who oppose prison privatization make the case that the industry has the incentive and the wherewithal to extend the amount of time convicts will remain in prison, and that this presents a threat to justice. The industry, they say, can extend sentences in two ways. First, it has thrown its influence, through lobbying and campaign contributions, behind “tougher” laws such as “three strikes”, mandatory minimum sentencing, and “truth in sentencing” that increase the duration of sentences. The conservative American Legislative Exchange Council (ALEC) has been extremely active in advocating truth-in-sentencing and three strikes policies throughout the United States. This organization is heavily funded by the corrections industry, and indeed ALEC's Criminal Justice Task Force is co-chaired by Brad Wiggins, a former director of business development for the Corrections Corporation of America (Bender, 2000). The strength of these kinds of political influence, opponents fear, will only increase as the industry grows. As one observer notes, corrections corporations have “paid handsomely to play the public policy game, and will likely do so again”(O’Connell, 2002).

The second way opponents of privatization worry that private firms will distort the administration of justice is by exerting undue influence on parole hearings. Opponents argue that since prison firms are generally paid per prisoner per day, they have an incentive to extend inmate stays as long as possible, and so are liable to reduce prisoner’s chances for parole or good time off by exaggerating or fabricating disciplinary infractions (DiIulio, 1990).

Industry supporters point out in response to these concerns that industry campaign contributions are smaller than those made by public sector unions (Moore, 1998). There is no evidence, they say, of private prison officials manipulating parole decisions.

Rehabilitation

The profit motive, opponents of privatization say, distorts the function of prisons towards incapacitation and away from the provision of rehabilitative services that would help prisoners rejoin society productively, and curb recidivism. Corrections firms have no incentive, they say, to provide costly rehabilitative treatment and services. Industry analysts respond that it all depends on the contract. There is much potential for contracts to be structured in ways that provide incentives to firms to provide services such as drug treatment (Lissner, et al, 1998.). Indeed, in Puerto Rico and Australia, pilot programs are being conducted with so called "outcome-based contracting", wherein fees are tied to the impact and measured outcomes of incarceration (Cornell et al, 1998).

Legitimacy

Opponents of privatization argue that it is an illegitimate delegation of government authority to allow private companies to take control of an integral part of the justice system. Proponents of privatization disagree. They make a distinction between the function of the courts and that of the prisons. It is the proper duty of the public sector, they allow, to determine just sentences for violations of the law. But the duty of the prisons, they argue, is merely to carry out the sentence of the courts, and they see no reason why this task ought not be delegated to a private entity. Opponents of privatization claim to the contrary that it is difficult or impossible to distinguish these two functions, given the level of control that prison officials have over the nature (and, potentially, the duration) of an inmate's stay. Prison officials have the prerogative to impose disciplinary measures ranging from revocation of yard privileges to the imposition of solitary confinement, and so have a great deal of control over just how punitive an experience each sentence truly is (DiIulio, 1990).

Shifting Public Values

Champions of the private prison industry justify its continued expansion by pointing to the public will for increased incarceration. Voters have consistently been supportive of harsher sentencing measures that create a demand for more prison beds. And yet there is a growing movement that has come to see increased incarceration in general, and growth of the private prison industry in particular, as a threat to public values. For example, the mission statement of the Grassroots Leadership organization's "Public Safety and Justice Campaign" reads:

For-profit private prisons, jails or detention centers have no place in a democratic society. Profiteering from the incarceration of human beings compromises public safety and corrupts justice. In the spirit of democracy and accountability, we call for an end to all for-profit incarceration(www.stopprivateprisons.org).

Grassroots Leadership has organized religious, labor, student, and community groups to fight private prisons through media advocacy, education, lobbying of government officials at all levels, and pressuring corporations involved in the private prison industry. For example, Sodexo Marriott, the largest single investor in CCA, divested its holdings in the prison firm in response to pressure on college campuses to cancel food service contracts. (www.grassrootsleadership.org)

Many states, such as Louisiana and New York, in response to pressure from labor unions and other groups, have enacted moratoriums on or banned private corrections facilities, while other states, such as Wisconsin, have enacted statutes that prohibit the construction of private prisons on speculation-- that is, without prior contract (AFSCME, 2002). While the growth of this billion dollar industry seems to have slowed at the level of the state prison, the federal government now seems to be contracting for many of its facilities with private firms (www.grassrootsleadership.org). It remains to be seen whether the efficiency gains promised will be realized, and whether the government can, through innovative contracting, reconcile the dilemmas that prison privatization poses with respect to public values.

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Makes a thorough and compelling quantitative argument that America's incarceration binge is not working to make our streets safer, and points to alternatives to incarceration that can.

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A cogent analysis of the moral and ethical questions raised by prison privatization.

DOC, State of Oklahoma. *Private Prisons*. www.doc.state.ok.us/docs/private_prisons.htm

Contains useful information about private prisons in the state, as well as many good links to articles, studies, charts, and other web-sites.

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This activist organization has devoted itself to organizing labor, religious, and community groups to work together towards abolishing private prisons. The site contains links, press releases, an online newsletter, journalism, and academic studies.

Greene, Judith. *Prison Privatization: Recent Developments in The United States*. A Paper Presented at the International Conference on Penal Abolition: May 12, 2000. http://www.epinet.org/real_media/010111/materials/greene2.pdf

This anti-privatization paper includes troubling anecdotal evidence of abuses of authority in private institutions.

<http://government.cce.cornell.edu/doc/html/PrisonsPrivatization.htm>

Hooks, Gregory; Mosher, Clayton; Totolo, Thomas and Lobao, Linda "The Prison Industry: Carceral Expansion and Employment in U.S. Counties, 1969-1994" DRAFT, September 2002

This is a draft paper currently being considered for publication in the Social Science Quarterly. The draft was provided by Gregory Hooks, and is a collaboration between sociologists at Washington State University and Ohio State University.

Jail Breaks, "Economic Development Subsidies Given to Private Prisons" Good Jobs First, 2002
<http://www.goodjobsfirst.org/jbstudy.htm>

This anti-privatization site looks at the investment by municipalities in prisons as a means of economic development.

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Industry paper makes the case that the corporate profit motive can be reconciled with the demand for rehabilitative treatment of prisoners.

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A thorough and succinct list of the various arguments for and against, without analysis. This pro-privatization site is maintained by Prof. Charles Logan of UConn, and has many links to studies and other sites.

Douglas C. McDonald, ed. *Private Prisons and the Public Interest*. New Brunswick: Rutgers University Press, 1990.

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This survey of studies from this right wing/libertarian think tank concludes that private prisons can save 10-15% in costs without sacrificing quality. Few of the studies the survey examines combine analysis of cost and quality together, so conclusions about efficiency gains are questionable.

Moore, Adrian T and Segal, Geoffrey "Weighting the Watchmen: Evaluating the Costs and Benefits of Outsourcing Correctional Services" Reason Public Policy Institute, January 2002

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This piece of journalism, illustrated with vivid examples, places prison privatization within the political-economic context of the 30-year history of the rise of the 'prison-industrial complex'.

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This pro-privatization site contains some useful information on the number and location of private prisons, as well as links to other sites maintained by private prison supporters. The site's content should be held strongly suspect, as its author, Charles Thomas, was found to be in conflict of interest after accepting a large consulting fee from the Corrections Corporation of America.

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A succinct debate on the merits of prison privatization.

U.S. General Accounting Office, "Private and Public Prison: Studies Comparing Operational Costs and/or Quality of Service," GAO/GGD-96-158, August 1996

This survey of early-1990's research comparing public and private prisons on measures of cost and quality finds no evidence of efficiency gains from privatization that can be generalized, and makes useful recommendations for designing further research studies.

Eric Montague "Private Prisons: A Sensible Solution" Policy Brief, Washington Policy Center August 2001

This policy brief provides an analysis of several states' attempts at prison privatization and provides some strong evidence in support of privatization. The purpose of the policy brief was the privatization of prisons in Washington State.

<http://government.cce.cornell.edu/doc/html/PrisonsPrivatization.htm>

VOL. 81 PG. 816

07/11/2005

SOURCE MATERIALS SUPPORTING FACTS

Re: SAFETY

CONCERNED CITIZENS FOR INTEGRITY

VOL. 81 PG. 817

HIGHLIGHTS OF PRIVATE PRISON SCANDALS IN TEXAS

PREPARED BY MICHELE DEITCH,¹ MARCH 2003

Information updated by Bob Libal,² March 2005

Texas's experience with the privatization of prisons, jails, and detention facilities has been far from an unqualified success. Voluminous evidence suggests that private prisons correlate with decreased security, inadequate staff training and equipment, inadequate protection of prisoners' human rights, degrading prison conditions, and poor employment standards. Newspaper reports are replete with accounts of escapes, abuse of inmates, and financial mismanagement. Every private prison operator has experienced these problems. Following are summaries of some of the most-publicized scandals and the dates they were reported:

- **Ben Reid Community Correctional Facility (Houston, TX) — Cornell**
 - the director of employee training at this halfway house for paroled felons is indicted for intent to distribute drugs (2004)
 - seven employees resign after testing positive for drug use (2004)
- **Bi-State Jail (Texarkansas, TX) — CiviGenics**
 - a former CiviGenics jailer is arrested for violating the civil rights of a female inmate; the jailer is accused of sexual activity with a person in custody (2005)
 - three inmates, including a murder suspect, escape and are loose for 28 hours (2004)
- **Bill Clayton Detention Center (Littlefield, TX) — CSC**
 - two Wyoming inmates escape from the Bill Clayton Detention Center; four people, including two CSC guards, are arrested for helping the inmates escape (2004)
- **Bradshaw State Jail (Henderson, TX) — MTC**
 - an inmate sues an MTC guard for maliciously slamming a door on his fingers causing two fingertips to be severed and showing indifference to the resulting medical condition (2003)

¹ Michele Deitch is an attorney and independent criminal justice policy analyst who has served as General Counsel to the Texas Senate Criminal Justice Committee. She may be reached at (512) 328-8330 or MYDeitch@aol.com. Information provided in this document comes primarily from news stories compiled and maintained by the Florida Police Benevolent Association.

² Bob Libal is an organizer and researcher with Grassroots Leadership Texas in Austin. He may be reached at (512) 482-8835 or blibal@grassrootsleadership.org.

- **Brazoria County Detention Center (Angleton, TX) — CCRI**
 - guards made a training video of themselves beating, stun-gunning, and unleashing dogs on naked prisoners from Missouri; injured inmates were dragged face down back to their cells (1997)
 - hired convicted felons as guards (1997)
 - typical menu was inadequate and inappropriate (1997)
- **Brooks County Detention Center (Fallfurrias, TX) — LCS Corrections**
 - immigrant detainee escapes from Brooks County Detention Center; the resulting manhunt involves over 100 officers from the Brooks County Sheriff's Department, Department of Public Safety, Border Patrol, Texas Department of Criminal Justice, and the local fire department (2004)
- **Coke County Juvenile Justice Center (Bronte, TX) — Wackenhut/Geo Group**
 - several girls were sexually, physically, and mentally abused by Wackenhut employees, including a man with prior conviction for sexual abuse of a child; a lawsuit settled for \$1.5 million (1999)
 - 15-year old female victim of sexual assault by Wackenhut employee committed suicide in wake of lawsuit settlement that allowed company to avoid accepting responsibility (1999)
 - TYC confirmed allegations that some staff members manipulated a "demotion/graduation" system to coerce girls into giving them sexual favors or dancing naked in front of them; some girls were raped or fondled, while others were made to disrobe and shower in the presence of male employees (1995)
- **Cornell Corrections**
 - class action lawsuit filed alleging violations of the Securities Exchange Act, and claiming company issued favorable but false and misleading statements about the Company's business (2002)
 - company had to restate earnings because of an innovative off-the-books transaction that violated the same SEC rules that exposed Enron's partnerships (2002)
- **Corrections Corporation of America**
 - daylong riot in which shotgun-toting guards clashed with 400 boisterous prisoners at a low-security facility and at least 17 people were hurt (Eden Detention Center-1996)
 - two escapes followed by a high-speed car chase (Bartlett State Jail-2000)
 - pulled out of a pre-release prison, citing a disagreement with the local school board over money owed in lieu of taxes (Cleveland Pre-Release Center-1998)
 - 23 inmates and 6 staff contracted *e-coli* due to poor kitchen hygiene (Mineral Wells Pre-Parole Facility-2000)

- **Dickens County Correctional Facility (Spur, TX) — Bobby Ross Group**
 - Montana inmates housed here went hungry and had to wait days for medical care (1997)
 - company does not fully comply with 15 of 22 provisions of the contract with the state of Montana; violations include food service, medical care, security, inmate transfers and disciplinary actions, according to a report by Montana prison officials (1997)
 - one inmate is killed in a brawl, a near-riot had to be halted by gunfire from guards, a warden was fired, and two Montana escapees remain on the loose (1996-97)
- **Frio County Detention Center (Pearsall, TX) — CSC**
 - five federal inmates with ties to the Mexican Mafia escape; it is the fifth escape involving a total of 14 inmates since 1996 at the facility (2004)
 - the U.S. Marshals pull their remaining inmates from the prison citing security concerns (2004)
- **LaSalle County Federal Detention Center (Encinal, TX) — Emerald**
 - speculative jail is built using nearly \$22 million in high-yield revenue bonds issued by county's public facilities corporation; county starts project losing money after in can't fill all 624 beds (2002)
 - backers of the controversial jail sue the top official in LaSalle County claiming he interfered with a \$25 million contract to build the facility (2003)
- **Liberty County Jail (Liberty, TX) — CCA**
 - three prisoners escape after overpowering a guard; two guards are fired for violating jail policy which lead to the escapes (2004)
 - four escapes (1995-99)
- **McLennan County Detention Center (Waco, TX) — CiviGenics**
 - an guard is indicted for having sex with a female inmate (2004)
 - escape of a prisoner who is charged with killing a woman while he was a fugitive and arrest of a guard charged with facilitating the escape (2001)
 - resignations of four top detention center officials (2001-02)
 - an inmate disturbance and fire (2001-02)
 - failed jail inspection (2002)
- **Reeves County Detention Center (Pecos, TX) — Wackenhut/Geo Group**
 - Arizona inmates stage fights and go on hunger strikes in order to be transferred back to Arizona (2004)

- **Tarrant County Community Corrections Facility (Mansfield Boot Camp) (Fort Worth, TX) — CSC**
 - company is ordered to pay \$38 million in death of 18 year-old inmate who died of pneumonia (2004)
 - nurse is convicted of negligent homicide in inmate death (2002)
 - accusations of sexual misconduct by male guards against female inmates plague the camp since its opening in 1992. The facility has also endured accusations of staff shortages and questions of proper medical care. (2001)
 - lawsuits filed about sexual abuse charges; Sen. Chris Harris testifies against company saying it was "cutting corners" because of the "corporate bottom line." (2001)
 - Tarrant County cancelled its contract with CSC (2001)
- **Texas Commission on Jail Standards (Austin, TX)**
 - Commission's deputy director was moonlighting as a consultant for a private company (Bobby Ross Group) that operates jails regulated by the commission, including the Dickens County Facility to which he gave a clean bill of health. Neither he nor the Commission's executive director saw a conflict between the two positions. Gov. Bush fired the deputy director. (1997)
- **Travis County State Jail (Austin, TX) — Wackenhut**
 - 11 former guards and a case manager are indicted on felony charges of sexual assault and improper sexual activity and misdemeanor charges of sexual harassment (1999)
 - TDCJ retakes control of the facility (1999)
- **Willacy County State Jail (Raymondville, TX)—Wackenhut**
 - following an escape, TDCJ learns that electronic sensors on the perimeter fence had not worked since the facility was built, six to eight of the security television monitors were inoperable, and a perimeter patrol officer was sleeping in a car the night of the escape. (2001)
- **Willacy County Federal Detention Center (Raymondville, TX) — MTC**
 - two Willacy County Commissioners resign after being indicted for receiving kickbacks during the construction of the Management and Training Corporation federal prison project (2005)
 - State Senator Eddie Lucio, Jr. suspends his consulting work with three companies, MTC, Corplan, and Aguirre Corp., associated with the prison project (2005)

More details about these and many other incidents as well as cites to the relevant newspaper articles may be found on the website of the Florida Police Benevolent Association at: <http://www.flpba.org/private/texas.htm>

SOURCE MATERIALS SUPPORTING FACTS

Re: SUMMATION

CONCERNED CITIZENS FOR INTEGRITY

VOL. 81 PG. 822

Star-Telegram.com

Posted on Tue, May. 03, 2005

Faith-based prison plan questioned

By Jack Douglas Jr.
Star-Telegram Staff Writer

In the West Texas town of San Angelo, where Conrad Hilton built one of his first luxury hotels in 1929, a controversy is brewing over a different type of lodging, one that would accommodate more than 500 convicts.

Tom Green County commissioners have signed off on a proposal to build a privately operated "faith-based" prison, billed as the first of its kind in bringing institutionalized Christianity into the cellblock.

Proponents say the prison, run by employees with a "Christian world view," would help criminals learn to be law-abiding citizens. They say it would help reduce the number of Texas inmates, believed to be as high as 40 percent, who eventually return to jail.

But there is a hitch: Texas prison officials say they do not want to join the venture.

"We simply are not in the market for that kind of space at this time," said Mike Viesca, spokesman for the Texas Department of Criminal Justice. The department oversees state prisons, which are overcrowded.

With the state saying that it will not send inmates to the Christian-oriented private prison, supporters say they will rely on securing contracts with other states and the Federal Bureau of Prisons to fill up the jail.

Such a proposal has been rejected in other parts of Texas, including Midland County, where officials a little more than a year ago worried that a jail with Bible classes would violate the constitutionally mandated separation of church and state.

"We were a little bit anxious about whether we could do that with county funds, because of the many Supreme Court decisions about church and state separations," Midland County Judge Bill Morrow said.

At the urging of President Bush, faith-based organizations, many of them grounded in a certain religion, have in recent years played bigger roles in social services.

That can become a problem when the service pertains to holding and rehabilitating criminals, said Rob Boston, spokesman for Americans United for Separation of Church and State, a Washington-based nonprofit group.

"I'm worried that this might just be the flavor of the month: the belief that, if you turn them on to Jesus, they'll stop committing crimes," Boston said.

He was not swayed by promises that the private prison in San Angelo would not violate the Constitution. "It's a state promotion of religion, even if it's done through back-door channels," Boston said.

However, another nonprofit organization, the Becket Fund for Religious Liberty, sees nothing wrong with the plan, even if public money blends with private contributions to pay for it.

As long as inmates with other religious beliefs are not discriminated against, a Christian jail "should not be forced to lose its identity simply because it's receiving public funds for a public benefit," said Jared Leland, spokesman for the Washington-based Becket Fund.

Many elected officials in Tom Green County say they are confident that the plan will survive legal challenges because the prison -- estimated to cost as much as \$28 million to build -- will be funded through the county's issuance of bonds rather than placing the financial burden on the taxpayer.

They also say inmates will not be forced into the prison. Instead, inmates will volunteer to leave their homes

<http://www.dfw.com/mld/dfw/news/state/11551795.htm?template=contentModules/prison>

VOL. 81 PG. 823

serve out the last two years of their sentences in a Texas ranching community, once home to the grand San Angelo Hilton.

"They know what they're getting into when they do it," Tom Green County Judge Mike Brown said.

Though the jail would be privately operated, state law requires that it still be approved by county commissioners, as well as by the sheriff.

The jail, under the arrangement, would receive \$38.90 per day for each inmate housed, with the county receiving \$1.75 of that amount. The deal, Brown said, would generate as much as \$300,000 a year in local government revenue.

Initial blueprints call for 624 beds, with a maximum inmate population of 570. Instead of barbed-wire fences, the perimeters of the prison grounds would be protected by the 27-foot-high walls of four adjoining buildings, built around a courtyard.

Inmates, dressed in "free-world clothing," would be required to work assembly-type jobs within the prison, at no less than the \$5.15-per-hour minimum wage. Part of their salaries would go toward restitution and to help pay for their room and board, and 15 percent of their total earnings would be set aside as a nest egg for when they are freed.

In the evenings, every inmate would be invited -- but not ordered -- to participate in Christian activities, said Bill Robinson, creator of the plan and a three-time imprisoned felon.

Robinson said he sobered up in 1980, stopped writing hot checks and began a prison ministry in 1984, which a year later became Corrections Concepts Inc., a Dallas-based nonprofit organization that is the only group so far seeking the contract with the county to take on the Christian jail.

He said state prison officials rejected his plan because it would reduce the number of repeat offenders and lessen the need for more money to add prison cells.

"There's no reason they can't do it; they just don't want to do it, because it's going to cut off a huge stream of incoming inmates," Robinson said.

Neither Brad Livingston, interim director of the criminal justice department, nor the spokesman, Viesca, returned phone calls to respond to Robinson's comments.

Among the five members of the Tom Green County Commissioners Court, Commissioner Richard Easingwood is the only one who has voted against the plan.

While Easingwood said he agrees that Christian teachings can help reform criminals and that a new prison could boost the area's economy, he worries about lawsuits and wonders why out-of-state wardens would want to send their prisoners to San Angelo.

"I just foresee problems," he said.

The proposal has caused a stir within the community.

"In our market, anything that creates jobs is going to be good for our community," said a supporter, Slade Moffat, owner of the Elite Physique spa and tanning salon.

But Quindabeth Wolfe, assistant manager of an International House of Pancakes, worries about jail escapes.

"We don't need more prisoners in this town. ... I think the less we have, the better," Wolfe said.

Robinson, who said he has devoted the last 20 years to building support for his prison idea, is relying on divine guidance.

"God's in charge, and his signature is good with any bank account," he said. "Whenever he gets ready to do it, it doesn't matter who opposes it, he'll get it done."

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<http://www.dfw.com/mld/dfw/news/state/11551795.htm?template=contentModules/printsto...> 5/4/2

VOL. 81 PG. 824

Clayton Friend
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July 11, 2005

To: Honorable members of the Tom Green County Commissioners Court

As a former Tom Green County Commissioner, I understand the tremendous responsibility that you have in the daily operations of Tom Green County. The majority of these are State mandated and you have no choice but to provide services where and when they are needed. There are other instances when you get to do something for the good of the community, i.e., the 4-H building and land, and the library.

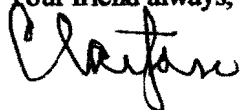
Members of the Tom Green County Commissioners Court, I did support the original Resolution allowing for the Faith-Based Prison to go forward with the appointing of the Steering Committee. This committee was to include citizens to report back to the Commissioners Court with suggestions as to the feasibility of placing the Faith-Based Prison in Tom Green County. It was my understanding that the prison would be placed "somewhere" in Tom Green County on 125 acres of land. Now, I understand that the location is to be east of San Angelo in Precinct 1. I have since had time to reflect on my opinion as to the Faith-Based Prison in Precinct 1 and for that matter in Tom Green County at all.

Consider the facts. Precinct 1 currently has the County Justice Center, the Juvenile Justice Center, the Community Supervision and Corrections Department, the Court Residential Treatment Center, the Roy K. Robb Post-Adjudication Center, the City Farm and sewage treatment plant, the City of San Angelo dump and the rendering plant. This fact is used only to emphasize the number of centers for offenders and other air offensive plants already in Precinct 1.

The other thing to consider is: Does Tom Green County want to be the location for all types of law offenders? In my opinion, I don't think we should and I don't think that you, the members of the court, actually want that label for Tom Green County either. If this Faith-Based Prison is so great why haven't other counties jumped at the opportunity to get one in their county? If people say it is alright but just not in my neighborhood, then why would you want to force it on other Tom Green County residents who don't want it in their neighborhood either.

Members of the Tom Green County Commissioners Court, please reconsider the placing of the Faith-Based Prison in Tom Green County.

Your friend always,



Signature Page

Agreement Number: TOMG-2005-01

HART INTERCIVIC, INC.

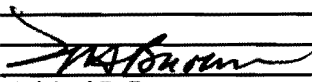
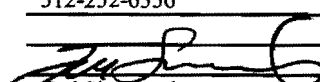
eGOVERNMENT MASTER AGREEMENT

This eGovernment Master Agreement ("Master Agreement") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Tom Green County ("Client"), a governmental subdivision of the State of Texas. This Master Agreement sets forth the general terms under which Client will purchase, license or sublicense products and services from Hart. Hart and Client will from time to time enter into one or more Integrated Systems Installation, Annual Software License and Maintenance and/or Professional Services Supplemental Agreement(s) ("Supplemental Agreements") which will refer to this Master Agreement and describe the specific products, services, pricing, and additional terms under which Client will purchase, license or sublicense products and services from Hart. The combination of this Master Agreement and the Supplemental Agreements constitute the entire agreement between Hart and Client.

The Effective Date of this Master Agreement is: June 28, 2005

Client acknowledges it has read and understands this Master Agreement (including all Supplemental Agreements, schedules and amendments) and is not entering into this Master Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted

Name:	Client Tom Green County	Hart Hart InterCivic, Inc.
Address:	County Clerk 124 W. Beauregard San Angelo, Texas 76903-5835	15500 Wells Port Drive Austin, Texas 78728
Primary Phone:	325-659-6553	512-252-6400
Facsimile:		512-252-6556
Executed by:		
Name:	Michael D. Brown	Ted Simmonds
Title:	County Judge	Vice President and Chief Executive Officer CFO

This Agreement is not effective until executed by both parties.

**Hart InterCivic, Inc.
Master Agreement**

1. DEFINITIONS.

1.1 **"Client"** has the meaning set forth in the signature page.

1.2 **"Effective Date"** has the meaning set forth in the signature page.

1.3 **"Hardware"** means the hardware identified on an Integrated Systems Installation Supplemental Agreement.

1.4 **"Hart"** means Hart InterCivic, Inc., a Texas corporation.

1.5 **"Hart Proprietary Software"** means the executable version of computer programs and computer code developed and owned by Hart which are licensed to Client pursuant to one or more Supplemental Agreement(s), and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements and other modifications, including any custom modifications, to such computer programs and code, and all copies of the foregoing. Hart Proprietary Software also includes all documentation provided by Hart to Client with respect to these computer programs and code, excluding maintenance diagnostics, and the source code version of the programs and code when provided pursuant to a Supplemental Agreement, and all copies of the foregoing. Hart Proprietary Software licensed to Client will be identified in an Annual Software License and Maintenance Supplemental Agreement.

1.6 **"Installation Date"** means (a) the date Hart completes installation (as determined by Hart), or (b) if the relevant Supplemental Agreement specifically designates such date or, (c) if Hardware or Software is to be installed by Client, the tenth calendar day following shipment to the Client.

1.7 **"Integrated System"** means Hardware and/or Software that is integrated and installed by Hart for the Client.

1.8 **"Licensor"** means the licensor(s), respectively, of the Non-Hart Software, as listed in Section 3 of Exhibit A to an Integrated System Installation Supplemental Agreement or an Annual Software License and Maintenance Agreement.

1.9 **"Master Agreement"** has the meaning set forth in the signature page.

1.10 **"Non-Hart Software"** means the executable version of computer programs developed and owned by third parties that are provided by Hart to Client pursuant to sublicense(s) under one or more Supplemental Agreement(s) or license(s) directly from the third party, and all updates, upgrades, versions, new releases, derivatives, revisions, corrections, improvements, rewrites, bug fixes, enhancements and other modifications, to such computer programs, and all copies of the foregoing. Non-Hart Software also includes all documentation provided to Client with respect to these computer programs. Non-Hart Software provided to Client will be identified in Section 3 of Exhibit A to an Annual

Software License and Maintenance Supplemental Agreement; Section 3.2 lists Non-Hart Sublicensed Software and Section 3.3 lists Non-Hart Other Software.

1.11 **"Products"** means the Hardware, Software, and all other documentation provided by Hart to Client under this Master Agreement and any Supplemental Agreements.

1.12 **"Proprietary and Confidential Information"** means Software, diagnostics, documentation, including manuals, Hardware and Software configuration, Integrated Systems design and configuration, training materials, user guides, trade secrets, source code and related documentation, and any other information confidential to Hart or its suppliers or licensors.

1.13 **"Services"** means the services to be performed by Hart for Client as identified on one or more Supplemental Agreement(s).

1.14 **"Software"** means those items designated as software on the Annual Software License and Maintenance Agreement (including, without limitation, all subsequent revisions, corrections, and updates), which are to be provided by Hart to Client pursuant to the Integrated System Installation Supplemental Agreement. Such software shall include Non-Hart Software and Hart Proprietary Software.

1.15 **"Supplemental Agreement"** has the meaning set forth on the signature page.

1.16 **"Use"** means reading the Licensed or Sublicensed Software into and out of memory and the execution of the Software, in whole or in part, by the Licensed Server.

2. SUPPLEMENTAL AGREEMENTS.

2.1 **Supplemental Agreements.** Hart will furnish to Client and Client will accept and pay for the Products, Services and Integrated Systems itemized on the Supplemental Agreements entered into by Client and Hart, which together with the terms in the Supplemental Agreements, are an integral part of this Master Agreement. All references to Products, Services and Integrated Systems in this Master Agreement are to the Products, Services and Integrated Systems listed on any Supplemental Agreements submitted to and accepted by Hart pursuant to Sections 2.2 and 2.3, as modified by any Change Requests entered into by Client and Hart pursuant to Section 2.4, and to any Products and Services supplied by Hart with such listed Products, Services and Integrated Systems.

2.2 **Additional Requests.** Client may order additional Products, Services and Integrated Systems under this Master Agreement by submitting properly completed Supplemental Agreements referencing this Master Agreement, signed by an authorized representative of Client.

2.3 **Subject to Acceptance.** All Supplemental Agreements are subject to acceptance by Hart. Hart's acceptance will be effective when Hart signs the Supplemental Agreements. The receipt or deposit by Hart of a Client down payment or purchase order will not constitute acceptance of a

Hart InterCivic, Inc.
Master Agreement

Supplemental Agreement. Hart will return any down payment received from Client if Hart does not accept the Supplemental Agreement.

2.4 Change Request. Client and Hart may at any time modify a Supplemental Agreement by written Change Order, signed by both parties, identifying the modified Supplemental Agreement and specifying the modifications to at least the same degree of specificity as in the original specifications. The Change Request will include all changes and additions being made to the terms of the applicable Supplemental Agreement. Hart will not be bound by any modifications to a Supplemental Agreement unless made by written Change Request signed by authorized representatives of both parties. A Change Request, when signed by both parties, will be subject to the terms of the applicable Supplemental Agreement, as modified by the Change Request, and this Master Agreement.

2.5 Substitution. Hart may substitute Product(s) of equivalent or superior functionality and performance in the event that any of the Product(s) ordered are not available upon notification to Client. If Hart reasonably determines that the substitute Product(s) would be more suitable, this substitute will be documented on the Change Request Form, modifying the hardware listed in Exhibit A, Pricing and Inventory, and submitted to the Client for approval, which approval shall not be unreasonably withheld.

2.6 Training. Hart will provide training to Client's personnel as specified in an Integrated System Installation Supplemental Agreement.

3. LICENSES AND SUBLICENSES.

3.1 Supplemental Agreements. Hart will provide Client with licenses and sublicenses to Software specified in an Annual Software License and Maintenance Supplemental Agreement. Licenses and sublicenses provided under an Annual Software License and Maintenance Supplemental Agreement will cover the period beginning with the Installation Date and ending upon nonrenewal or termination of such agreement. If provided for in a Supplemental Agreement, (a) Hart will license Hart Proprietary Software to Client, and (b) Hart will sublicense Non-Hart Sublicensed Software to Client. The terms of this Section 3 will apply to all licenses of Hart Proprietary Software and to all sublicenses of Non-Hart Software. In some cases, Non-Hart Software may be provided subject to a license directly from the Licensor to Client. If a separate license agreement applies to or accompanies Non-Hart Software, then the separate license agreement terms will apply and supersede the license terms in this Master Agreement and the Supplemental Agreements for that Non-Hart Software. Client agrees to comply with the terms of all licenses governing Hart Proprietary Software and Non-Hart Software.

3.2 Licenses and Sublicenses. Hart grants to Client a personal, non-exclusive, nontransferable limited license or sublicense, as specified in Supplemental Agreements, to use

the specified Software and related documentation according to the terms and conditions of this Master Agreement and the Supplemental Agreements, solely for Client's internal data processing requirements. The Software may be used only in the United States at the Licensed Location on the Licensed Server, each as specified in the applicable Supplemental Agreement; provided, Client may temporarily transfer the Software to a back-up server at an alternative location within Client's county of operation if the Licensed Server is inoperative or the Licensed Location is temporarily unavailable. Client's use of the Software will be limited to the number of users specified in the applicable Supplemental Agreement. Client's use of Software will also be governed by any additional conditions in the Supplemental Agreement or that Hart may provide on or prior to delivery of the Software. Unless otherwise provided in a Supplemental Agreement, Client will only be provided and permitted to use the executable form of Software and such use must be in connection with the application package provided by Hart. Client agrees that Hart may periodically inspect, at mutually agreed upon times, the computer site in order to audit compliance with the terms of this Master Agreement and all applicable Supplemental Agreements with respect to the Software supplied by Hart.

3.3 Protection of Software.

(a) Client shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly or de-compilation of any Software.

(b) Client shall not modify, assign, transfer, time-share, rent, copy or duplicate the Software; provided, Client may have in its possession a reasonable number of copies of the Software for archival or back-up purposes. All copies of the Software, in whole or in part, must contain all of Hart's or the third party licensor's titles, trademarks, copyright notices and other restrictive and proprietary notices as they appear on the copies of the Software provided to the Client. Client shall notify Hart of the following:

(i) the location of all Software and all copies thereof, and

(ii) any circumstances known to Client regarding any unauthorized possession or use of the Software.

(c) Upon termination of Client's license or sublicense of Software, Client shall immediately discontinue all use of the Software and return to Hart or destroy, at Hart's option, the Software and all archival, back-up and other copies thereof.

(d) Client shall not publish any results of benchmark tests run on any Software.

3.4 No Transfer of Title. This Agreement does not transfer to Client title to any Software, intellectual property contained in any Software, or Proprietary and Confidential Information.

3.5 Inherently Dangerous Applications. The Software is not developed or licensed for use in any nuclear, aviation,

Hart InterCivic, Inc.
Master Agreement

mass transit, or medical application or in any other inherently dangerous applications. Client shall not use the Software in any inherently dangerous application and agrees that Hart and any third party licensor will not be liable for any claims or damages arising from such use.

3.6 Termination of Licenses and Sublicenses. Unless otherwise provided in Supplemental Agreements, licenses and sublicenses of Software will terminate automatically upon the earlier of (a) the termination of their term as set forth in the applicable Supplemental Agreement, or (b) upon any termination, cancellation or expiration of the Supplemental Agreement under which Software is licensed or sublicensed.

4. MAINTENANCE SERVICES.

4.1 Maintenance. Hart will provide maintenance of Software, Hardware and/or Integrated Systems to the extent provided for in Annual Software License and Maintenance or Professional Services Supplemental Agreement(s) and pursuant to the terms and conditions of Hart's Description of Maintenance Services, as amended from time to time.

4.2 Limitation. Hart will not provide maintenance services if alterations to Products or Integrated Systems which are not made by Hart or attachments to Products or Integrated Systems which are not provided and installed by Hart directly or indirectly result in any malfunction, nonperformance or degradation of performance of Products or Integrated Systems.

4.3 Exclusions. Maintenance does not cover parts, services, labor and other costs and expenses required to repair damage or correct defects, errors or malfunctions attributable to the maintenance exclusions set forth in Section 9.7. Maintenance services apply only to properly configured Products at the minimum Hardware and Software levels designated by Hart for support of the applicable Product specifications. Maintenance services do not include correction or repair of defects, errors or malfunctions, including any related to data functionality, in the design, manufacture, materials or workmanship of either (a) Non-Hart Other Software, or (b) Hardware.

5. CHARGES; PAYMENT.

5.1 Charges. Charges for Products, Services and Integrated Systems will be identified and payable in accordance with the terms set forth in the relevant Supplemental Agreements. All payments are to be made to Hart at its principal office in Austin, Texas, as set forth on the signature page or to such other location as may be designated by Hart in a notice to Client.

5.2 Late Charges. All charges must be paid as agreed in a Supplemental Agreement. If invoiced, all payments are due no later than thirty (30) days from the invoice date. Hart may impose a late payment charge on past due payments equal to 1/2% per month, the lesser of (a) 1% per month or (b) the maximum rate allowed by law.

5.3 Additional Charges. Additional charges may apply to services rendered outside contracted hours or beyond normal

coverage at Client's request, e.g., travel expenses, premium and minimum charges.

5.4 Payment Disputes. If any dispute exists between the parties concerning the amount due or due date of any payment, Client shall promptly pay the undisputed portion. Such payment shall not constitute a waiver by Client or Hart of any of their respective legal rights and remedies against each other.

5.5 Price Protection.

(a) The prices for Products in any Supplemental Agreement will remain firm through delivery, unless through no fault of Hart, shipment takes place more than one year after the date of the Supplemental Agreement. If Hart notifies Client that an increase in prices will apply to its order and the affected part of the order is not part of an Integrated System, Client may terminate the affected part of its order by giving written notice to Hart within ten (10) days of the date of notification of the increase.

(b) Maintenance and support services fees will not be increased during the first thirty-six (36) months following the Installation Date, provided that no changes are made to the number of licenses or to the licensed modules in use. The charges may be increased thereafter following a minimum of thirty (30) days prior written notice to Client, unless otherwise noted in the Annual Software License and Maintenance Supplemental Agreement.

(c) Fees for Software licenses, Software sublicenses and services under contracts of at least one (1) year will not be increased during the thirty-six (36) month period beginning with the Installation Date, but may be increased on the third anniversary of the Installation Date and on each subsequent anniversary of the Installation Date upon thirty (30) days prior written notice to Client. If Software or Services are contracted on a month-to-month basis, the fees may be increased at any time following sixty (60) days prior written notice.

5.6 Taxes. If Client is tax exempt, Client will provide Hart with proof of its tax-exempt status. If Client is not tax-exempt, (a) Client will pay any tax Hart becomes obligated to pay in connection with this Agreement, exclusive of taxes based on the net income of Hart, and (b) Client will pay all personal property and similar taxes assessed after shipment. If Client challenges the applicability of any such tax, Client shall pay the tax and may thereafter seek a refund.

5.7 Delivery. Unless otherwise specified in the relevant Supplemental Agreement, Hart will arrange for delivery of Integrated Systems and Products to Client and delivery charges will be included in Hart's pricing.

5.8 Installation. Unless otherwise provided in the relevant Supplemental Agreement, if the Supplemental Agreement provides for Hart to install Integrated Systems or Products, (a) installation will be performed during Hart normal working hours, (b) all installation will be subject to the then-current standard Hart charges and conditions, and (c) if additional

Hart InterCivic, Inc.
Master Agreement

labor and rigging is required for installation due to Client's special site requirements, Client will pay those costs including costs to meet union or local law requirements.

6. CLIENT RESPONSIBILITIES.

6.1 Independent Determination. Client acknowledges it has independently determined that the Products, Services and Integrated Systems ordered under this Master Agreement and any Supplemental Agreement(s) meet its requirements.

6.2 Cooperation. Client agrees to cooperate with Hart and promptly perform Client's responsibilities under this Master Agreement, including but not limited to those set forth in any Supplemental Agreement. Client will:

- (a) provide adequate working and storage space for use by Hart personnel near Hardware and Integrated Systems;
- (b) provide Hart full access to the Hardware, Software and Integrated Systems and sufficient computer time, subject only to Client's security rules;
- (c) follow Hart procedures for placing service requests and determining if remedial service is required;
- (d) follow Hart or manufacturer instructions for operator maintenance and obtaining services;
- (e) provide a memory dump and additional data in machine-readable form if requested;
- (f) reproduce suspected errors or malfunctions in Software;
- (g) install all Hart Software and Non-Hart Software releases supplied by Hart, within ninety (90) days of receipt of such release by the Client;
- (h) provide timely access to key customer personnel and timely response to Hart's questions; and
- (i) otherwise cooperate with Hart in its performance under this Master Agreement and Supplemental Agreements.

6.3 Site Preparation. The Client is responsible for compliance with all local labor concerns and building codes. If Hart is to install Products, Client shall prepare and maintain the installation site in accordance with the manufacturer's instructions and instructions provided by Hart and ensure that these instructions are not in violation of labor laws or building ordinances. The Client is responsible for environmental requirements, electrical interconnections and modifications to facilities for proper installation, in connection with an installation. Any delays in preparation of the installation site will correspondingly extend Hart's delivery and installation deadlines.

6.4 Site Maintenance. Client shall maintain the appropriate operating environment, in accordance with the manufacturer's specifications and Hart's specifications, for the Hardware, Software and Integrated Systems and all communications hardware, telephone lines, electric lines, cabling, modems, air conditioning and all other hardware and utilities necessary for the Hardware, Software and Integrated Systems to operate properly.

6.5 Use. Client is exclusively responsible for supervising, managing and controlling its use of the Hardware, Software and Integrated Systems, including but not limited to, establishing operating procedures and audit controls, supervising its employees, making daily backups, providing virus protection, inputting data, ensuring the accuracy and security of data input and data output, monitoring the accuracy of information obtained, and managing the use of information and data obtained. Client will ensure that its personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals, instructions and specifications.

6.6 Backups. Client will maintain back-up data necessary to replace critical Client data in the event of loss or damage to data from any cause.

6.7 Compliance with Third Party Contracts. Client represents and warrants to Hart that it does not have any contracts or other obligations to third parties, including but not limited to any license agreements or confidentiality obligations, that will be violated in any respect by Client's or Hart's performance under this Master Agreement or any Supplemental Agreement(s).

7. PROTECTION OF PROPRIETARY AND CONFIDENTIAL INFORMATION.

7.1 Confidentiality. Client will keep in confidence and protect Proprietary and Confidential Information from disclosure to third parties and restrict its use to uses expressly permitted under this Master Agreement and the Supplemental Agreements. Client shall take all reasonable steps to ensure that Proprietary and Confidential Information is not disclosed, copied, duplicated, misappropriated or used in any manner not expressly permitted by the terms of this Master Agreement and any Supplemental Agreement(s). Client shall keep the Software and all tapes, CDs, diskettes and other physical embodiments of the software, and all copies thereof, at a secure location and limit access to those employees who must have access to enable Client to use the Software. Client acknowledges that unauthorized disclosure of Proprietary and Confidential Information may cause substantial economic loss to Hart or its suppliers and licensors. Client agrees not to copy Confidential and Proprietary Information, in whole or in part, except as expressly authorized by this Master Agreement and any Supplemental Agreement(s). Each copy, including its storage media, will be marked by Client to include all notices that appear on the original. Title, copyright and all other proprietary rights in and to the Software, at all times remain vested exclusively in Hart or, as applicable, the respective third party licensors.

7.2 Return of Confidential and Proprietary Information. Upon termination or cancellation of any license or sublicense granted under this Master Agreement or any Supplemental Agreement, Client will comply with Section 3.3(c) of this Master Agreement. Upon termination of any Supplemental Agreement, the Client shall immediately destroy or return, at

Hart InterCivic, Inc.
Master Agreement

Hart's option, any Proprietary and Confidential Information in Client's possession (including Proprietary and Confidential Information incorporated in other software or writings) no longer licensed or sublicensed pursuant to another Supplemental Agreement by the Client.

7.3 Intellectual Properties. Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, schematics, blueprints or trade secrets developed by Hart personnel (alone or jointly with Client) in connection with Confidential and Proprietary Information or Products, Services and Integrated Systems provided to Client will be the exclusive property of Hart. Hart grants to Client a non-exclusive, royalty-free license to use of any of the foregoing in connection with Client's use of the Products and/or Integrated System as permitted by the terms of this Master Agreement and the Supplemental Agreements.

7.4 Support Materials. Client acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary and Confidential Information of Hart. Client will not use such materials. Hart has the right to remove such materials from Client's facility at any time. This provision applies even though such materials may be listed in the Hart price lists, catalogs, invoices or Supplemental Agreements and purchased by the Client.

7.5 Client Employees. Client will inform its employees of their obligations under this Section 7 and instruct them so as to ensure such obligations are met.

7.6 Survival. This Section 7 will survive termination or cancellation of this Agreement.

8. TITLES; RISK OF LOSS.

8.1 Hardware. Title to Hardware and risk of loss of Hardware will pass to Client upon delivery to the Client or Client's Agent.

8.2 Software.

(a) **Hart Proprietary Software.** Title to the Hart Proprietary Software will remain in Hart, including but not limited to all copyrights, trade secrets, trademarks and other proprietary rights in and to the Hart Proprietary Software.

(b) **Non-Hart Software.** Title to Non-Hart Software will remain in the applicable third party licensor.

(c) **Risk of Loss.** Risk of loss to Software will pass to Client on the Installation Date, except to the extent covered by the limited warranties in Section 9 or maintenance services pursuant to an Annual Software License and Maintenance Supplemental Agreement, as applicable.

8.3 Data. Client will retain all title, rights, and ownership of all images and associated indexes, associated indexes, and other data created and/or acquired by use of the Hardware, Software and Integrated Systems as stored on magnetic disk, magnetic tape, optical disk, optical tape, CD-ROM disk (or other "like" electronic media that may be used).

8.4 Proprietary and Confidential Information. Title to Hart's Proprietary and Confidential Information will remain in Hart. Title to Proprietary and Confidential Information of Hart's suppliers and licensors will remain in the relevant suppliers and licensors.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Title. Hart represents and warrants that it owns or has the right to license or sublicense the Software licensed or sublicensed by Hart to Client under any Supplemental Agreement(s).

9.2 Maintenance Period at No Extra Charge. Hart will provide maintenance to the Client for twelve months at no extra charge after the Installation Date pursuant to the terms and conditions set forth in the Description of Maintenance Services, as amended from time to time.

This first year's maintenance period is subject to the maintenance exclusions set forth in Section 9.7. Because not all errors or defects can or need be corrected, Hart does not warrant that all errors or defects will be corrected. Similarly, Hart does not warrant that the functions contained in Hart Proprietary Software or Integrated Systems will meet all of Client's requirements or that the Hart Proprietary Software or Integrated Systems will operate in combinations selected for use by Client with hardware or software not approved by Hart. Errors or defects must be reported on Hart's Client Service Request Form, Exhibit C to an Annual Software License and Maintenance Supplemental Agreement and be accompanied with sufficient detail to enable Hart to reproduce the error and provide a remedy or suitable work-around.

9.3 Conversion. If Hart converts Client's legacy data pursuant to a Supplemental Agreement, Hart warrants, for the benefit of the Client only, that Hart has converted the legacy data as extracted by the Client into the Integrated System as directed by the Client. Client shall review the converted data and Client's sole remedy and Hart's sole obligation for conversion shall be to correct any errors caused by conversion of the data by Hart, as detected by the Client. Hart shall not be obligated to correct errors inherent in the data provided to Hart.

9.4 Remedies and Obligations. Hart's sole obligation and the Client's sole remedy for any Hart Proprietary Software shall be to make reasonable efforts to remedy or provide reasonable work-around for defects, errors or malfunctions, which have a significant adverse affect upon operation of the Hart Proprietary Software or Integrated System, as applicable, and which are reported by Client to Hart during the first year of maintenance, at no additional charge to Client. Hart's sole obligation and the Client's sole remedy for any defect or nonconformity of any Hardware and Non-Hart Other Software shall be to cooperate with the Client to provide it with the benefit, if any, of the warranty and support commitment of the third-party manufacturers and suppliers of Hardware and the Non-Hart Other Software. Client may

Hart InterCivic, Inc.
Master Agreement

independently seek to obtain directly, from the manufacturers of the Hardware or the Non-Hart Other Software, maintenance or repair of the Hardware or the Non-Hart Other Software under any warranty or guarantee provided by such manufacturer.

The remedies and obligations set forth in Sections 9.2, 9.3 and 9.4 are the full extent of Client's remedies and the full extent of Hart's obligations.

9.5 Non-Hart Software. Except to the extent covered in Section 9.2, Hart makes no representations or warranties as to Non-Hart Software, all of which is sold or licensed to Client "as is." Hart will pass through to Client, on a non-exclusive basis and without recourse to Hart, any third party manufacturer's warranties covering Non-Hart Software, but only to the extent, if any, permitted by the third party manufacturer. Except to the extent covered by Section 9.2, Client agrees to look solely to the warranties and remedies, if any, provided by the Licensor.

9.6 Hardware. Except to the extent covered by Section 9.2, Hart makes no representations or warranties as to third party Hardware, all of which is sold or licensed to Client "AS IS." Hart will pass through to Client, on a non-exclusive basis and without recourse to Hart, any third party manufacturer's warranties covering the Hardware, but only to the extent, if any, permitted by the third party manufacturer. Except to the extent covered by Section 9.2, Client agrees to look solely to the warranties and remedies, if any, provided by the manufacturer.

9.7 Maintenance Exclusions. The maintenance services in Sections 4.1 and 9.2 of this Master Agreement do not cover defects, errors or malfunctions which are not attributable to the relevant Hart Proprietary Software or Integrated System or which are caused by any of the following: (a) de-installation, reinstallation or relocation of any item of Hardware by Client or any third party; (b) Client's failure to follow operational or maintenance instructions as set forth in applicable documentation; (c) the use of non-compatible media or supplies; (d) repair, maintenance, modification or alteration of the Hart Proprietary Software, Hardware or Integrated System by Client or third parties; (e) use of hardware or software not supplied or authorized by Hart; (f) external factors (e.g., power failure, surges or electrical damage, fire or water damage, air conditioning failure, humidity control failure, or corrosive atmosphere harmful to electronic circuitry); (g) failure to maintain proper site specifications and environmental conditions; (h) negligence, accidents, neglect, misuse or tampering; (i) improper or abnormal use or use under abnormal conditions; (j) use in a manner not authorized by this Master Agreement and any Supplemental Agreement(s) or use inconsistent with Hart's specifications; (k) attachments or alterations not provided and installed by Hart as further described in Section 9.8; or (l) the introduction of software viruses. Hart reserves the right to

charge on a time and materials basis for efforts expended due to problems caused by these maintenance exclusions.

9.8 Alterations and Attachments.

(a) Client will be solely responsible for infringement, personal injury or damage to property, Products and Integrated Systems resulting from alterations, which are not made by Hart, or attachments, which are not provided and installed by Hart.

(b) Client will give Hart prior written notice of any proposed alterations or attachments to Products or Integrated Systems subject to maintenance. Hart has no obligation to provide maintenance for alterations not made by Hart or attachments not provided and installed by Hart. If Hart agrees to maintain, support or correct altered Products or Integrated Systems, Hart may impose additional fees. Hart is not responsible for a malfunction, nonperformance or degradation of performance of Products or Integrated Systems caused by or resulting directly or indirectly from any alteration or attachment unless Hart has provided and installed the alteration or attachment and has informed Client that such adverse conditions will not occur. For purposes of this Master Agreement "alterations" includes, but is not limited to, the incorporation of components, boards and subassemblies not provided by Hart into Products or Integrated Systems, as well as modifications to Products or Integrated Systems that are not made by Hart. "Attachments" includes, but is not limited to, any hardware, software, components or devices which are connected to Products or Integrated Systems and which are not provided by Hart.

9.9 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES IN THIS MASTER AGREEMENT, (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND, (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT FOR HART AND NON-HART PRODUCTS AND SERVICES. THE EXPRESS LIMITED WARRANTIES EXTEND SOLELY TO CLIENT.

10. LIMITATION OF DAMAGES.

10.1 EXCLUSIVE REMEDY. HART'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM CONCERNING THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, AND THE PRODUCTS, SERVICES AND INTEGRATED SYSTEMS PROVIDED UNDER THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS, ARE SET FORTH IN THIS SECTION.

10.2. DISCLAIMER. CLIENT IS RESPONSIBLE FOR ASSURING AND MAINTAINING THE BACK-UP OF ALL CLIENT DATA. UNDER NO CIRCUMSTANCES

Hart InterCivic, Inc.
Master Agreement

WILL HART BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR THE LOSS OF OR DAMAGE TO CLIENT DATA.

10.3 LIMITATION. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT, HART AND ANY PARTY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF THE PRODUCTS AND INTEGRATED SYSTEMS OR PERFORMANCE OF THE SERVICES, WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OR FOR LOST DATA SUSTAINED OR INCURRED IN CONNECTION WITH THIS MASTER AGREEMENT OR SUPPLEMENTAL AGREEMENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN ADDITION, HART'S LIABILITY TO CLIENT FOR DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS WILL IN NO EVENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT TO HART UNDER THE SUPPLEMENTAL AGREEMENT WITH RESPECT TO WHICH THE DIRECT DAMAGES WERE INCURRED. HART IS NOT LIABLE FOR DAMAGES CAUSED IN ANY PART BY CLIENT'S NEGLIGENCE OR INTENTIONAL ACTS OR FOR ANY CLAIM AGAINST CLIENT OR ANYONE ELSE BY ANY THIRD PARTY.

10.4 Referrals. Hart may direct Client to third parties having products or services that may be of interest to Client for use in conjunction with the Products, Services or Integrated Systems. Notwithstanding any Hart recommendation, referral or introduction, Client will independently investigate and test non-Hart products and services and will have sole responsibility for determining suitability for use of non-Hart products and services. Hart has no liability with respect to claims relating to or arising from use of non-Hart products and services, including, without limitation, claims arising from failure of non-Hart products to provide proper time and date functionality.

11. INFRINGEMENT INDEMNITY.

11.1 Indemnity. Hart, at its own expense, will defend and indemnify Client against claims that Hart Proprietary Software furnished under this Master Agreement or Supplemental Agreements infringe a United States patent or copyright or misappropriate trade secrets protected under United States law, provided Client (a) gives Hart prompt written notice of such claims pursuant to Section 14.11, (b) permits Hart to defend or settle the claims, and (c) provides all reasonable assistance to Hart in defending or settling the claims.

11.2 Remedies. As to any Hart Proprietary Software which is subject to a claim of infringement or misappropriation, Hart may (a) obtain the right of continued use of the Hart Proprietary Software for Client or (b) replace or modify the Hart Proprietary Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of Hart, any applicable Software license and its charges will end, Client will stop using the Hart Proprietary Software, and Client will return to Hart or destroy all copies of the Hart Proprietary Software, and will certify in writing to Hart that such return or destruction has been completed. Upon return or Hart's receipt of certification of destruction of the Hart Proprietary Software, Hart will give Client a credit for the price paid to Hart, less a reasonable offset for use and obsolescence.

11.3 Exclusions. Hart will not defend or indemnify Client if any claim of infringement or misappropriation (a) is asserted by an affiliate of Client, (b) results from Client's design or alteration of any Hart Proprietary Software, (c) results from use of any Hart Proprietary Software in combination with any non-Hart product, except to the extent, if any, that such use in combination is part of an Integrated System designed and installed by Hart for Client, or (d) relates to a non-Hart Product alone.

11.4 Exclusive Remedies. This Section 11 states the entire liability of Hart and Client's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

12. TERMINATION.

12.1 Term. The term of this Master Agreement will be for three (3) years from the Effective Date (the "**Initial Term**"). This Master Agreement will automatically renew for consecutive one (1) year terms thereafter ("**Renewal Terms**") unless either party notifies the other of its election not to renew the terms of this Master Agreement at least sixty days prior to the expiration of the Initial Term or any Renewal Term. Notwithstanding the termination of this Master Agreement upon the expiration of the Initial Term or any Renewal Term, this Master Agreement will remain in effect with respect to any Supplemental Agreements then in progress, but not then completed, until such Supplemental Agreements terminate or another Master Agreement is entered into by the Client and Hart.

12.2 Defaults. The following events are deemed to be defaults:

(a) A party committing a material breach of any term of this Master Agreement or any Supplemental Agreement, if such breach has not been cured within thirty days after written notice of such breach has been given by the non-defaulting party to the defaulting party;

(b) A party filing bankruptcy, becoming insolvent, or having its business placed in the hands of a receiver, assignee or trustee, whether by voluntary act or otherwise;

Hart InterCivic, Inc.
Master Agreement

(c) A party failing to comply in any material respect with any federal, state or local laws applicable to a party's performance under this Master Agreement or any Supplemental Agreement at the time of signing.

12.3. Termination for Default. A party may terminate this Master Agreement before expiration of its term for default by the other party. If default occurs, the parties will have all remedies provided in this Master Agreement and otherwise available by statute, law or equity.

12.4. Survival. Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to successors and permitted assigns.

12.5 Suspension of Performance. If any payment due to Hart under this Master Agreement or any Supplemental Agreement is past due more than thirty days, Hart may suspend performance under this Master Agreement and any or all Supplemental Agreements until all amounts due are current.

12.6 Fiscal Funding. Client may terminate any Supplemental Agreement upon thirty (30) days written notification due to the lack of fiscal funding. The Client will be responsible for payment of all labor and expenses incurred by Hart through the date of the receipt of written notification.

12.7 Termination of Maintenance Services.

(a) Client may terminate this Master Agreement or any Supplemental Agreement(s) at any time after the first anniversary of the Installation Date by providing at least sixty (60) days prior written notice of termination to Hart.

(b) Hart may not terminate an Annual Software License and Maintenance Supplemental Agreement during the first thirty-six (36) months of paid maintenance. Thereafter, Hart may terminate maintenance services provided to the Client for any Product or Integrated System upon written notice six (6) months prior to termination.

(c) If Hart determines that any alterations, attachments, or modifications not made by Hart will interfere with the provision of maintenance, then Hart may notify the Client of its intention to terminate maintenance. If the Client does not cure within thirty (30) days of such notice, maintenance services shall be terminated.

13. DISPUTE RESOLUTION.

13.1 Disputes and Demands. The parties will attempt to resolve any claim or controversy related to or arising out of this Master Agreement or Supplemental Agreements, whether in contract or in tort ("**Dispute**"), on a confidential basis according to the following process, which either party may start by delivering to the other party a written notice describing the dispute and the amount involved ("**Demand**").

13.2 Negotiation and Meditation. After receipt of a Demand, authorized representatives of the parties will meet at a mutually agreed upon time and place to try to resolve the Dispute by negotiation. If the Dispute remains unresolved after this meeting, either party may start mandatory non-

binding mediation under the commercial mediation rules of the American Arbitration Association ("AAA").

13.3 Injunctive Relief. Notwithstanding the provisions of Section 12.2(a) and this Section 13, if either party seeks injunctive relief, such relief may be sought in a court of competent jurisdiction without the requirement for prior notice and opportunity to cure under Section 12.2(a) and without complying with the negotiation and mediation provisions of this Section 13.

13.4 Time Limit. Neither mediation under this section nor any legal action, regardless of its form, related to or arising out of this Master Agreement or Supplemental Agreements may be brought more than ~~two (2)~~ four (4) years after the cause of action first accrued.

13.5 Venue of Litigation. Venue for any litigation regarding or concerning this contract shall be in the district courts of ~~Travis~~ Tom Green County, Texas.

14. GENERAL PROVISIONS.

14.1 Entire Agreement. This Master Agreement, the Supplemental Agreements and the attachments and exhibits thereto are the entire agreement and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Master Agreement or the Supplemental Agreements that are not included herein or therein. This Master Agreement and the Supplemental Agreements may not be amended or waived except in writing signed by an officer of the party to be bound thereby. If any conflict exists between the terms of this Master Agreement and any Supplemental Agreement, the terms of the Supplemental Agreement will control.

14.2 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Master Agreement and the Supplemental Agreements is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. If any conflict exists between this Master Agreement or Supplemental Agreements and any terms and conditions on a purchase order, acknowledgment or other preprinted form, the terms and conditions of this Master Agreement and Supplemental Agreements will govern.

14.3 Interpretation. This Master Agreement and the Supplemental Agreements will be construed according to their fair meaning and not for or against either party. Headings are for reference purposes only and are not to be used in construing the Master Agreement or Supplemental Agreements. All words and phrases in this Master Agreement and the Supplemental Agreements are to be construed to include the singular or plural number and the masculine, feminine, or neuter gender as the context requires.

14.4 Governing Law. THIS MASTER AGREEMENT AND THE SUPPLEMENTAL AGREEMENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS, UNLESS CLIENT IS A GOVERNMENTAL

Hart InterCivic, Inc.
Master Agreement

SUBDIVISION OF ANOTHER STATE, IN WHICH CASE THE LAWS OF THE STATE IN WHICH CLIENT IS A GOVERNMENTAL SUBDIVISION WILL CONTROL.

14.5 Severability. Whenever possible, each provision of this Master Agreement and the Supplemental Agreements will be interpreted to be effective and valid under applicable law; but if any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal or unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision will be severed from the rest of the Master Agreement or Supplemental Agreement, as applicable, and ignored. The invalidity, illegality or unenforceability of any provision will not affect the validity, legality or enforceability of any other provision of this Agreement, which will remain valid and binding.

14.6 Delays. Hart is not responsible for failure to fulfill its obligations when due to causes beyond its reasonable control, including the failure of third parties to timely provide Software, Hardware, Services, materials or labor contemplated herein. Hart will notify Client in writing of any such delay, and the time for Hart's performance will be extended for a period corresponding to the delay. Hart and Client will determine alternative procedures to minimize project delays.

14.7 Force Majeure. "Force Majeure" means a delay encountered by a party in the performance of its obligations under this Master Agreement or Supplemental Agreements which is caused by an event beyond the reasonable control of the party, but does not include any delays in the payment of monies due by either party. Without limiting the generality of the foregoing, Force Majeure includes but is not restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities (other than the Client and its governing entities); fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes. If any event constituting Force Majeure occurs, the affected party shall notify the other party in writing, disclosing the estimated length of the delay, and the cause of the delay. If a Force Majeure occurs, the affected party will not be deemed to have violated its obligations under this Master Agreement or any Supplemental Agreements, and time for performance of any obligations of that party will be extended by a period of time necessary to overcome the effects of the Force Majeure.

14.8 Compliance with Laws. Client and Hart shall comply with all federal, state and local laws in the performance of this Master Agreement and the Supplemental Agreements, including those governing use of the Hardware, Software and Integrated Systems. Products provided under this Master Agreement may be subject to U.S. and other government export control regulations. Client shall comply

with all applicable export laws and regulations related to the use, disclosure, export, or re-export of these Products.

14.9 Assignments. Hart may assign this Master Agreement and Supplemental Agreements or its interest in any Hardware, Software or Integrated Systems, or may assign the right to receive payments, without Client's consent. Any such assignment, however, will not change the obligations of Hart to Client that are outstanding at the time of assignment. Client shall not assign this Master Agreement without the express written consent of Hart, such consent not to be unreasonably withheld. In the event of any permitted assignment of this Master Agreement or Supplemental Agreements, the assignee shall assume the liabilities and responsibilities of the assignor, in writing.

14.10 Independent Contractors. Client and Hart are independent contractors and are not agents or partners of each other. Hart's employees, agents and subcontractors will not be entitled to any privileges or benefits of Client employment. Client's employees, agents and contractors will not be entitled to any privileges or benefits of Hart employment.

14.11 Notices. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth on the Signature Page for the party to whom the notice is given, or on the fifth business day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at their address set forth on the Signature Page. Each party may change its address for notice by giving written notice of the change to the other party.

14.12 Security Interests. Hart reserves a purchase money security interest in Hardware until payment in full is received for all Hardware delivered to Client and, for that purpose, this Master Agreement is a security agreement. By signing this Master Agreement, Client authorizes Hart or its agent to sign on behalf of Client the necessary financing statements, or to file this Master Agreement or a copy of this Master Agreement to perfect its security interest. If this Master Agreement or a copy of it is filed, information concerning the security interests may be obtained from Hart at the address for Hart stated on the signature page. If Client fails to make any payment identified as delinquent within ten days after notice of such delinquency is provided to Client, Hart may repossess Products, excluding only Hardware for which the purchase price has been fully paid. The terms of this Section 14.12 will survive the termination of this Master Agreement.

14.13 Press Releases. Client hereby grants Hart the right to make public announcements and use Client's name in relation to this Master Agreement and any Supplemental Agreements.

Signature Page

Agreement Number: TOMG-IA-2005-01

Re: Master Agreement Number: TOMG-2005-01

HART INTERCIVIC, INC.

eGOVERNMENT INTEGRATED SYSTEM INSTALLATION SUPPLEMENTAL AGREEMENT

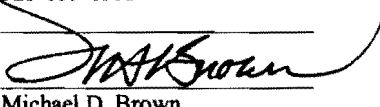
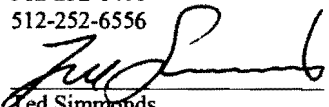
This eGovernment Integrated System Installation Supplemental Agreement ("Supplemental Agreement") is entered into by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and Tom Green County ("Client"), a governmental subdivision of the State of Texas. Hart and Client have entered into an eGovernment Master Agreement (the "Master Agreement") number TOMG-2005-01. This Supplemental Agreement is entered into under the terms of the Master Agreement and constitutes a "Supplemental Agreement" as defined in the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and are an integral part of this Supplemental Agreement. The Master Agreement and this Supplemental Agreement constitute the entire agreement between Hart and Client with respect to the subject matter of this Supplemental Agreement.

The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- Exhibit A Pricing and Inventory
- Exhibit B Documentation Deliverables
- Exhibit C Training Deliverables
- Exhibit D Acceptance Criteria Forms
- Exhibit E – Client's Request for Proposal
- Exhibit F – Hart's Proposal Response (including any Best and Final Offer)
- Exhibit G – Statement of Work

The date of this Supplemental Agreement is June 28, 2005. Client acknowledges it has read and understands the Master Agreement and this Supplemental Agreement (including all exhibits, schedules and amendments) and is not entering into this Supplemental Agreement on the basis of any representations not expressly set forth in it or in the Master Agreement.

Agreed and Accepted:

	Client	Hart
Name:	Tom Green County	Hart InterCivic, Inc.
Address:	County Clerk 124 W. Beauregard San Angelo, Texas 76903-5835	15500 Wells Port Drive Austin, Texas 78728
Primary Phone:	325-659-6553	512-252-6400
Facsimile:		512-252-6556
Executed by:		
Name:	Michael D. Brown	Ted Simmonds
Title:	County Judge	Vice President and Chief Executive Officer CFO

This Agreement is not effective until executed by both parties.

Hart InterCivic, Inc.

Integrated System Installation Supplemental Agreement

1. **DEFINITIONS.** Capitalized terms not expressly defined in this Supplemental Agreement shall have the meaning set forth in the Master Agreement.

2. INSTALLATION.

2.1 **Integrated System.** Hart shall design, develop, configure, assemble and install for Client an Integrated System (Anthem) at the Client's offices as specified in Exhibit A.

2.2 **Documentation and Training.** In connection with Hart's installation of the Integrated System, Hart shall provide training to the number of Client's personnel as specified in Exhibit E, Statement of Work. During such training, Hart will provide user documentation to Client's personnel for the Software and, if applicable, for public users. Client may make a reasonable number of further copies of such materials for use solely in connection with the operation of the Integrated System, provided that all such copies shall contain the copyright and confidentiality legends contained on the original versions thereof.

2.3 **Reporting.** Until completion of the Go Live Week Authorization, Hart will report on the status of its performance of this Supplemental Agreement at regularly scheduled meetings, as specified and agreed to in the Business Process Analysis ("BPA") (further defined in Section 6.3), with the Client's Project Manager.

2.4 **Acceptance Criteria.** Installation of the Integrated System shall have certain project deliverables as set forth in Section 6.3 (the "Acceptance Criteria"), which may have payment milestones associated with them. The Client shall indicate its acceptance of each Acceptance Criteria when the outputs associated with such Acceptance Criteria have been delivered. The Client shall not unreasonably withhold acceptance of any Acceptance Criteria. Upon Go Live Week Authorization acceptance, Hart will be deemed to have provided satisfactory installation of the Integrated System and will have no further obligations under this Supplemental Agreement with respect to the installation of the Integrated System. The Client has sole responsibility for proper use, storage and handling of the Hardware and Software after Go Live Week Authorization acceptance.

2.5 **Project Managers.** Each party will appoint one qualified person (a "Project Manager") who will: (i) have authority to act for the party and to make decisions regarding the day to day operations under this Supplemental Agreement; (ii) have authority to sign the Acceptance Criteria Forms, Exhibit D; (iii) provide information and materials to the other party; (iv) provide access to that party's staff to answer questions; (v) coordinate the party's activities and responsibilities under this Supplemental Agreement; and, (vi) communicate with the other party concerning the other

party's performance and its performance under this Supplemental Agreement. Either Client or Hart may change their respective Project Managers upon prior written notice to the other party.

3. **HARDWARE.** Hart shall sell and the Client shall purchase all of the Hardware identified to be purchased by Hart in Section 4, the Hardware Inventory, in Exhibit A. Otherwise, the Client shall purchase Hardware identified to be purchased by the Client, if any, for the Integrated System.

4. **HART PROPRIETARY SOFTWARE LICENSE.** The Hart Proprietary Software licensed to Client under Supplemental Agreement is identified in Section 2.1 of Exhibit A, Hart Proprietary Software. The maximum number of users licensed, Licensed Server and Licensed Location with respect to each item of Hart Proprietary Software are also set forth therein. The Hart Proprietary Software is licensed to Client on the terms and conditions set forth in the Master Agreement and Supplemental Agreement. Client is permitted to use the Licensed Software only in connection with the Integrated System and according to the instructions set forth in the related documentation provided by Hart.

5. NON-HART SOFTWARE SUBLICICENSE.

5.1 **Non-Hart Sublicensed Software.** The Non-Hart Sublicensed Software sublicensed to Client under this Supplemental Agreement is identified in Section 2.2 of Exhibit A. The maximum number of users licensed, Licensed Server and Licensed Location with respect to each item of Non-Hart Sublicensed Software are also set forth in Exhibit A. The Non-Hart Sublicensed Software is sublicensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client acknowledges that this sublicense is subject to the terms of the Licensors' respective license agreements for the Non-Hart Sublicensed Software, which are incorporated herein by reference. The Licensor(s) of the Non-Hart Sublicensed Software are beneficiaries of the sublicense terms of the Master Agreement and this Supplemental Agreement to the extent permitted by applicable law.

5.2 **Non-Hart Other Software.** The Non-Hart Other Software identified in Section 2.3 of Exhibit A is not included in or covered by this Supplemental Agreement. The Non-Hart Other Software is listed in Exhibit A solely as a matter of record keeping convenience. If the Client has any rights with respect to Non-Hart Other Software, such rights would be under a separate agreement with Hart or the Licensor. Maintenance of Non-Hart Other Software will be provided directly between the Client and Licensor. Hart will not provide training on or maintenance for Non-Hart Other Software.

Hart InterCivic, Inc.
Integrated System Installation Supplemental Agreement

6. PURCHASE PRICE AND PAYMENTS.

6.1 Purchase Price. The Client shall pay Hart the Purchase Price for the Integrated System as set forth in Section 1 of Exhibit A pursuant to the terms and conditions of this Supplemental Agreement and the Master Agreement.

6.2 Hardware. Hart shall invoice the Client and the Client shall pay for Hardware specified in Section 1.1 (b) of Exhibit A upon the receipt of such Hardware from the manufacturer by the Client or by Hart acting as an agent for the Client.

(a) The Client will report to Hart the receipt of Hardware within one week, including machine type, make, model, and serial number.

(b) The Client will recognize the receipt of Hardware by Hart acting as the Client's agent, as defined in the Master Agreement, at a site other than the Client's primary location.

(c) For Hardware received by Hart, Hart will provide evidence of delivery of the Hardware, including machine type, make, model, and serial number, and will include this evidence of delivery with the invoice for such Hardware.

6.3 Payment Installments. Payments to Hart by the Client, for Services and Products (other than Hardware), shall be made in several installments corresponding to the Acceptance Criteria set forth in this Section and as described in Exhibit E. Upon completion of each measurement within each Acceptance Criteria, the Hart Project manager shall obtain verification by the Client Project manager on the Acceptance Criteria Forms that are attached in Exhibit D. Upon completion and verification of each set of deliverables associated with each Acceptance Criteria, Hart shall submit evidence of its completion of such Acceptance Criteria and the Client shall sign documentation acknowledging the completion of such Acceptance Criteria, or shall, within five (5) days of Hart's submission of the deliverables, provide a written valid explanation to the Hart Project Manager why Hart has not substantially satisfied such Acceptance Criteria. Hart shall then cure its performance of the Acceptance Criteria and resubmit evidence of its completion of the Acceptance Criteria and the process shall repeat. Note: All subsequent work, on the remainder of the project, will be suspended until the Client approves the Acceptance Criteria. If the Client does not provide such written explanation within five (5) days of Hart's submission of the deliverables, the Acceptance Criteria shall be deemed approved. Upon approval of an Acceptance Criteria by the Client's Project Manager, Hart shall invoice and the Client agrees to pay said invoice for the fees as set forth in Section 1 of Exhibit A. If the Client unreasonably withholds approval of an Acceptance Criteria (i) Hart shall have no liability and shall not be in default for delays to the Project Schedule and (ii) the Client shall

bear all costs associated with any schedule delays, additional expenses, including labor and travel expenses. The following is a list of the Acceptance Criteria.

(a) Business Process Analysis ("BPA"). Hart will conduct a BPA of the Client's business processes to use in conjunction with the solution proposed by Hart to the Client. At the conclusion of this BPA, Hart will provide a written report including the project management plan, modifications to Client's workflow and localization settings for the Integrated System in a BPA report for the Client to sign. Upon review and agreement of the completed BPA, the Client will provide written acceptance of the BPA on the BPA Acceptance Criteria Form in Exhibit D.

(b) System Acceptance. Hart will install a minimum of one of each of the Hardware and Software components of the Integrated System at the Client's location. Hart will perform a test demonstrating that each component of the Integrated System is installed and can perform the functions and business processes as defined and approved in the BPA. All Severity 1 or 2 defects (as defined in Section 2.5 in the Description of Maintenance Services) will be resolved by Hart before submitting the Integrated System for approval by the Client. Upon completion of the testing without any unresolved Severity 1 or 2 defects, the Client will provide written approval of this Acceptance Criteria on the Software Acceptance Criteria Form in Exhibit D.

(c) Training. Hart will provide training to Client's employees on the usage of the Integrated System as it relates to their specific job responsibilities. The Client and Hart will determine in writing the location for the training and the personnel to be trained concurrent with the BPA process and documented in Exhibit C, Training Deliverables, and Exhibit E, Statement of Work. Hart will set up the Integrated System and provide training to the identified personnel. Upon completion of such training in accordance with the Project Management Plan, the Client shall provide written approval of this Acceptance Criteria on the Training Acceptance Criteria Form in Exhibit D.

(d) Go Live Authorization. Upon acceptance of the User Integration Test, Hart will make resources available to install the remaining Hardware at the Client's designated locations(s). Upon completion of the installed Hardware and the Integrated System, the Client will sign the Go Live Week Authorization Form in Exhibit D. Go Live Week Authorization will authorize production cut-over to the Integrated System and begins the first year's maintenance. If the Integrated System is in production for one week with no unresolved Severity 1 or 2 defects at the end of such week, the Client shall be deemed to have accepted the Integrated System and the Installation Date shall be the date the Client signed Go-Live Authorization. Hart will

Hart InterCivic, Inc.
Integrated System Installation Supplemental Agreement

continue to provide on-site support in accordance with Exhibit E, the Statement of Work.

(e) Conversion of Legacy Data. The Client has three options regarding the conversion of the legacy indexes and images to the new Integrated System.

1. **No conversion** of legacy data by Hart.
2. **Index conversion only** to be provided by Hart.
3. **Index and image conversion** to be provided by Hart.

If options 2 or 3 above are chosen, an additional two Acceptance Criteria will apply. Hart will provide to the Client a table of conversion input fields to the new Integrated System and its field definitions, Data Cleansing Error Report, verification programs, and test results from on-line verification of the Client's defined test samples that the converted data loaded correctly to the new Integrated System. The process of conversion will be performed for the Client in two Phases.

(i) Phase I, Index (and Image) Conversion.

Phase I will address all of the legacy system data contained in the extracts identified by the Client. The Client is responsible for extracting data from their legacy system and providing it in a machine-readable file that is readable by Hart. The Client is responsible for performing any data cleansing.

(ii) Phase II, Index (and Image) Conversion.

Phase II will address the new data loaded to the legacy system since the start of Phase I. The same extracts, data field mapping tables and verification samples will be used from Phase I. Hart will run the conversion programs and perform the verification of samples prior to the Client's switch to the new Integrated System.

7. LIMITED WARRANTY.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THE MASTER AGREEMENT AS LIMITED THEREIN, HART MAKES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, UNDER THIS SUPPLEMENTAL AGREEMENT, AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT.

8. MAINTENANCE SUPPORT. Hart will provide maintenance services as provided pursuant to an Annual Software License and Maintenance Supplemental Agreement. Hart will provide the first year's maintenance at no additional charge starting from the Installation Date as specified in the Annual Software License and Maintenance Agreement.

9. TERM. The term of this Supplemental Agreement shall be from the date on the Signature Page through the

end of the 3-year lease period (3 years from Software Acceptance).

10. CLIENT RESPONSIBILITIES. Client shall cooperate with Hart and promptly perform the Client's responsibilities to assist Hart in its installation of the Integrated System, including, but not limited to those responsibilities set forth herein.

10.1 Site Preparation and Maintenance. The Client shall:

(a) Prepare the installation site to facilitate integration of systems to be interfaced to the Integrated System in accordance with instructions provided by Licensor; and

(b) Provide access to the server via modem to be available on a 7 day X 24 hour basis to facilitate the installation.

10.2 Project Manager. Client shall appoint a Project Manager in accordance with Section 2.5 of this Supplemental Agreement with sufficient time and technical expertise to ensure the timely achievement of the Project Schedule and with sufficient authority to sign the Acceptance Criteria. Any delays caused by delays in appointing a Project Manager will correspondingly extend Hart's delivery and installation deadlines.

10.3 Conversion Data If the Client chooses to have Hart convert its legacy data (See Section 6.3(e)), the Client shall; (i) complete the mapping table, provided by Hart, mapping the Client legacy data fields to the Hart Integrated System data fields, (ii) provide an extract of data from the Client's legacy system into a machine-readable format that is readable by Hart, (iii) select verification samples and (iv) verify their extracted data. If images are to be converted, the legacy data must have index to image relationships clearly identified in the data file. The Client shall also provide specific samples of indexes and images that are representative of the data to be converted for on-line verification. The Client will be responsible for performing data cleansing. Hart will analyze extracted data and provide data cleansing reports to assist the Client's data cleansing efforts. This will be repeated up to 4 times, as necessary, over a two-week period. The Client will notify Hart when the data is ready for conversion and Hart will convert the data to the Integrated System. At the completion of each conversion phase (see Section 6.3(e)), the Client will approve the Conversion Acceptance Criteria based upon the verification of the samples.

10.4 Non-Hart Hardware Acquisition. The Client shall acquire all necessary hardware components that are a part of the Integrated System within the timeframes required by the Project Schedule.

10.5 Training. The Client shall:

- (a) Ensure trainee availability;

Hart InterCivic, Inc.
Integrated System Installation Supplemental Agreement

(b) Ensure availability of adequate training facilities and resources;

(c) Submit for training only those personnel who possess basic skills with Windows®-based programs (i.e. using a mouse, minimizing and maximizing windows, opening files, etc.);

(d) Identify employees and job responsibilities on the Integrated System to be trained;

(e) Submit for training only those personnel who are already proficient at performing a similar or parallel legacy process tasks in the Client's business operation; and

(f) Provide detailed information regarding current business processes and access to management authorized to approve business process changes.

Exhibits hereto, the terms of the agreements shall control in the following order: (i) the Supplemental Agreement, Exhibits A, B, C, D, and E and any amendments thereto; (ii) Exhibit E.

(The rest of this page is intentionally left blank.)

10.6 Office Space. The Client shall make office space available for Hart personnel (a minimum of 1 desk, 1 telephone, and electrical outlets) and provide an analog phone line for remote connection.

10.7 Access. The Client shall ensure access for Hart personnel on a 7-day/24 hour basis.

10.8 Cooperation. The Client shall provide space or move furnishings as required to facilitate various stages of Integrated System installation.

10.9 LAN. The Client shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

10.10 Network Administration and Operating System Security. The Client shall provide trained personnel to administer its network and manage its NT domain, including security access.

11. CHANGE REQUESTS. Any amendments to this Supplemental Agreement must follow the Change Request procedures stated in Section 2.4 of the Master Agreement.

12. MISCELLANEOUS.

12.1 Entire Agreement. This Supplemental Agreement, the Master Agreement and the attachments and exhibits hereto are the entire agreement of the parties and supersede all prior negotiations and oral agreements. Hart has made no representations or warranties with respect to this Supplemental Agreement that are not included herein.

12.2 Amendments. This Supplemental Agreement may not be amended or waived except in writing signed by an officer of the party to be bound thereby.

12.3 Conflicts. If any conflicts exist between the terms of this Supplemental Agreement, and any of the

® Windows is a registered trademark of Microsoft Corporation in the United States and/or other countries.

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit A – Pricing and Inventory

1. PURCHASE PRICE

1.1 The Purchase Price to be financed for the Integrated System is **\$201,536.00**. The Purchase Price includes Hardware to be purchased from Hart, Software and Services. Purchase price payable by Client to Hart for the Anthem solution will be paid through an annual lease arrangement. The components included in the lease amount are the Anthem software, third party software, proposed hardware, implementation services, and first year SLA 1 maintenance.

- (a) The Software License, Installation Services and the hardware referenced here shall be paid in monthly lease installments to be determined by the County and leasing agent for three (3) years. The lease financing agreement is subject to credit approval of the County.
- (b) The annual maintenance fees for years 2 and 3 will be billed for separately and payable directly to Hart, at the first and second anniversaries of the system "go-live" date, respectively.
- (c) Implementation will include several deliverables, each requiring completion of various Acceptance Criteria as described in Section 6.3.

	Amount
Hardware Price:	\$49,651
Software Price (including third party software):	\$95,300
Installation Services Price (includes SLA 1 and maintenance for year 1):	\$56,585
Total Cost to be financed:	\$201,536

Pricing Notes:

- Anthem software includes the Anthem platform (all core functions – recording/cashiering, scanning, indexing, reporting, image import, printing, system administration), 12 internal County user licenses, Birth and Death Module, Marriage Module, Commissioner's Court, the Archive/Image Export application, and web-based Public Access. Note that the Anthem platform includes functionality for military discharges (DD214), UCC and assumed names. See attached Cost Tables of complete list of software modules and third party software. Assumes County has VNC or remote access capabilities.
- Security software and high-speed Internet access are recommended to support the Web server and are the responsibility of the Client.
- It is the responsibility of the Client to provide access to the data in a non-proprietary format for the purposes of conversion and assist in providing data layouts.
- Includes installation, project management, variance analysis, software/hardware configuration, training, conversion and go-live support. Estimated travel costs are also included.
- The film processing and archive service provides for the creation of microfilm from digital images transmitted periodically to an FTP site or via CD. Film will stored in a secure off-site facility. The Film processing and Storage Service fees will be paid monthly, starting with the month directly following the Anthem "go-live" date.
- Technical support/maintenance is included at an enhanced Service Level ONE (SLA 1).
- See Statement of Work for detailed specifications on the below hardware components. Extended warranties beyond what is included in this configuration/pricing will be the responsibility of the client unless otherwise contracted by Hart. County may purchase hardware directly from their vendor of choice.

Anthem™ Configuration and Price Proposal for	
Software Modules:	Extended Price
Anthem Licenses - 12 users (\$2,500 ea)	\$30,000
Anthem Land Records (also includes assumed names)	\$25,000
Anthem Cashiering/Customer Service	Included
Anthem Marriage Licenses	\$10,000

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit A – Pricing and Inventory

Anthem Commissioners Court	\$7,500
Anthem Vitals for Birth & Death	\$10,000
Anthem Public Access	\$12,500
Anthem Export/Archive	\$5,000
Third-party software:	
Java Viewer (2)	\$3,840
Lead Tools (12)	\$360
Crystal Reports (2)	\$526
Microsoft SQL Server Database License	\$6,027
Subtotal	\$110,753
Discount	(\$15,453)
Software Cost	\$95,300
Hardware Configuration:	
3 Dell 20.1" Flat Panel LCD (includes 3 year Dell Warranty)	\$2,490.90
2 Dell 19" Flat Panel LCD (includes 3 year Dell Warranty)	\$1,439.80
10 Dell Monitor- 19" (includes 3 year Dell Warranty)	\$3,077.52
7 Dell Workstation GX280 (includes 3 year Dell warranty)	\$6,365.94
1 Dell Workstation with CD-RW (includes 3 year Dell warranty)	\$927.82
1 Dell Application/Database/Image Server – PowerEdge 2800 w/ Tape Back-up Unit (includes 5 year Dell warranty and 20 tapes)	\$11,883.74
1 Dell Web Server – PowerEdge 1850 (includes 5 year Dell warranty)	\$4,153.11
1 Canon 6080 duplex scanner with Kofax card	\$6,240.00
Canon 6080 3 year extended warranty	\$3,960.00
1 Fujitsu fi4120c duplex scanner with Kofax card	\$1,856.10
Fujitsu fi4120c 3 year extended warranty	\$320.40
1 HP 1320 laser printer	\$687.70
HP 1320 3 year extended warranty	\$166.80
1 HP 4250n network laser printer	\$1,453.60
HP 4250n 3 year extended warranty	\$418.80
2 Cash Drawers (1 year warranty)	\$326.70
Replacement maintenance	\$172.80
2 Receipt Printers – Ithaca 1500 (1 year warranty)	\$1,039.70
Replacement maintenance	\$544.80
2 Label Printers – 4" TLP 2844 (1 year warranty)	\$952.30
Replacement maintenance	\$599.20
Rack mount UPS (2 year warranty)	\$573.48

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit A – Pricing and Inventory

Hardware Cost	\$49,651
Services:	
Implementation Package Includes:	
Project Management (Includes travel, training, documentation, BPA etc.)	\$96,535
Data Analysis	\$3,600
Data Conversion	\$9,000
Data normalization or Clean-Up	\$7,200
Image Conversion	\$9,000
Subtotal	\$125,335
Discount	(\$68,750)
Services Cost	\$56,585
Software, Hardware and Services Total Cost	\$201,536
Film Creation	\$.045 per image
Film storage	\$.065 per roll / per month

2. LICENSED SOFTWARE INVENTORY

2.1 Licensed Hart Proprietary Software

Licensed Software	Hart Anthem (Anthem Platform, Public Access, Marriage, Vitals, Export, Commissioner's Court)	Version	6.6.00 or greater
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Tom Green County Clerk's Office		
Number of Licensed Users	Maximum of 12 transactional licenses and unlimited view-only licenses through Public Access.		

2.2 Non-Hart Sublicensed Software

2.2.1 Database Software

Licensed Software	Microsoft SQL Server	Version	2000
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Tom Green County Clerk		
Number of Licensed Users	Single-processor license		

2.2.2 Image Software

Licensed Software	Lead Tools Image Viewer	Version	13
Licensed Server (Central processing Unit)	Individual licensed workstations		
Licensed Location	Tom Green County Clerk		
Number of Licensed Users	12		

2.3 Non-Hart Other Software

2.3.1 Shrink-wrap software

Licensed Software Name	Version	Quantity of Licenses
Seagate Crystal Reports	9.0	1
Java Viewer		2 (Intranet + Internet)

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit A – Pricing and Inventory

2.3.2 Operating systems shipped with hardware

2.3.2.1 Desktop operating systems

Licensed Software Name	Version	Quantity of Licenses
Included with Hardware		

2.3.2.2 Server operating systems

Licensed Software Name	Version	Quantity of Licenses
Included with Hardware		

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit A – Pricing and Inventory

4. HARDWARE INVENTORY AND PRICING

4.1 Hardware Purchased from Hart:

Subsystem	Component	Model	Model Number Description	Quantity	Price
See SOW for hardware listing (including specifications)					

4.2 Hardware Purchased from hardware manufacturer:

Subsystem	Component	Model	Model Number Description	Quantity	Price
County to provide					

VOL. 81 Pg. 845

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit B –Documentation Deliverables

Hart will provide the Client with the standard Hart Anthem™ Application Documentation, any custom documentation that is needed for training on Client's specific workflow processes and the technical documentation described below. The following documentation will be delivered, in the format listed, prior to System Acceptance.

1. ANTHEM END USER SYSTEM DOCUMENTATION.

The standard workflow application end user system documentation will be furnished as a PDF file (UserGuide.pdf) and is installed as part of the Anthem Application Software. End user system documentation addresses the following topics:

1.1 System Introduction/Overview

1.2 Detailed operating instructions for the system modules. This includes Scanning, Indexing, Document Retrieval, Task Queue Processing and Inspection/QC, among others.

2. ANTHEM SYSTEM ADMINISTRATION DOCUMENTATION.

The standard application System Administration documentation is installed as a PDF file (AdminManual.pdf) and addresses user configurable software items in the System and System management tools including:

(a) Security Setup (Users, Groups, Security Levels, Doc Types, etc.)

(b) Managing the Workflow (Monitoring and redistributing work)

(c) Reports and Statistical Analysis Tools

(d) Process Monitor (Monitoring users logged in and processes running at any given time)

3. ANTHEM SYSTEM UTILITIES DOCUMENTATION

The standard System Utilities documentation is installed as a PDF file (Utils.pdf) and addresses various utilities available to perform maintenance procedures within the workflow applications and the database. The System utilities documentation includes:

(a) Check Document Utility

(b) Clear Cache Utility

(c) Empty Folders Maintenance

(d) Orphan Utility

4. ANTHEM TECHNICAL DOCUMENTATION.

The standard technical documentation includes client software installation procedures, server/database administration, backup procedures and all third party software and hardware vendor supplied documents. Hart documents are typically in MS Word format. Examples include:

(a) Shutdown and Startup Procedures for the server(s) and database

(b) Description of the basic disk structure of the server

(c) Basic Database Maintenance Procedures for Hart Anthem™ System

(d) Basic Image Management Procedures for Hart Anthem™ System

(e) System Backup Procedures (monitoring and managing the workflow system backup operations and tape rotations)

(f) Procedures for the creation of an emergency repair disk for server emergency recovery

(g) Procedures for the maintenance of the PC Anywhere dialup software and modem for remote maintenance (if applicable)

(h) Client Setup for Anthem Application Software

(i) Vendor Supplied Information on Third Party Software and Hardware.

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit C – Training Deliverables

This exhibit addresses the major activities and deliverables necessary to accomplish an effective training program as an integral part of System implementation.

1. OVERVIEW.

The Hart training methodology provides a combination of instructor-driven lecture and student laboratory exercises delivered in a multi-student classroom setting. The approach for each topic will include instructor lecture on the topic, instructor demonstration of the topic, a student walk-through of the topic on a workstation, and student participation in an exercise that reinforces the subject.

2. HART ANTHEM CLIENT TRAINING PROCESS.

The major activities associated with the Client training process are:

2.1 Determine Client Training Requirements and Facility Availability.

- (a) Accomplish business process analysis and impact study.
- (b) Determine modules to be included in Client training program.
- (c) Determine number of trainees to be trained on each module.
- (d) Ascertain Client trainee availability for training on each module.
- (e) Determine Client facilities available for training use.

2.2 Develop Client Training Program.

- (a) Work with Client to develop detailed training schedule based on 1.b. thru 1.e. above.
- (b) Prepare training documentation and materials.

2.3 Setup Testing & Training System (Hardware and Software).

- (a) Load software on designated equipment to test workflow and conduct training.
- (b) Install any peripheral equipment needed for training on each module.
- (c) Setup Anthem application software for the train project. The Test/Train project will be configured to represent the actual proposed workflow project (users, groups, document types, security levels, workflow and routing rules, etc.) and will be used for testing the proposed workflow as well as training system users.

2.4 Conduct Classroom/Laboratory Training.

- (a) Utilize combination of lecture and hands-on instruction.
- (b) Incorporate information derived from site analysis to teach modifications of legacy process needed to maximize productivity with the System..

- (c) Review Training Evaluation Forms filled out by students from each training class to improve and enhance ongoing training effort.

2.5 Conduct Training Exercises.

- (a) Collect real documents (or copies) processed on a specific day using the legacy process.
- (b) Conduct a training exercise by utilizing the training data to process the sample documents (collected in Paragraph 5a above) based on the proposed workflow and analyze the results.
- (c) Identify lessons learned for use in production environment.

3. TRAINING PROGRAM RESPONSIBILITIES.

Hart will develop a detailed training schedule as a part of a more detailed project schedule during the first few weeks of the project. The training schedule will include a predetermined number of fixed classes for each component of the curriculum described below.

4. HART RESPONSIBILITIES.

- 4.1 Coordinate with appropriate Client's managers or supervisors while developing training requirements, schedules and resource availability.
- 4.2 Prepare and distribute appropriate training documents and materials.
- 4.3 Provide quality instruction.

5. CLIENT RESPONSIBILITIES.

- 5.1 Ensure trainee availability, which facilitates efficient use of Hart training resources.
- 5.2 Ensure availability of adequate training facilities and resources, which facilitate efficient use of Hart training resources.
- 5.3 Submit for training only those personnel who possess basic skills with Windows-based programs (i.e. using a mouse, minimizing and maximizing windows, opening files, etc.).
- 5.4 Submit for training only those personnel who are already proficient at performing a similar or parallel legacy process tasks in the Client's business operation.
- 5.5 Provide detailed information regarding current business processes and access to management authorized to approve business process changes.

6. STUDENT MATERIALS.

The Hart trainer will print the applicable standard workflow application documentation (from the PDF files) and utilize this documentation, along with Hart developed training checklists, as student guides for each training class. In addition, Hart personnel will create any custom documentation necessary to train system end-users on the new workflow processes. These process modifications will be discussed and approved by the Client's management before the training is performed. Custom documentation provided by Hart is

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit C – Training Deliverables

typically created using MS Word. All training materials used in classes taught by Hart personnel will be provided to the Client:

- (a) Applicable chapter/module pages from the standard workflow application documentation.
- (b) Hart training checklists and evaluation forms.
- (c) Custom documentation addressing any new or changed workflow procedures.

7. CURRICULUM

7.1 Anthem End User Training.

The end user training curriculum is designed to familiarize the users with the concepts, organization and navigation of the Hart Anthem application software and to provide detailed instruction for the use of each applicable module. End user training will address the following topics:

- (a) System Introduction/Overview.
- (b) Getting Started and Navigation.
- (c) Detailed operating instructions for the system modules purchased under the contract. This typically includes Scanning, Indexing, Document Retrieval, the Image Viewer Utility and Tools, Task Queue Processing and Inspection/Quality Assurance, as well as any optional modules.
- (d) Training on the new workflow processes that have been approved by the Client's management to maximize productivity with the System will be covered during the applicable class modules.

7.2 Anthem System Administration Training.

The system administration training classes will address user configurable software items in the system and management tools including:

- (a) Security Setup (Users, Groups, Security Levels, Doc Types, etc.)
- (b) Managing the Workflow (Monitoring and redistributing work)
- (c) Reports and Statistical Analysis Tools
- (d) Process Monitor (Monitoring users logged in and processes running at any given time)

7.3 Anthem System Utilities Training.

The system utilities training addresses various utilities available to perform maintenance procedures within the workflow applications and the database. Some utilities are also designed to create electronic stamps and templates to be used in specific workflow applications. The system utilities training includes:

- (a) Check Document Utility
- (b) Clear Cache Utility
- (c) Empty Folders Maintenance
- (d) Orphan Utility

7.4 Anthem Server/Database Administration.

This session will familiarize the trainee(s) with the basic administration of the various servers utilized for the Hart Anthem Application, database and image storage. The types of items addressed in this training include:

- (a) Shutdown and startup procedures for the server(s) and database.
- (b) Description of the basic disk structure of the server.
- (c) Performing basic database maintenance functions for Hart Anthem System.
- (d) Performing basic jukebox management functions for Hart Anthem System (if applicable).
- (e) Maintenance of the PC Anywhere dialup software and modem for remote maintenance.
- (f) System backup procedures (manage system backup operations and monitor status).
- (g) Creation of an emergency repair disk for server emergency recovery.
- (h) Installation of the Hart Anthem Application Client on a workstation.

Business Process Analysis

Acceptance Criteria

Pre-requisite: Contract and approved Statement of Work
Description: The verification of the Integrated System to the Client’s business processes.
Objective: The objective of the Business Process Analysis (BPA) is to influence the Client’s business process re-engineering to be utilizing Hart’s experience in using Hart Anthem™ to meet the Client’s business requirements

Measurements

Inputs	Process	Outputs	Verification Method	Client’s Initials	Date Accepted
Interview Client Subject Matter Expert (SME) and/or Customer completes Questionnaire	Review current image and index processes	BPA High Level Review Document	Document review		
Hart Proprietary Software	Hart to determine which modules Client has procured	Hart Proprietary Software for modules selected by client	Document review		
Client existing workflow document and Hart Proprietary Software document	Perform comparisons and identify differences	Variance Report Analysis	Document review		
All project details including items listed above	Project managers and SME to create a Project Execution Plan including above outputs and Work Breakdown Structure	Project Execution Plan	Document review		

Approved by (Client's name): _____ Date: _____ Signature: _____

VOL. 81 PG. 849

Software Acceptance
Acceptance Criteria

Pre-requisite: Business Process Analysis
Description: The Integrated System provides the software to meet the business processes documented in the BPA.
Objective: The objective of the Software Acceptance is to demonstrate to the Client that all of the Software meets the Client’s business processes as documented in the BPA. Test for Software Acceptance is normally done on a sub-set of the hardware, which is representative of the entire System.

Measurements

Inputs	Process	Outputs	Verification Method	Client’s Initials	Date Accepted
Hart Anthem™ software review checklist	Modify list for modules procured by the Client	Comprehensive list of features to be delivered in the Hart Anthem™ installation	Document Review		
BPA Output	Demonstrate Hart Anthem™ application meets all business processes from the BPA	Client initials the checklist for each of the features delivered	Demo		
Issues	List all issues to date, when created, issue severity, assigned to, projected closure date and status	Comprehensive issue tracking list. All Severity 1 & 2 issues closed	Document review		
Mismatches in business process to Hart Anthem™ application	Document change requests with mismatches in business process and application	Change requests created and projected date given for review	Document review		

Approved by (Client’s name): _____ Date: _____ Signature: _____

Vol. 81 p. 850

Training Acceptance

Acceptance Criteria

Pre-requisite: Software Acceptance
Description: To verify that the Client’s employees have received training adequate to operate the Integrated System.
Objective The objective of the Training Acceptance is to acknowledge successful completion of training of the Client’s employees who will be performing tasks using Hart Anthem™. They will be trained on the use of hardware, software and associated documentation.

Measurements

Inputs	Process	Outputs	Verification Method	Client’s Initials	Date Accepted
Hart Anthem™ training manual	Modify training manual for the modules to be installed with this client	Users manual and training documentation	Document Review		
Training courses	Hart to teach each of the courses to the client’s employees identified	Certification of completion for each employee attending classes	Document Review		
Students attending class	Hart to take attendance in each class taught	Attendance list for each of the classes taught	Document Review		
Issues	List all issues to date, when created, issue severity, assigned to, projected closure date and status	Comprehensive issue tracking list. All Severity 1 & 2 issues closed	Document review		

Approved by (Client’s name): _____ Date: _____ Signature: _____

VOL. 81 Pg. 851

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit D – Acceptance Criteria Form

Go Live Authorization

Acceptance Criteria

Pre-requisite: Training Acceptance
Description: Verification that all Hardware is Installed and the Hart Anthem™ Integrated System is authorized to be cutover to production.
Objective: The objective of the Go Live Week Authorization is to receive authorization from the Client's use the Hart Anthem™ Integrated System in production

Measurements

Inputs	Process	Outputs	Verification Method	Client's Initials	Date Accepted
Remaining Uninstalled Hardware	Install all remaining hardware	All Hardware Installed	Physical verification		
Issue tracking report	Test new installed Hardware with Hart Anthem™ Integrated System in Test environment (non-production)	All Hardware and Software operational	No unresolved Severity 1 or 2 defects		

Approved by (Client's name): _____ Date: _____ Signature: _____

Phase I – Index and Image Conversion

Acceptance Criteria

Pre-requisite: Contract
Description: Verify that legacy index and image data is ready to convert to the Integrated System.
Objective: The objective of the Phase I, Index and Image Conversion, is based upon the Client’s readiness to convert its legacy extracted index and image data into the Hart Anthem™ Integrated Solution. The Client has completed mapping its data elements to the Hart Anthem™ data elements, completed the data cleansing, identified manual data to be corrected manually post conversion and verified the converted legacy data. The conversion of new data loaded into the legacy system since the start of Phase I conversion will be deferred to Phase II (data cleansing will not be necessary on the data in Phase II).

Measurements

Inputs	Process	Outputs	Verification Method	Client’s Initials	Date Accepted
Legacy indexes and images	Identify samples of indexes and images to be verified	List of conversion samples	Document Review		
Hart Proprietary Software data elements	Client to map legacy data elements to Hart Proprietary Software	Data mapping tables	Document Review		
Indexes and images database (Db)	Client to provide extracts of indexes and images to a file	Hard file output of legacy data	View file		
Conversion error reports	Hart to provide conversion data integrity reports	Documented Error Reports	Document Review		
Revised indexes and images extracts	Client to perform data cleansing and Hart re-run (up to four times) conversion data integrity error reports	Documented Error Reports	Document Review		
Final cleansed extracts	Hart will run conversion program and verify samples online	Documented verification of samples & Error Reports	Document Review		
Final Error Reports	After data cleansing, Client to verify errors that will be cleansed manually on Hart Proprietary Software after conversion	List of acceptable errors to allow conversion	Document Review		
Legacy indexes and images	Identify samples of indexes and images to be verified	List of conversion samples	Restore Back-up		

Approved by (Client’s name): _____ Date: _____ Signature: _____

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit D – OPTIONAL Conversion Acceptance Criteria Form

Phase II – Index and Image Conversion

Acceptance Criteria

Pre-requisite: Phase I, Index and Image Conversion of Legacy Data
Description: Verify that all index and image data is migrated to the Integrated System
Objective: The objective of the Phase II, Index and Image Conversion, is to address the remaining data to be converted into Hart Anthem™ (data loaded to the legacy system after the start of Phase I conversion until the cut-off of loading data to legacy system after the Go Live Week Authorization)

Measurements					
Inputs	Process	Outputs	Verification Method	Client's Initials	Date Accepted
Data mapping tables from Phase I	Run conversion program and verify samples online	Documented verification of samples	View samples on-line Document Review		
Final Extracts from Phase I	Run final data integrity error reports	Error Reports Converted legacy data loaded in Integrated System	Restore back-up		

Approved by (Client's name): _____ Date: _____ Signature: _____

VOL. 81 PG. 854

**Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit E – Client's Request for Proposal**

See Request for Proposal

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit F – Hart’s Proposal Response

See Proposal Response

Hart InterCivic, Inc., Integrated System Installation Supplemental Agreement
Exhibit G – Statement of Work

See Statement of Work

Signature Page

Agreement Number: TOMG-SW-2005-01	Re: Master Agreement Number: TOMG-2005-01
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This section contains confidential and proprietary material.
HART INTERCIVIC, INC.

**eGOVERNMENT ANNUAL SOFTWARE LICENSE
AND MAINTENANCE SUPPLEMENTAL AGREEMENT**


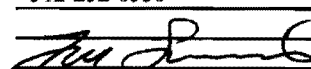
This eGovernment Annual Software License and Maintenance Supplemental Agreement (“**Supplemental Agreement**”) is entered into by and between Hart InterCivic, Inc., a Texas corporation (“**Hart**”), and Tom Green County (“**Client**”), a governmental subdivision of the State of Texas. Hart and Client have entered into an eGovernment Master Agreement (the “**Master Agreement**”) number **TOMG-2005-01**. This Supplemental Agreement is entered into under the terms of the Master Agreement and constitutes a “Supplemental Agreement” as defined in the Master Agreement. The terms of the Master Agreement are incorporated herein by reference and are an integral part of this Supplemental Agreement. The Master Agreement and this Supplemental Agreement constitute the entire agreement between Hart and Client with respect to the subject matter of this Supplemental Agreement.

The following Exhibits are attached to this Supplemental Agreement and made a part hereof:

- Exhibit A Pricing and Inventory
- Exhibit B Description of Maintenance Services
- Exhibit C Client Service Request Form
- Exhibit D Change Request Form

The date of this Supplemental Agreement is June 28, 2005. Client acknowledges it has read and understands the Master Agreement and this Supplemental Agreement (including all exhibits, schedules and amendments) and is not entering into this Supplemental Agreement on the basis of any representations not expressly set forth in it or in the Master Agreement.

Agreed and Accepted:

	Client	Hart
Name:	Tom Green County	Hart InterCivic, Inc.
Address:	County Clerk 124 W. Beauregard San Angelo, Texas 76903-5835	15500 Wells Port Drive Austin, Texas 78728
Primary Phone:	325-659-6553	512-252-6400
Facsimile:		512-252-6556
Executed by:		
Name:	Michael D. Brown	Ted Simmonds
Title:	County Judge	Vice President and Chief Executive Officer CFO

This Agreement is not effective until executed by both parties.

Hart InterCivic, Inc.
Annual Software License and Maintenance Agreement
This section contains confidential and proprietary material.

1. DEFINITIONS.

Defined terms used in this Supplemental Agreement will have the same meaning given to such terms in the Master Agreement, except to the extent modified or otherwise defined herein. As used in this Supplemental Agreement, the following additional definitions apply:

1.1 **"Anniversary Date"** means each anniversary of the Installation Date.

1.2 **"Annual Fee"** means the combined annual license, sublicense and Maintenance Services fees payable by Client to Hart as described in Section 4.

1.3 **"Maintenance Services"** means the level of maintenance service selected (Level One, Basic Level of Service (Mandatory); Level Two, Extended Service (Optional); or, Level Three, Extended Service (Optional)) in Exhibit A (Pricing and Inventory) of this Supplemental Agreement which Hart will provide to Client under this Supplemental Agreement. The Maintenance Services are more specifically described in Exhibit B, Description of Maintenance Services.

2. SOFTWARE LICENSES AND SUBLICENSES.

2.1 **Hart Proprietary Software License.** The Hart Proprietary Software licensed to Client under this Supplemental Agreement is identified in Section 2.1 (Hart Proprietary Software) of Exhibit A (Pricing and Inventory). The Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Hart Proprietary Software are also specified in Exhibit A. The Hart Proprietary Software is licensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Licensed Software only in connection with the Integrated System with which the Hart Proprietary Software is provided and according to the instructions set forth in the related documentation provided by Hart

2.2 **Non-Hart Sublicensed Software.**

(a) The Non-Hart Sublicensed Software sublicensed to Client under this Supplemental Agreement is identified in Section 2.2 (Non-Hart Sublicensed Software) of Exhibit A (Pricing and Inventory). The Licensor, Number of Licensed Users, Licensed Server and Licensed Location with respect to each item of Non-Hart Sublicensed Software are also specified in Exhibit A. The Non-Hart Sublicensed Software is sublicensed to Client on the terms and conditions set forth in the Master Agreement and this Supplemental Agreement. Client is permitted to use the Non-Hart Sublicensed Software only in connection with the Integrated System with which the Non-Hart Sublicensed Software is provided and according to the instructions set forth in the related documentation provided by Hart. Client acknowledges that this

sublicense is subject to the terms of the Licensors' respective license agreements for the Non-Hart Sublicensed Software, which are incorporated herein by reference. The Licensor(s) of the Non-Hart Sublicensed Software are third party beneficiaries of the sublicense terms of the Master Agreement and this Supplemental Agreement to the extent permitted by applicable law.

2.3 **Non-Hart Other Software Not Under This Agreement.** The Non-Hart Other Software identified in Section 2.3 (Non-Hart Other Software) of Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Non-Hart Other Software is listed in Exhibit A solely as a matter of record keeping convenience and to identify the Integrated System with which the Hart Proprietary Software and Non-Hart Sublicensed Software may be used. If Client has any rights with respect to the Non-Hart Other Software, such rights would be under a separate agreement with Hart or the Licensor of such software.

2.4 **Hardware Not Under This Agreement.** The Hardware identified in Exhibit A (Pricing and Inventory) is not included in or covered by this Supplemental Agreement. The Hardware is listed in Exhibit A solely as a record keeping convenience and to identify the Integrated System with which the Hart Proprietary Software and Non-Hart Sublicensed Software may be used. If Client has any rights with respect to the Hardware, such rights would be under a separate agreement with Hart or the manufacturer or supplier of such Hardware.

3. MAINTENANCE SERVICES.

3.1 **First Year's Maintenance Services at No Extra Charge.** Hart will provide to Client Maintenance Services for no extra charge for one year beginning with the Installation Date on the terms and conditions set forth in Section 9 of the Master Agreement. The Maintenance Services to be provided during this one year period are described in Section 3 of Exhibit B (Description of Maintenance Services) as Level ONE, Basic Level of Service. The Maintenance Services described in Section 3 of Exhibit B as Level ONE, Basic Level of Service constitute the complete list of services provided by Hart during the first year, unless Client elects to pay for a higher level of Maintenance Services, which payment will be due on the Installation Date. If Client pays Hart on or before the Installation Date for a Level Two or Level Three level of service during the first year, Hart will provide Client during such year the level of service paid for by Client. Hart will provide one (1) week of on-site support upon commencement of the first year's Maintenance Services.

3.2 **Selection of Maintenance Service Level.** Pursuant to the terms and conditions set forth in the

Hart InterCivic, Inc.

Annual Software License and Maintenance Agreement

This section contains confidential and proprietary material.

Master Agreement and this Supplemental Agreement, if the term of this Supplemental Agreement renews as provided in Section 5.1(b), beginning with the first Anniversary Date Hart will provide Client with Maintenance Services at the level selected and paid for by Client (Level One, Level Two, or Level Three) as described in Exhibit B, upon payment of the Annual Fee. The Maintenance Services as described in Exhibit B for the level selected and paid for by Client constitute the complete list of maintenance and support to be provided by Hart. Hart will not be obligated to provide any Maintenance Services not described in the level of Maintenance Services selected and paid for by Client.

3.3 Additional Services on Time and Materials Basis. If Hart, in its sole discretion, provides maintenance and support or other services requested by Client that are not covered by the level of Maintenance Services selected and paid for by Client, Client shall pay Hart for all such maintenance, support and services on a time and materials basis, plus expenses, at Hart's then prevailing rates, unless otherwise agreed in writing by Hart and Client.

4. ANNUAL FEE.

4.1 Date Payable. An Annual Fee is due and payable by Client to Hart on each Anniversary Date of this Agreement, beginning on the first anniversary of the installation date. Client must pay each invoiced Annual Fee for subsequent periods by the due date.

4.2 Invoicing. Hart will invoice Client for the Annual Fee at least ninety calendar days before the Anniversary Date on which the Annual Fee is due. Hart may periodically review and adjust the amount of the Annual Fee. Hart will notify Client of any changes in the Annual Fee with the invoice.

4.3 Nonrenewal. If Client fails to timely pay the Annual Fee, this Supplemental Agreement will not automatically renew in accordance with Section 5.1(b) of this Agreement.

5. TERM OF AGREEMENT; TERMINATION.

5.1 Term

(a) The initial term of this Supplemental Agreement will commence on the date of this Supplemental Agreement, with the licenses and sublicenses granted herein becoming effective on the date of this Supplemental Agreement. This Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate on the first Anniversary Date unless renewed as provided in Section 5.1(b).

(b) This Supplemental Agreement will renew for a one year renewal term on each Anniversary Date if Hart has received, on or before such Anniversary Date, payment of the invoiced Annual Fee due on such Anniversary Date. Unless this Supplemental Agreement renews at the end of a renewal term as provided in the previous sentence, this Supplemental Agreement and the licenses and sublicenses granted herein will automatically terminate upon the end of such renewal term.

5.2 Termination. This Agreement may be terminated as provided in Section 12 of the Master Agreement. Maintenance and support services under this Agreement may be terminated as provided for in Section 12.7 of the Master Agreement.

5.3 Effect of Termination. Upon termination or cancellation of this Supplemental Agreement, Client shall return to Hart or destroy all Hart Proprietary Software, Non-Hart Sublicensed Software and Proprietary and Confidential Information in accordance with Sections 3.3(c) and 7.2 of the Master Agreement.

6. LIMITED WARRANTY TERMS.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THE MASTER AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, UNDER THIS SUPPLEMENTAL AGREEMENT, AND (B) HART DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT FOR HART AND NON-HART PRODUCTS AND SERVICES.

7. Limitation of Damages.

THE LIMITATION OF DAMAGES SET FORTH IN SECTION 10 OF THE MASTER AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE.

8. CHANGE REQUESTS.

Any amendment of this Supplemental Agreement must follow the Change Request procedure stated in Section 2.4 of the Master Agreement.

(The rest of this page is intentionally left blank.)

Hart InterCivic, Inc.
Exhibit A – Pricing and Inventory
This section contains confidential and proprietary material.

1. ANNUAL FEE

1.1 License Fees and Basic Level ONE Service - Mandatory

Client shall pay Hart the fees set forth below for the license of Hart Proprietary Software, sublicense of Non-Hart Sublicensed Software and Hart's Level ONE Basic Level of Service:

Service Option	Price
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service – Year 1	NO CHARGE
Software License and Sublicense Fees plus Maintenance Level ONE Basic Level of Service – Year 2	\$19,205.40 (INCLUDED IN YEAR 2 MAINTENANCE)

1.2 Extended levels (optional – select one)

Client shall pay Hart the fees set forth below for extended levels of service selected by Client:

Optional - Select One	Check one	Additional Price
Mandatory fees above plus Level TWO – Extended Service (On site 2x per year)	<input type="checkbox"/>	
Mandatory fees above plus Level THREE – Extended Service (On site 4x per year)	<input type="checkbox"/>	

1.3 Total Annual Fee

The Annual Fee consists of the sum of the fees in Section 1.1 and 1.2 above. Hart may periodically adjust the amount of the Annual Fee after this initial period, not to exceed a maximum annual increase of 6%.

2. LICENSED SOFTWARE INVENTORY

2.1 Hart Proprietary Software

Licensed Software	Hart Anthem (Anthem Platform, Public Access, Marriage, Vitals, Export, Commissioner's Court)	Version	6.6.00
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Tom Green County Clerk		
Number of Licensed Users	Maximum of 12 transactional licenses and unlimited view-only licenses through Public Access.		

2.2 Non-Hart Sublicensed Software

(a) Database Software

Licensed Software	Microsoft SQL Server	Version	2000
Licensed Server (Central processing Unit)	Database/Application/Image server		
Licensed Location	Tom Green County Clerk		
Number of Licensed Users	Single-processor license		

(b) Image Software

Licensed Software	Lead Tools Image Viewer	Version	13
Licensed Server (Central processing Unit)	Individual licensed workstations		
Licensed Location	Tom Green County Clerk		
Number of Licensed Users	12		

2.3 Non-Hart Other Software

(a) Shrink-wrap software

Licensed Software Name	Version	Quantity of Licenses
Seagate Crystal Reports	9.0	1
Java Viewer		2 (Intranet + Internet)

(b) Operating systems shipped with hardware

(i) Desktop operating systems

Hart InterCivic, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

This section contains confidential and proprietary material.

Licensed Software Name	Version	Quantity of Licenses
NA		

(ii) Server operating systems

Licensed Software Name	Version	Quantity of Licenses
------------------------	---------	----------------------

Hart InterCivic, Inc., Annual Software License and Maintenance Agreement

Exhibit A – Pricing and Inventory

This section contains confidential and proprietary material.

3. HARDWARE INVENTORY

3.1 Hardware Purchased From Hart:

SEE INSTALLATION SUPPLEMENT AGREEMENT FOR HARDWARE CONFIGURATION LIST

3.2 Hardware Purchased Directly From Hardware Manufacturer or Other Supplier:

Subsystem	Component	Model	Model Number Description	Quantity
To be provided by County				

VOL. 81 PG. 863

Hart InterCivic, Inc.
Exhibit B – Description of Maintenance Services
This section contains confidential and proprietary material.

See description of services under Service Level Agreement (SLA) Level ONE in Hart InterCivic Service Level Agreement.

Hart InterCivic, Inc.
Exhibit C – Client Service Request Form
This section contains confidential and proprietary material.
CLIENT SERVICE REQUEST FORM

(FAX # 800-396-4278)
(HELP DESK # 800-750-4278)

LOCATION: _____ (CLIENT) REGISTER OF DEEDS
DATE: _____ TIME: _____ [A.M./P.M.]
NAME OF USER/DEPT. HAVING THE PROBLEM: _____
PHONE NUMBER: _____
SEVERITY _____ PRIORITY@i.e. ASAP, HIGH, ROUTINE, FYI): _____

If Software – Check one of the following:

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> DOCUMENT RECEPTION | <input type="checkbox"/> SCANNING | <input type="checkbox"/> ENHANCEMENT |
| <input type="checkbox"/> INDEXING | <input type="checkbox"/> CODE MAINT/FEE SETUP | <input type="checkbox"/> |
| <input type="checkbox"/> REPORTS | <input type="checkbox"/> UCC | <input type="checkbox"/> |
| <input type="checkbox"/> MARRIAGE | <input type="checkbox"/> PUBLIC | <input type="checkbox"/> |
| <input type="checkbox"/> SYSTEM ADM. | <input type="checkbox"/> OTHER | <input type="checkbox"/> |

If Hardware – Check one of the following:

- | | | |
|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> HP LASER PRINTER | <input type="checkbox"/> SCANNER | <input type="checkbox"/> MONITOR |
| <input type="checkbox"/> LABEL PRINTER | <input type="checkbox"/> PC | <input type="checkbox"/> SERVER |
| <input type="checkbox"/> RECEIPT PRINTER | <input type="checkbox"/> CASH DRAWER | <input type="checkbox"/> |
| <input type="checkbox"/> OTHER (specify) | | |

SPECIFIC DESCRIPTION OF THE REQUEST: (Be sure to list Doc #s, Error Messages, or ANY important information related to the problem.)

Resolution: (i.e. who was contacted, situation was resolved in what way, etc.)

Hart InterCivic, Inc.
Exhibit D – Change Request Form
This section contains confidential and proprietary material.
CHANGE REQUEST FORM

Part 1 – Request

(Check one)

- ☐ Initial Project Requirement
- ☐ Project Scope Change
- ☐ Post-Acceptance Enhancement

Project Name:	
Product / Release / Version:	
Request Number:	Received Date:
Request Originator: Name:	Phone:
Title / Role:	Email:
Solution area / module / component:	
Requirement Severity:	Requirement Priority:
Request Abstract or Title:	
Request description: (Objective to be satisfied or issue to be resolved. Please attach any relevant examples.)	
Justification: (What is the significance of this request? What are the benefits?)	
OPTIONAL Solution Proposal (Used to clarify issue description)	
Implementation Acceptance Criteria: (What will you use as your acceptance criteria if this change of scope is implemented?)	

Hart InterCivic, Inc., Annual Software License and Maintenance Agreement

Exhibit D – Change Request Form

This section contains confidential and proprietary material.

Part 2 – Response

Response: (One of the following. Also shown as status once decision is made)

- ☐ Proposal created.
- ☐ Implementation not proposed (Cost) = The cost of implementing this request would far exceed the value to be added to the solution
- ☐ Implementation not proposed (Conflict) = The implementation would conflict with current or future functions or objectives of the solution
- ☐ Implementation not proposed (Domain) = The issue to be addressed, and/or the implementation for this request is outside the domain of this solution.

Description of the proposed solution: (Detailed implementation proposal attached)

Estimated cost to modify the solution: (HW/SW infrastructure, solution documentation, training materials, training, and support requirements)

Estimated schedule impact to accommodate the solution:

Hart InterCivic response approval:

Signature:

Title:

Phone:

Comments:

Client acceptance of change to project scope, schedule, and cost:

Signature:

Title:

Phone:

Purchase order/invoice number for the revised project scope:

Comments:

Hart InterCivic, Inc.
Service Level Agreement

1. PURPOSES AND SCOPE.

This Service Level Agreement sets forth the terms of the maintenance services available to Client from Hart InterCivic, Inc., a Texas corporation ("Hart"). Hart will perform the maintenance services selected in and on the terms and conditions set forth in the Application Software License Agreement and Software Sublicense Agreement by and between Hart and Client (the "License Agreements") and as described herein.

2. AVAILABLE SERVICES.

Hart offers three (3) levels of maintenance services.

2.1 Level ONE, Basic Level of Service. This is the most basic level of maintenance services available to Client under this Service Level Agreement and is further described in Section 3, Level ONE, Basic Level of Service.

2.2 Level TWO, Optional Extended Support. Hart provides optional on-site maintenance services. Maintenance services under Level TWO, Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 4, Level TWO, Optional Extended Support.

2.3 Level THREE, Optional Extended Support. Hart provides optional on-site maintenance services. Maintenance services under Level THREE Optional Extended Support, include all maintenance services under Level ONE, Basic Level of Service, and the additional maintenance services described in Section 5, Level THREE, Optional Extended Support.

3. LEVEL ONE – BASIC LEVEL OF SERVICE.

3.1 Base Mandatory Services. Level ONE, Basic Level of Service, is included in the Annual License/Maintenance/Support Fees and Annual Sublicense/Maintenance Fees payable pursuant to the License Agreements. During the term of the License Agreements, Hart will provide Level ONE, Basic Level of Service, with respect to the Hart Proprietary Software and Sublicensed Software.

3.2 Project and Support Manager. Hart will designate a Project and Support Manager ("PSMPSM"). The PSM will maintain close contact with Client through frequent communication. The PSM will be responsible for managing delivery of the maintenance services.

3.3 Client Support Center. The Client Support Center ("CSC") is the primary point of Client contact for all support. CSC consultants provide responses to support requests received from system users and system administration personnel. When initiating a support request, Client should communicate to the CSC the

information in the Client Service Request ("CSR") Form.

(a) The primary means of contacting Hart's CSC during normal operating hours is via telephone through the toll-free client support line. Outside of normal operating hours or if all CSC consultants are busy, the client support line will prompt callers to leave a voice mail message that will, in turn, activate a page to a CSC consultant.

(b) A dedicated, toll-free client support fax line is available 24 hours a day, 7 days a week, as is e-mail access.

3.4 CSC Hours of Operation. Normal operating hours for the CSC are 7:00 AM to 7:00 PM Central Time, Monday through Friday, except for Hart company holidays.

3.5 CSC Response Goals.

(a) Upon receipt of a CSR, a CSC consultant will review the information and assign a severity for urgency of response according to the following list:

1/Critical	A system-wide problem, one that prevents the recorder's office from continuing fundamental business processes. Some examples might be the system servers being down, users unable to record documents, unable to view images on the Clerk system, etc.
2/High	A problem that affects one or more modules of the Hart system. A problem that prevents the recorder's office from performing an important function of the office's normal business processes.
3/Medium	System feature or minor hardware is malfunctioning or inoperative, but a alternative procedure exists to achieve business needs. A problem that impacts individual users or workstations. Examples would include receipts requiring adjustment, users receiving error messages that do not otherwise prevent business activities, data corrections, etc.
4/Low	The "Low" category includes cosmetic issues such as misspellings, parts of letters falling off the screen or report print outs, incorrect punctuation, etc. "Low" also includes problems that happen intermittently, for which root causes are being determined or which cannot be reproduced. This category is also used to characterize information requests.

Hart InterCivic, Inc.
Service Level Agreement

(b) A CSC consultant will communicate to Client a Response based upon the severity of the problem. "Response" is defined as a communication with Client of the status of problem, analysis or potential remedies, or workarounds. The Response goals for a CSR received during normal working hours are shown in the following table:

1/Critical	Within 1 hour
2/High	Within 4 hours
3/Medium	Within 2 business days
4/Low	Assumption is these will be fixed in the next Maintenance Release.

(c) Responses to a CSR received via voice mail/pager, fax, or e-mail during other than normal operating hours may be delayed unless previous arrangements have been made for standby support resources.

3.6 CSC Request Escalation.

(a) Upon receipt of a Severity 1/Critical CSR, the CSC manager will be notified to insure that appropriate Hart resources are focused on returning the affected system to operation as soon as possible.

(b) A severity 2/High CSR not resolved within eight (8) hours of notification to the CSC will be escalated for assistance by other subject matter experts or Hart functional area supervisor/manager to determine next steps.

(c) Client will be notified of the current status and projected closure target on each unresolved CSR, which will be tracked and reported until resolved.

3.7 Remote Diagnostics. The CSC consultant, subject matter expert, PSM, or other Client support personnel may utilize remote dial-in capability to assist with system diagnosis and/or corrective action. Client direct participation may or may not be required during remote dial-in operations. However, in either case, all use of remote dial-in capability will be coordinated with the Client in advance.

3.8 Supplements and Custom Programming are Excluded.

(a) From time to time, Hart may make available computer programs that are compatible with the Hart Proprietary Software and that supplement the Hart Proprietary Software. Also, third parties may make available computer programs that are compatible with the Sublicensed Software and that supplement the Sublicensed Software. SUPPLEMENTS ARE NOT LICENSED OR SUBLICENSED UNDER THE LICENSE AGREEMENTS AND WILL NOT BE PROVIDED WITH MAINTENANCE RELEASES. Subject to availability and compatibility, Client may

license or sublicense supplements by written amendment to such License Agreements. All licenses and sublicenses of supplements will include additional charges.

(b) Maintenance services do not include custom programming.

3.9 Hart Proprietary Software Maintenance and Support. The terms of this section apply to maintenance of Hart Proprietary Software.

(a) Client's designated PSM will manage delivery of Hart Proprietary Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance releases will be deployed on an "as-required" basis as determined by Hart. Maintenance releases for Hart interface programs and/or supplementary applications, that are not part of the main application (e.g., interfaces with mainframe programs, index or image conversion programs, export programs, etc.), will also be developed and deployed on an "as required" basis as determined by Hart.

(c) Hart may include, at its sole discretion, in its maintenance releases, software modifications, and enhancements, which enhance the functionality of the software.

(d) Release notes will be provided simultaneously with delivery of the release to Client to include all issues and corresponding resolutions contained in the maintenance release.

(e) Client may submit recommended software application enhancements to be considered for inclusion in future software maintenance releases.

(f) Hart reserves the right to decline acceptance of software modifications recommended or requested by Client. Hart also reserves the right to determine the conditions under which approved modifications will be delivered.

(g) Hart Proprietary Software maintenance includes the correction of material defects, malfunctions, or failures that result in the Hart Proprietary Software failing to perform substantially according to the performance specifications provided by Hart when used properly under normal use and conditions.

(i) Client shall fully inform Hart immediately of any such defects, malfunctions or failures. [Upon receipt of such notice, Hart will commence to fix or replace the Hart Proprietary Software or provide a suitable workaround, as herein provided. Hart will make a good faith effort to provide the fix, replacement, or

Hart InterCivic, Inc.
Service Level Agreement

workaround as soon as is reasonably possible, taking into consideration the applicable Severity level.].

(ii) Client shall provide Hart with a list of output and any other data, including databases and backup systems, that Hart reasonably may request to reproduce operating conditions similar to those present when the error occurred.

(iii) Client shall provide Hart and its agents access to all Client's facilities, hardware, personnel, and data, physically at the hardware site and, if requested by Hart, through modem telephone connection, to permit Hart to perform its maintenance services.

(h) Hart Proprietary Software maintenance includes any updates to the Hart Proprietary Software developed by Hart. Updates consist of any enhancements, corrections, modifications, and additions to the Hart Proprietary Software. Use of updates with or in place of the Hart Proprietary Software will be fully governed by and subject to the terms of the applicable License Agreements and this Description of Maintenance Services. Any portion of the Hart Proprietary Software replaced by updates, and all copies thereof, will be destroyed (with certification of destruction provided to Hart) or returned to Hart, at Hart's option.

3.10 Non-Hart Sublicensed Software Maintenance and Support. The terms of this section apply to maintenance of Sublicensed Software. Hart does not provide maintenance of any other non-Hart software.

(a) Client's designated PSM will manage delivery of Sublicensed Software maintenance releases or updates in accordance with the provisions of the applicable License Agreements and this Description of Maintenance Services.

(b) Maintenance of Sublicensed Software will be accomplished on an "as required" basis as determined by Hart and the software licensor.

(c) Sublicensed Software maintenance will be provided only to the extent offered by the licensor of the Sublicensed Software. Hart will not be responsible for any software programming with respect to the Sublicensed Software or for software fixes or replacements except to the extent available from the licensor.

(d) Client shall fully inform Hart immediately of any defects, malfunctions, or failures in the Sublicensed Software. Upon receipt of such notice, Hart will contact the licensor and seek a fix or replacement of the Sublicensed Software. Client shall provide Hart and the licensor with a list of output and any other data, including databases and backup systems, that Hart reasonably may request to reproduce operating conditions similar to those present when the error

occurred. Client shall provide Hart, the Licensor, and their agents access to all Client's facilities, hardware, personnel and data, physically at the hardware site and, if requested by Hart, through modem telephone connection, to permit Hart and the licensor to perform the maintenance services.

(e) If a Sublicensed Software failure occurs, Hart will make a good faith effort to obtain a fix, replacement, or suitable workaround of the Sublicensed Software from the Licensor as soon as is reasonably possible, taking into consideration the applicable Severity level.

(f) Sublicensed Software maintenance includes any updates to the Sublicensed Software developed by the Licensor and that are made available to the Client. Updates consist of any enhancements, corrections, modifications, and additions to the Sublicensed Software. Use of updates with or in place of the Sublicensed Software will be fully governed by and subject to the terms of this Service Level Agreement. Any portion of the Sublicensed Software replaced by updates, and all copies thereof, will be destroyed (with destruction certified to Hart) or returned to Hart, at Hart's option.

3.11 Exclusions. Hart will not provide maintenance or support of any hardware or non-Hart software (unless it is Sublicensed Software or hardware purchased directly by Hart which is still under manufacturer's warranty).

3.12 Other Services. Any additional support and professional services will be under a separate Services Agreement and will be priced and billed as provided for in the Services Agreement, in addition to the Annual Maintenance/ Support fees.

4. LEVEL TWO – OPTIONAL EXTENDED SUPPORT.

4.1 Selection of Optional Service Level. Level TWO, Optional Extended Support, is optional and will only be provided if selected by Client.

4.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of Service, are provided and apply in Level TWO, Optional Extended Support.

4.3 Semi-Annual System Tuning and Site Visitation. Hart support technicians will perform the following system tuning and monitoring in conjunction with two semi-annual site visits.

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review

Hart InterCivic, Inc.
Service Level Agreement

and evaluate log files, and remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply; modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image stored on server.

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided pursuant to maintenance services.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(v) **Other Services.** Any additional support and professional services will be mutually agreed and performed under a separate Service Agreement and will be priced and billed as provided for in the such agreement, in addition to the fees charged for Level TWO, Optional Extended Support.

(b) Scheduling.

(i) Client's designated PSM will coordinate and schedule system tuning and site visits with Client.

(ii) The initial site visit should be accomplished within six (6) months of the effective date of an agreement to provide Level TWO maintenance services. The PSM and Client will schedule subsequent semi-annual site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

4.4 Semi-Annual Report of Client CSC Activities.

(a) The CSC staff will produce semi-annual reports concerning Client's interaction with the CSC.

(b) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of support requested, CSR response and problem resolution performance, and Client satisfaction.

5. LEVEL THREE - OPTIONAL EXTENDED SUPPORT.

5.1 Selection of Optional Service Level. Level THREE, Optional Extended Support, is optional and will only be provided if selected by Client.

5.2 Basic Level of Service, Level ONE Included. All of the maintenance services and related terms stated in Section 3 and included in Level ONE, Basic Level of

Service, are provided and apply in Level THREE, Optional Extended Support.

5.3 Quarterly System Tuning and Site Visit. Hart support technicians will perform the following system tuning and monitoring in conjunction with four (4) quarterly site visits;

(a) Scope of Work.

(i) **Database Maintenance.** Evaluate free space, assign additional disk space (as required), review and evaluate log files, and remove unneeded (clean up) log file information.

(ii) **Hardware (Server) Maintenance.** Perform system performance diagnostics; review setup and procedures for system backup; run tape drive diagnostics; clean tape drive read-write heads; test restore from backup; check uninterrupted power supply; modem/dial-in capability, heat sink and cooling fan; check all server cable connections and performance of server monitor and input devices; and test PC restore from ghost image (stored on server).

(iii) **Install Software Maintenance Releases or Updates.** As time and resources permit, install software releases provided under this Service Level Agreement.

(iv) **Documentation.** Produce a report of the tasks accomplished and the results achieved/observed.

(v) **Other Services.** Any additional support and professional services will be under a separate Services Supplemental Agreement and will be priced and billed as provided for in the Services Supplemental Agreement, in addition to the fees for Level THREE, Optional Extended Support.

(b) Scheduling.

(i) Client's designated PSM will coordinate and schedule system tuning and site visits with Client.

(ii) The initial site visit should be accomplished within two (2) months of the effective date of an agreement to provide Level THREE maintenance services. The PSM and Client will schedule subsequent quarterly site visits jointly.

(iii) When possible, system tuning and site visit work will be accomplished during Client's normal business hours.

5.4 Quarterly Report of Client CSC Activities.

(a) The CSC staff will produce quarterly reports concerning Client's interaction with the CSC.

(b) Reports will include: number of CSRs initiated by Client, status of CSRs, trends in type of

Hart InterCivic, Inc.
Service Level Agreement

support requested, CSR response and problem resolution performance, and Client satisfaction.

6. EXCLUSIONS

SECTIONS 3.8 AND 3.11 OF THIS DESCRIPTION OF MAINTENANCE SERVICES AND CERTAIN SECTIONS OF THE LICENSING AGREEMENTS LIMIT THE MAINTENANCE SERVICES TO BE PERFORMED BY HART.

7. CLIENT RESPONSIBILITIES.

7.1 Systems Operation. Client retains responsibility for the day-to-day management of the system and software, including the backup system.

7.2 Specific Responsibilities. Client is responsible for its obligations under the Licensing Agreements and the following items:

(a) **Client Contact Point ("CCP").** Client will designate, in writing, a primary and at least one (1) alternate Client Contact Point who will serve as the primary interface between Hart's support team and Client. The responsibilities of the CCP include the following:

(i) Provide Client contact information and inform Hart of any changes before they occur.

(ii) Insure basic troubleshooting and a complete analysis of system problems using internal Client resources prior to referring a problem to Hart.

(iii) Before submitting a support request to the CSC, gather and record the information needed to fill out a CSR.

(iv) Contact the CSC and provide the CSR information and any amplifying data to the CSC consultant.

(v) Coordinate Client activities required to assist the CSC in resolving the problem.

(vi) Serve as a liaison and primary point of Client contact for the PSM.

(vii) Complete Change Request Forms and provide them to the PSM to initiate system or software modifications.

(viii) Insure a Purchase Order (PO) or other suitable form of Client financial obligation authorization is generated and approved prior to requesting additional support not specifically included in the maintenance service level purchased pursuant to the License Agreements.

(b) **System Access, Security, and Software Licenses.**

(i) Client will insure that appropriate primary and alternate means are available for Hart support personnel to gain remote dial-in access to Client's system (when appropriately coordinated with Client).

(ii) Client will maintain system passwords and will notify Hart, prior to implementation, of any changes that may affect Hart's ability to provide support under the License Agreements and this Description of Maintenance Services.

(iii) Client will maintain a record of all user workstations running any portion of the licensed or sublicensed software (including any associated Internet applications). Client will provide this information to Hart upon request and will advise Hart of any changes in the system that affect the currency of this information.

[Signature Page Follows]

Hart InterCivic, Inc.
Service Level Agreement

This Service Level Agreement is entered into pursuant to the terms and conditions of the Application Software License Agreement and the Software Sublicense Agreement dated by and between Hart InterCivic, Inc. (formerly known as Hart Information Services, Inc.) and

The parties hereto have duly executed this Agreement on this 28th day of June 2005, (the "Effective Date").

Service Level Selection: **LEVEL ONE**

Annual Fee in addition to current Software License and Sub-License & Maintenance Fees:

First year maintenance fees included in software license fee.

Second year maintenance fees of \$19,205.40 (Year 2).

Term: **Twenty-four (24) months from Effective Date**

Terms of Payment: Annual fee for Year 2 is due in full upon the first anniversary of the Anthem system "go-live."

HART INTERCIVIC, INC.

By: 

Print name: Ted Simmonds

Title: Vice President and ~~Chief Executive Officer~~
CFO

By: 

Print name: Michael D. Brown

Title: County Judge

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**Hart Anthem
Software Implementation**

***Tom Green County
Office of the County Clerk***

Statement of Work



**Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, Texas 78728
(512) 252-6400**

June 28, 2005

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Table of Contents

1 PROJECT SUMMARY 4

2 PROJECT IMPLEMENTATION 5

2.1 PURPOSE STATEMENT..... 5

2.2 SCOPE STATEMENT..... 5

2.3 ANALYSIS PHASE – BUSINESS PROCESS ANALYSIS 5

2.4 IMPLEMENTATION DELIVERABLES 6

2.5 STAKEHOLDERS..... 12

3 TRAINING STRATEGY AND PLAN 14

3.1 TRAINING STRATEGY 14

4 CONVERSION STRATEGY 14

4.1 PHASE ONE INDEX CONVERSION 15

4.2 PHASE TWO INDEX CONVERSION – RECENT DATA 15

4.3 PHASE ONE IMAGE CONVERSION 16

4.4 PHASE TWO IMAGE CONVERSION..... 16

5 PROJECT CONTROL PROCESSES AND PROJECT MANAGEMENT PROCEDURES..... 17

5.1 COMMUNICATIONS PLAN 17

5.2 PROJECT STATUS MEETINGS 17

5.3 LOCATION OF PROJECT DOCUMENTS, DELIVERABLES AND FILES 17

5.4 ISSUE TRACKING AND RESOLUTION PROCEDURES 17

5.5 CHANGE MANAGEMENT PROCESS..... 18

5.6 RISK CONTINGENCY OUTLINE..... 19

ATTACHMENT 1 - TRAINING PLAN EXAMPLES..... 21

ATTACHMENT 2 - COMMUNICATION PLAN 23

ATTACHMENT 3 – ISSUE LOG..... 24

ATTACHMENT 4 - CHANGE REQUEST FORM 25

1 Project Summary

Project:	Anthem Implementation
Project Site:	Office of the County Clerk Tom Green County Courthouse 124 West Beauregard San Angelo, TX 76903-5850
Client Contacts:	Hon. Elizabeth McGill, County Clerk (325) 659-6553 Mr. Gary Monico, Chief Deputy and County Project Manager (325) 659-6553
Target Date of Implementation:	First Quarter CY 2006 (Based on project signing in June 2005 and contingent on mutually agreed project scheduling and resource availability)
Scope:	Detailed Analysis, Hardware Installation, Software Implementation, Software Configuration and Testing, Index and Image Conversion, Training, and On-Site Support
Technology:	<p>Hardware</p> <p>Tom Green County will purchase new hardware through Hart, to augment County purchased equipment in the Clerk's office. The specific hardware deliverables from Hart are listed in the contract, with hardware specifications and warranties listed in Section 2.4 of this document.</p> <p>Software</p> <p>Tom Green County will receive the standard Texas State configuration of the Hart Anthem software. The specific software deliverables are listed in the contract and in Section 2.4 of this document. Deliverables outside the current functionality of the standard Anthem suite may be subject to additional development and configuration. Any changes or additions to these deliverables after BPA and contract sign off will need to adhere to Change Management Process.</p>

2 Project Implementation

2.1 Purpose Statement

The purpose of this project is to implement the Hart Anthem solution into the Tom Green County Clerk's office. The software will replace the existing ACS & TSG systems and automate many manual processes, simplifying the workflow process. The Hart Anthem software implementation project will facilitate the installation of the most recent functionality of the Texas configuration of the Anthem software (as seen in Tarrant, Fort Bend and Jefferson Counties) into the Tom Green County process scheme. The installation includes:

- Anthem Platform (including Official Public Records Module)
- Uniform Commercial Code (UCC) – Contained within the OPR Module
- Marriage Module
- Vitals (Birth and Death) module
- Commissioner's Court
- Military Discharge (DD-214)
- Export / Archive Module
- Browser-based Public Access module (including internet/eCommerce)

The project will span two to three months, and will be administered in the following phases:

- Detailed Analysis and Planning
- System Configuration
- Specialized Training
- Implementation
- On-Site Support

2.2 Scope Statement

This project is responsible for the Hart Anthem solution installation and on-site support. Specifically this project entails:

- The specification, consultation, some configuration and installation of necessary hardware
- Configuration and installation of necessary software
- Conversion of County index data and images, extracted by County
- Establishment of a process for system backup
- Instruction/training of County staff
- On-site support within the terms of the agreement.

2.3 Analysis Phase – Business Process Analysis

Hart InterCivic uses the Business Process Analysis to help customers prepare to move from a legacy system (automated or manual) to Hart InterCivic's Anthem system. This practice significantly augments the County's understanding of the proposed software, as well as Hart InterCivic's understanding of the County's process.

In order for a project to be successful, all stakeholders need to understand the current and proposed business processes. Once this information has been exchanged, potential areas for concerns can be identified. The early identification of these issues will dramatically increase the potential for completing the project on time and within budget.

On-Site Analysis. The first part of Hart InterCivic's Business Process Analysis is gathering basic information about a customer's current method of conducting business. A Hart InterCivic Senior

Consultant will visit the site in order to understand how documents pass through the office and to establish a relationship with the users. In many cases, this Consultant will also provide application training and on-site support later in the project.

During the site walk-through, the Consultant will note the current recording process and document workflow and may gather supporting document samples. An Anthem Localization and Configuration worksheet will be provided and should be completed during the analysis phase.

In addition to the onsite walk-through, a project manager will assess risk and take care of any administrative items required for the day-to-day running of the project, through an introductory onsite visit or conference call with the County.

Documentation. There are four specific deliverables delivered to the County based on the data gathered during the on-site visit:

- Completed Anthem Localization and Configuration Worksheet
- Variance Analysis
- Project Execution Plan
- Final Project Schedule

The Anthem Localization and Configuration worksheet will be utilized for software configuration and testing later in the project. Additional information gathered during the onsite walk-through may also be utilized for this purpose.

The Variance Analysis describes variances between current processes and the Anthem system, and can include both application and procedural issues. Each variance is detailed by describing the current feature or process, describing how that same feature/process is supported or handled within Anthem, explaining the impact of the variance to the County, and providing a recommendation for managing the variance. The Variance Analysis is subsequently reviewed by the County and the Hart Project and Support Manager (PSM) to determine whether recommendations are acceptable or if further research or modifications are necessary. Modifications will be documented and executed via the Change Management process.

The Project Execution Plan and Project Schedule summarizes the requirements, deliverables, roles and responsibilities associated with the project, and contains task and scheduling information. A sample project schedule supporting the Tom Green County Anthem project is included at the end of this section. The project schedule included within this proposal is a typical schedule and will be localized according to contract signing dates.

2.4 Implementation Deliverables

Deliverables refer to what a project is to produce. With this Hart Anthem implementation project, the deliverables fall into seven categories: Hardware Deliverables, Software Deliverables, Hart Anthem Deliverables, Training Deliverables, Data/image Conversion Deliverables, Documentation Deliverables, and Project Management Deliverables.

Hardware Deliverables

All Hardware may be purchased from Hart, or may be sourced, with recommendations from Hart, by Tom Green County. The County should confirm that all existing (not to be replaced) hardware meets the minimum requirements as outlined in the Hart proposal.

In addition to the hardware already in place in the Clerk’s office, Hart recommends the following equipment to be installed to meet the goals of the project:

DELL	QUANTITY: 1 Tom Green County	Application/Database/Image Server
Base Unit:	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus for PowerEdge 2800 (221-5955)	
Processor:	2.8GHz/1MB Cache, Xeon, 800MHzFront Side Bus 2nd processor for PowerEdge 2800 (311-3946)	
Memory:	2GB DDR2 400MHz (2X1GB) Single Ranked DIMMs (311-3590)	
Keyboard:	No Keyboard Option (310-3281)	
Monitor:	No Monitor Option (320-0058)	
Hard Drive:	73GB,U320,SCSI,11N 15K;PE2800 (341-1291)	
Hard Drive Controller:	PERC4/DC, 2 Internal Channels 0 External Channels (341-1283)	
Floppy Disk Drive:	1.44MB Floppy Drive (341-1307)	
Operating System:	W2K3 Server Standard Edition, 5 Client Access Licenses, English for PowerEdge (420-4042)	
Mouse:	Mouse Option None (310-0024)	
NIC:	Dual On-Board NICS ONLY (430-8991)	
TBU:	PV110T, LTO-2, 200/400GB, withController, Internal (341-1374)	
CD-ROM or DVD-ROM Drive:	24X IDE CD-ROM (313-2700)	
Sound Card:	Rack Bezel for PE2800 (313-2696)	
Speakers:	2X4 Split Backplane,PE2800 (311-4064)	
Documentation Diskette:	Electronic Documentation and OpenManage CD Kit, PE2800 (310-5476)	
Additional Storage Products:	73GB,U320,SCSI,11N 15K;PE2800 (341-1291)	
Controller Option:	Controller Card,SCSI,39160, Internal/External,U3,Low Voltage Differential (340-2191)	
Feature	AR1AR5/N Split Backplane Drives att. to RAID card, RAID1, RAID 5 (341-1343)	
Feature	Rack Chassele w/Rapid Rails forDell, HPQ or other Square HoleRacks, PE2800 (310-5489)	
Feature	RACK CHASSIS,PE2800 (310-5466)	
Service:	Type 2 Contract - Same Day 4-Hour 7x24 Parts and Labor On-Site Response, Initial Year (900-6810)	
Service:	Type 2 Contract-Same Day 4-Hour 7x24 Parts and Labor On-site Response,Four Years (900-4494)	
Installation:	On-Site Installation Declined (900-9997)	
Misc:	Redundant Power Supply with Y-CORD and Dual Cords for PE2800 (310-5561)	
Misc:	4X146GB 10K RPM Ultra 320 SCSIHard Drive (341-1453)	
Misc:	Tape Media for LTO-2, 200/400GB, 5 Pack (340-8693)	
Misc:	Tape Media for LTO-2, 200/400GB, 5 Pack (340-8693)	
Misc:	Tape Media for LTO-2, 200/400GB, 5 Pack (340-8693)	
Misc:	Tape Media for LTO-2, 200/400GB, 5 Pack (340-8693)	

DELL	QUANTITY: 1 Tom Green County	Web Server
Base Unit:	2.8GHz/1MB Cache, Xeon 800MHz Front Side Bus for PowerEdge 1850 (221-5193)	
Processor:	No Second Processor (311-3578)	
Memory:	1GB DDR2 400MHz (2X512MB) Single Ranked DIMMs (311-3586)	
Keyboard:	No Keyboard Option (310-5017)	
Monitor:	No Monitor Option (320-0058)	
Video Memory:	Riser, No ROMB with PCI-X PE1850 (320-3865)	
Hard Drive:	73GB, U320, SCSI, 1IN 10K; PE1850 (341-0852)	
Hard Drive Controller:	PERC4/SC Internal (341-1458)	
Floppy Disk Drive:	1.44MB Floppy Drive (341-0840)	
Operating System:	W2K3 Server Standard Edition, 5 Client Access Licenses, English for PowerEdge (420-4042)	
Mouse:	Mouse Option None (310-0024)	
NIC:	Dual On-Board NICS ONLY (430-8991)	
CD-ROM or DVD-ROM Drive:	24X IDE CD-ROM (313-2424)	
Sound Card:	Bezel for PE1850 (313-2421)	
Documentation Diskette:	Electronic Documentation and OpenManage CD Kit, PE1850 (310-5218)	
Additional Storage Products:	73GB, U320, SCSI, 1IN 10K; PE1850 (341-0858)	
Feature	AR1, Add-In RAID 1 (310-5221)	
Feature	Rack Chassis w/Rapid Rails for Dell, HPQ or other Square Hole Racks, PE1850 (310-5668)	
Service:	DECLINED CRITICAL BUSINESS CRITICAL SERVER OR STORAGE SUPPORT PACKAGE-CALL YOUR DELLSALES REP IF UPGRADE NEEDED (960-1305)	
Service:	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Initial Year (902-2650)	
Extended Service:	Type 2 Contract Same Day 4HR Parts and Labor On-Site Response, Four Years (900-0784)	
Installation:	On-Site Installation Declined (900-8997)	
Misc:	Non-Redundant Power Supply PE1850 (310-5214)	

DELL	QUANTITY: 7 Tom Green County	Standard Workstation
Base Unit:	OptiPlex GX280, Small Minitor Celeron D 325/2.53GHz, 256KB Int Broadcom Gigabit NIC 533FSB (221-6908)	
Memory:	256MB, Non-ECC, 400MHz DDR2 1x256, OptiPlex GX280 or SX280 (311-3676)	
Keyboard:	Dell USB Keyboard, No Hot Keys OptiPlex (310-5247)	
Monitor:	No Monitor Selected, OptiPlex (320-3704)	
Video Card:	128MB ATI Radeon X300 Graphics Card with DVI/VGA Cables, Full Height, OptiPlex GX280 (320-4037)	
Hard Drive:	40GB SATA 7200RPM, Hard Drive, Dell OptiPlex GX280 and SX280 (341-0904)	
Floppy Disk Drive:	3.5 Inch, 1.44MB, Floppy Drive Dell OptiPlex GX270 and GX280 Small Desktop or Minitor (340-8733)	
Operating System:	Windows XP Professional Service Pack 2, with Media, Dell OptiPlex, English, Factory Install (420-4850)	
Mouse:	Dell USB 2-Button Optical Mouse with Scroll (310-4126)	
CD-ROM or DVD-ROM Drive:	48X CD-ROM, EIDE, Small Desktop or Minitor, Dell OptiPlex GX280 (313-2484)	
Speakers:	Internal Chassis Speaker Option, Dell OptiPlex GX280 Small Desktop or Minitor (313-2496)	
Documentation Diskette:	OptiPlex Resource CD (313-7168)	
Factory Installed Software:	Energy Star Labeling for OptiPlex (If applicable) (310-4721)	
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (900-6830)	
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2 Year Ext (900-8204)	
Installation:	Standard On-Site Installation Declined (900-8987)	
Misc:	Mouse Pad (310-3559)	

DELL	QUANTITY: 1	Tom Green County	Workstation with CD-Rewriteable
Base Unit:		OptiPlex GX280, Small Minitower	Celeron D 325/2.53GHz, 256KB Int Broadcom Gigabit NIC 533FSB (221-6908)
Memory:		256MB, Non-ECC, 400MHz DDR2 1x256	OptiPlex GX280 or SX280 (311-3676)
Keyboard:		Dell USB Keyboard, No Hot Keys	OptiPlex (310-5247)
Monitor:		No Monitor Selected	OptiPlex (320-3704)
Video Card:		128MB ATI Radeon X300 Graphics	Card with DVI/VGA Cables, Full Height, OptiPlex GX280 (320-4037)
Hard Drive:		40GB SATA 7200RPM, Hard Drive	Dell OptiPlex GX280 and SX280 (341-0904)
Floppy Disk Drive:		3.5 Inch, 1.44MB, Floppy Drive	Dell OptiPlex GX270 and GX280 Small Desktop or Minitower (340-8733)
Operating System:		Windows XP Professional Service Pack 2, with Media	Dell OptiPlex, English, Factory Install (420-4850)
Mouse:		Dell USB 2-Button Optical Mouse with Scroll	(310-4126)
CD-ROM or DVD-ROM Drive:		48X/32X/48X CD-Rewriteable Drive	Dell OptiPlex GX280 Small Desktop or Minitower (313-2485)
Speakers:		Internal Chassis Speaker Option	Dell OptiPlex GX280 Small Desktop or Minitower (313-2496)
Documentation Diskette:		OptiPlex Resource CD	(313-7168)
Factory Installed Software:		Energy Star Labeling for OptiPlex (if applicable)	(310-4721)
Service:		Type 3 Contract - Next Business Day Parts and Labor On-Site Response	Initial Year (900-8630)
Service:		Type 3 Contract - Next Business Day Parts and Labor On-Site Response	2 Year Ext (900-8204)
Installation:		Standard On-Site Installation Declined	(900-9987)
Misc:		Mouse Pad	(310-3559)

Other	QUANTITY: 1	UPS
Smart UPS 1500		Uninterrupted Power Supply, rack mount

Canon	QUANTITY: 1	Tom Green County	Scanner
Canon 6080		Canon 6080	
Adrenaline PCI Kofax Card		650i	
Kofax Cable		SC-1026	
Warranty		3 year extended warranty	

Fujitsu	QUANTITY: 1	Tom Green County	Scanner
Fujitsu fi4210C		Fi4120 Scanner	
Adrenaline S PCI Kofax Card		650i	
Kofax Cable		SC-1026	
Warranty		3 year extended warranty	

Cashiering Hardware	QUANTITY: 2	Cash Station Hardware
APGE Series 100		Full Size Cash Drawer, replacement warranty
Ithaca POS1500		Inkjet Receipt Printer, replacement warranty
Eltron TLP 2844		Thermal Label Printer, replacement warranty

Monitors	QUANTITY: 3	20.1" Flat Panel LCD
Dell 20.1"		20.1 Flat LCD w/ 1600x1200 Resolution
		3 year warranty

Monitors	QUANTITY: 2	19" Flat Panel LCD
Dell 19"		19" Flat LCD w/out 1600x1200 Resolution
		3 year warranty

Monitors	QUANTITY: 10	19" CRT
Dell 19"		19" CRT w/ 1600x1200 Resolution
		3 year warranty

Printers	QUANTITY: 1	
HP 4250N		HP 4250 Printer, 3 year extended warranty
HP 1320N		HP 1320 Printer, 3 year extended warranty

Detailed pricing for this equipment can be found in the eGOVERNMENT INTEGRATED SYSTEM INSTALLATION SUPPLEMENTAL AGREEMENT

The County is responsible for adequate network connectivity, all wiring required for hardware as well as the protection of wiring from any damage. Hart recommends running all imaging and database servers on dedicated switched 100mbs Ethernet connections to the desktop.

Public Access will use 3 existing workstations and monitors and an additional 4 existing workstations and monitors will continue to be used by staff. The configuration of these workstations will need to be confirmed by Hart System Engineer during a Technical Environment walk through.

Software Deliverables

Application Software	Anthem Workflow for Official Public Records	12	12 Transactional Users for OPR, Marriage, Vitals. Unlimited users for Public Access.
Database Software	SQL Server	Unlimited	One single-processor license
Imaging Engine	Hart Imagen	12	
Image Viewer Software	Lead Tools, Java Viewer for Public Access	12 Lead Tools; 2 Java Viewer licenses	Java viewer licenses needed for each instance of Public Access (one for internal users, one for external users)
Server Operating Software	Windows 2003	2	
Workstation Operating Software	Windows XP	12	
Backup Software	ArcServe	na	County using existing software
Reporting Software	Seagate Crystal Reports Software – Professional Version	2	

Hart Anthem Software Deliverables

The Hart Anthem deliverables are those that are outside the current functionality of the Texas State Hart Anthem software and require additional development or configuration. Both Hart and the County will mutually agree upon these deliverables. The Hart Anthem software, as documented in the Hart Anthem BPA, and mutually accepted Variance agreement constitute the complete and full list of functionality for this project. These deliverables will be those included in the contract. Any changes or additions to these deliverables after BPA and contract sign off will need to adhere to Change Management Process (see section 5.5).

Training Deliverables

On Site Training: 1 Week

On Site Support after Go-Live: 5 Days

Each student will be provided with a student-training guide and appropriate documentation for all classes. Training includes the following topics:

- **Windows Overview/Workstation Training** (only brief refresher, if needed)
- **PC and Peripheral Hardware Training** (i.e. troubleshooting common error messages, booting and shutdown of workstations; only brief refresher, if needed)
- **Hart Application Training:**
 - Introduction, Search, Customer Service, Payment Collection, Document Reception, Cashiering, Indexing, Index Verification, Scanning, Image Verification, Reports, Print Administration, Receipt Adjustment for appropriate security levels.
 - Real Estate Records (OPR), Uniform Commercial Code (UCC), Marriage Module, Birth and Death Modules, Assumed Names and Military Discharge.
 - Application Administrator Training (code table maintenance, user ID and workstation setup and security, Internet account setup)
 - Public User and Internet Module Training
- **Server Backup Training** – Review and Recommendations for backing up the system (for in depth training, the County may wish to receive additional training direct from the vendor)
- **Crystal Reports Training** - Basic introduction and running reports (for in depth training on report creation and database connectivity, the County may wish to receive additional training direct from the vendor)

Conversion Deliverables

Hart will convert the following data and images from the legacy system into the new system. The County will provide extractions for both the data and images, with Hart instruction. Conversion does not include any data cleansing.

- **Phase One:** Hart will convert the OPR (Deed Records) data from the beginning of the records in the ACS system to a cut off date at the beginning of implementation. Hart will convert the Vitals and Marriage data from TSG in a similar procedure.
- **Phase Two:** Hart will convert the data and images from the above cut off date to the last documents recorded on the legacy system during Go-Live weekend.

Documentation Deliverables

The following documentation will be delivered on a CD-ROM disc by end of on-site support phase.

- **End User Documentation** – Standard workflow application documentation for County employees and public users. Addresses the following topics: System introduction/overview, Operating instructions for the user level system modules, Public User Guides.
- **System Administration Documentation** – Standard workflow application documentation for System Administrators. Addresses the following topics: Security setup (groups, users, workstations,

auditing), Managing the workflow (monitoring and redistributing work), reports, code table and fee maintenance.

- **Technical Documentation** – Standard system reference materials and all third party software supplied documents, including: Vendor supplied information on 3rd party software, shutdown and startup procedures for the servers and database, description of the basic disk structure for the servers, basic database maintenance procedures for the Hart Anthem system, system backup procedures (monitoring and managing the workflow system backup operations and tape rotations), procedures for the creation of an emergency repair disk for server emergency recovery, client setup for Hart Anthem application software.
- **Training Materials** – Class Documents (Operating instructions for the system modules), Quick Reference instruction sheets, System hotkey lists.
- **Project Management Documentation** – BPA documents, Project Execution Plan, meeting minutes, status reports, and project schedules.

Project Management Deliverables

- Project Execution Plan, Project Schedule
- Meeting Minutes / Status Reports
- Change Requests
- Risk Management, Issue Log
- Responsibility Matrix
- Updated Project Plans

2.5 Stakeholders

County Project Sponsor – Hon. Elizabeth McGill, County Clerk

The Project Sponsor is the individual who provides the authority necessary to implement the project and accept billing milestones.

Responsibilities include:

- Reviews milestone acceptance criteria and acknowledges completion
- Final decision making authority of County/project issues

County Project Manager – Mr. Gary Monico, Chief Deputy

The Project Manager is the individual who monitors the project schedule and ensures success. The Project Manager will act as the liaison between the County and Hart InterCivic.

Responsibilities include:

- Facilitates issue resolution and change management
- Resolves County process and procedure issues
- Involved in key system design activities, especially as they relate to County infrastructure
- Facilitate access to key County application personnel
- Coordinates and oversees County responsibilities
- Assigns County personnel to project tasks that are the County's responsibility

Hart Project Manager – Christopher Lyons or Chance Campbell, Project and Support Managers, Hart InterCivic

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

Responsibilities include:

- Provide overall project direction and guidance
- Ensure that the project meets County and Hart objectives and standards
- Assist the County Project Sponsor/Manager in ensuring that the project meets the expectations of County management
- Provide guidance in developing strategies and procedures required to accomplish deliverables
- 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 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.

Hart Executive Sponsor – Mr. Matt Walker, Vice President eGovernment Solutions Group Hart InterCivic

The Executive Sponsor will act as the project sponsor and a point of escalation.

Responsibilities Include:

- Monitor progress of overall project objectives
- Act as a point of escalation for the Hart Project Manager and Tom Green County

Hart Implementation Team

Functional Lead – Ms Kay Kennemer, Hart Product Manager

Responsibilities include:

- Provide supervision and guidance of Professional Services Consultants in creation of business analysis documents

Hart Consultants

The Consultant responsibilities include:

- Conduct Business Process Analysis at County site and develop BPA deliverables
- Work with County to develop formal training plan
- Train County employees
- Provide support on date of implementation (“Live Day”) and train public users
- Provide on-site support following date of implementation

Hart System Engineers

Responsibilities Include:

- Manage/supervise delivery and installation of system hardware (working with County IS team)
- Perform configuration of servers and workstations, in coordination with County personnel
- Test configuration of system

Hart Development Specialists

Responsibilities Include:

- Installation of Software to server
- Conversion of Hart Anthem index data and images
- Design, code and test additional County requirements
- Installation of localization requirements
- Testing of Hart Anthem software

3 Training Strategy and Plan

All user training will include a combination of instructor lecture, hands-on instruction and practice using the requisite system hardware and applications. Each user will receive an overview of how to navigate within the appropriate software operating system and attend specially tailored sessions on the use of the Hart Anthem for Official Public Records System. Finally, each user will conduct a thorough hands-on training exercise including all system functions operating together.

Hart InterCivic also recommends the creation of user teams with assigned 'team lead' personnel. Team leads receive in-depth training in most or all areas of the proposed system, and are typically the first level of support for their respective teams in regards to workflow or software related issues. These lead users are encouraged to attend the initial training sessions to allow Hart InterCivic and County management personnel to gauge possible learning curves or deficiencies and adjust training sessions and curriculum as needed. Team leads may then serve the County's post-implementation or follow-up training needs (especially for any cross-training needs).

3.1 Training Strategy

Hart will adopt the following approach to training:

- **Identify Target Audiences** – Not all training will suit every member of the staff. The Lead Training Specialist from Hart will use the findings of the Business Process Analysis and consult with County management to identify the target audience for each class.
- **Determine Personnel Interactions with the new system** – The new system will impact different staff members in somewhat different ways. The Hart training team will tailor individual training sessions to meet the needs of each County employee. County Team Leads will be considered the 'super users' of the new application, and will work with the Hart training team regularly to monitor employee progress throughout training.
- **Training Schedule** – Hart will conduct training for 15-20 County employees. The training schedule will not exceed 1 (1) week (includes 1 week of training and one Parallel Day). Each session shall have no more than 3-4 employees in training. Training will be conducted in the County-designated training area (as determined from the BPA visit). Hardware installation for training will include 5 full workstations (including peripherals), scanners, servers, printers, and any other necessary training equipment. Examples of training plans are included as Attachment 2. The County and Hart trainers will complete these documents jointly during the training preparation stages of the project.
- **Confirm with County Management** – Before proceeding with classes, the Lead Training Specialist will confirm required attendance with appropriate County management. The County shall make employee training a mandatory event, and submit training for only those personnel who are already proficient at performing a similar or parallel legacy process task for the County. An attendance roster will be provided to the County following the completion of training, as well as certificates of completion.

4 Conversion Strategy

It is Hart InterCivic's recommendation that all historical index data be converted prior to going "live" with the new system. Going live with all historical data reduces the dependence on the existing system, and boosts confidence in the new system. Generally, Hart InterCivic processes the data in two phases: Historical data from the previous system will be extracted by the County and converted by Hart for use with the new system. Hart will adopt the following approach in addressing the data conversion.

4.1 Phase One Index Conversion

Hart InterCivic will take extracted data from the beginning of recorded indexes, through the beginning of the project (that the County should make available as soon as possible). This enables Hart InterCivic to begin the process of configuring data conversion programs to analyze and convert the County's older data. This effort can go on concurrently with other project activities.

Hart Responsibilities Include:

- Hart will provide a table of conversion input fields and field definitions for the County to complete and verify (not included in this documentation).
- Hart will convert and load the data to the new system.
- Hart will convert the data "as is" from the county's extraction. Hart is not responsible for any errors, inconsistencies, or omissions in the data.
- Hart will provide conversion exception reports for County review.
- Once the conversion has taken place, the data will be made available to Tom Green County for conversion review.
- Conversion does not include any data cleansing.

Tom Green County Responsibilities Include:

- Tom Green County will extract the data (outside of normal business hours), as defined by Hart's instructions, list of tables, and commands (not included in this documentation).
- A list of any changes to the phase one data (From 1970 to the date first pass conversion takes place) that occur after the extraction will need to be manually maintained by the County and manually corrected by the County in the new Hart system after Go-Live to preserve the data integrity.
- Tom Green County will work with Hart to develop a data mapping document that will determine what data elements from the old system will be imported into the new system. The mapping tables will be mutually agreed upon. Tom Green County will approve the final mapping tables before conversion work can begin.
- Tom Green County will have one week to complete the conversion review and document any findings. If no issues have been documented, Tom Green County will accept the phase one data conversion. Items for the County to review:
 1. Spot-checking data that has not been programmatically changed by Hart. Hart will provide a basic checklist for this task.
 2. Review conversion exception reports as listed above.

4.2 Phase Two Index Conversion – Recent data

The weekend prior to "Live Day" (that will fall on a Monday), Hart InterCivic staff will process the data that was collected during the interim period between the beginning of the project and the "Live Day" weekend. Hart InterCivic will ensure that all index data (and image data, if applicable) will be available to the County on the scheduled live date.

Hart Responsibilities Include:

- During "Go-Live" weekend, Hart will convert the server indexes and image data from the date of the index exports listed in Section 4.1 to current.
- Hart will utilize the previously approved mapping tables, as used in Phase One.
- Hart will provide conversion exception reports.

Tom Green County Responsibilities Include:

- Tom Green County will need to complete Friday's work before final extraction can begin. It is recommended that all records be moved into fully indexed status before extraction. If this cannot be accomplished, then the County should at least get all documents recorded and then stop (do not scan, index, verify, etc.).
- Tom Green County will extract the data in the same manner as phase one. It is suggested that a designated County MIS employee be available (or on-call) for any special needs throughout "Go-Live" weekend.
- It is estimated that the conversion, and data load will take 8-12 hours. At that time, the County will be able to review the phase two conversion.
- The County will review the phase two conversion over the weekend, before "Go-Live" can occur. If no issues have been documented, Tom Green County will accept the phase two data conversion. It is required that the appropriate County personnel be available during this weekend to conduct the review and provide sign off.

4.3 Phase One Image Conversion

Hart will adopt the following approach in addressing the image conversion, using the same two-phased approach as the data conversion.

Hart Responsibilities Include:

- Hart will analyze a select sample of images. This will require uploading of one day's images from each of the indexes (Deed Records, Marriage, etc). Hart will confirm successful running of the migration scripts, validating conversion of the sample.
- Once the County reviews and concurs that this sample is correct, the full conversion will take place no later than one week before Go Live.
- Hart will provide exception image conversion reports.

Tom Green County Responsibilities Include:

- Tom Green County will create and send Hart select sample of images, per Hart's instruction.
- Tom Green County will create and send Hart text files per Hart's instruction.
- Tom Green County will need to have MIS representation available during the conversion effort (see project schedule) in order to complete the image conversion.
- Tom Green County will need to review and confirm that the sample conversion is correct, before continuing.
- Once the conversion is complete, Tom Green County will have one week to complete the conversion review and document any findings. If no issues have been documented, Tom Green County will accept the phase one data and image conversion.

4.4 Phase Two Image Conversion**Hart Responsibilities Include:**

- During "Go-Live" weekend, Hart will load the images as copied by the County from the cut off point of the first phase conversion to current.
- Hart will provide error reports for any image conversion errors.
- Hart will proceed using the same conversion strategy as phase one image conversion.

Tom Green County Responsibilities Include:

- Tom Green County will provide files in the same method used in phase one. It is suggested that a designated County MIS employee be available (or on-call) for any special needs throughout “Go-Live” weekend.
- It is estimated that the conversion and data load will take 8-12 hours. At that time, the County will be able to review the phase two conversion.
- The County will review the phase two conversions over the weekend, before “Go-Live” can take occur. If no issues have been documented, Tom Green County will accept the phase two of the image/data conversion. It is required that the appropriate County personnel be available during this weekend to conduct the review.

5 Project Control Processes and Project Management Procedures

5.1 Communications Plan

In order to keep Tom Green County staff, Project Managers, and the Project Team informed on the progress of the project, a communication plan has been created (reference Attachment 3). The Communication plan specifies:

- When the various meetings take place
- What information the weekly status reports will contain
- Where project documents, deliverables and files are stored

5.2 Project Status Meetings

The County Project Managers, Tom Green County staff, Hart Project Manager, Hart Project team members, and Hart management will meet regularly to update the project’s progress, discuss and approve deliverables, resolve issues, discuss and approve change requests, determine appropriate management actions and ensure the success of the project. The meetings can be conducted on site at County premises, or can take place on a conference call. The Hart Project Manager will handle all arrangements for meetings. The meetings are normally conducted weekly, as determined by the Hart and County Project Managers. The project stakeholders can decide to arrange for alternative times when needed.

5.3 Location of Project Documents, Deliverables and Files

Hard and soft copies of project documents, deliverables, status reports, meeting notes, etc. will be kept by the Hart Project Manager electronically and in project binders.

5.4 Issue Tracking and Resolution Procedures

In the course of the project, issues will arise that will require documentation and resolution. An issue is defined as a problem or an obstacle that prevents the project from progressing or is inconsistent with the requirements of the contract.

Issue Tracking Strategy

- All issues will be logged and maintained by the Hart Project Manager.
- Any issues identified by any member of the County Staff or the Hart Project Team will be reported to the Hart Project Manager.
- The Issues Log (reference Attachment 4) will be made available to each stakeholder upon request.

Issue Resolution

The Hart Project Manager and County Project Manager will assign necessary resources to resolve issues on the Issues Log and report on their progress in each status meeting.

5.5 Change Management Process

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations/goals such as budgets, estimates, and schedules.

A "change of scope" is defined to be a change to any of the following:

- Hardware configuration affecting the performance or capacity of the System
- Third Party software configuration affecting the performance or capacity of the System
- A change in the Application Software configuration
- A change in the form or functionality of the Hart Application Software that deviates from the mutually agreed upon Final Software Requirements (to be signed-off by the County)
- Any other change that could effect the project schedule

The Statement of Work contained in this plan outlines Deliverables, Assumptions, Roles, and Responsibilities. In response to the initial analysis phase (BPA), this formalized Statement of Work and Final Requirements will be mutually agreed upon by Hart and the County and included in the contract; these documents resolve any conflict with the original proposal. In a Hart project it is the responsibility of the Hart Project Manager to manage Scope/Change against the Statement of Work.

Changes to the project, such as delays, changes in scope, change in estimates, etc., will be documented on a Request for Change form (reference Attachment 5). Tom Green County or Hart can initiate these change requests. Cumulative change requests will be documented on a Change Request Summary Log (reference Attachment 4).

The following is a high level overview of the Change Management Process.

Identification of Change of Scope

Either party may suggest that a change in the project's scope is desirable. The party shall then complete a written Request for Change. The party shall identify the nature of the proposed change and reasons for the proposed change.

Hart Evaluation of Change in Scope and Mutual Decision to Proceed

Hart shall evaluate the effect of the change set forth in the Change Request with respect to the feasibility, usability, cost, training, acceptance criteria and implementation date of the project. The results of Hart's evaluation shall be added to and become part of the Change Request. If Hart's evaluation of the request is positive, Hart will propose a specific implementation and specify any additional time and cost necessary for the implementation of the scope change. If Hart's evaluation is negative, Hart will provide their rationale for not recommending the change.

Hart will work jointly with Tom Green County to determine mutual interest in pursuing the Request for Change. Should mutual agreement be reached, Hart shall submit feedback to Tom Green County including impact to timing and cost of implementation and maintenance.

Tom Green County Determination

Tom Green County shall review Change Request and may accept or reject a proposed implementation and any associated added cost or project duration. Hart agrees not to undertake or perform any work described in the Change Request until Tom Green County has accepted Hart's proposed implementation and has committed to the associated cost and schedule changes. Tom Green County will provide Hart with a Purchase Order or Invoice Number accompanying the approved Request for Change. Hart will invoice the customer using the Number provided. Hart will only perform the additional work as it is specifically documented on the Change Request Form. Additional changes can only be considered when additional Change Requests are completed and submitted for evaluation.

5.6 Risk Contingency Outline

A Risk Contingency Outline defines potential risks associated with a project. Its purpose is to provide suggested resolutions ahead of time for the situations that may affect the project timeline and/or budget. By being proactive in identifying possible risk issues and solutions, we can minimize the impact to the project if one of these issues occurs. This document identifies the potential risks and their associated resolutions for the Hart Anthem Project.

Outlined Risks

This list provides a more detailed description of the potential risks associated with this project as well as suggested mitigation. Execution of the suggested mitigation would require approval by the Tom Green County Project Manager and the Hart Project Manager and may increase the cost of the project and/or require added time.

1 Change Control Risks

- 1.1 **Description** - New requirements are identified or requirements emerge from the training sessions that require extensive rework – During the implementation process, new requirements may be found that will require changes to the software. Hands on experience using Hart Anthem in a training environment may expose new requirements.
- 1.2 **Mitigation** - The Change Management Process will be used to process requests for added work to address the new requirements. These may require added time and cost to the project.

2 Staffing Risks –

- 2.1 **Description** – Cross training of all employees cannot be fully completed within the 2 week training period.
- 2.2 **Mitigation** – County Team Leads can cross train at a later date (after Go-Live). Hart reduces amount of employees trained on all aspects of Hart Anthem.

3 Environment Risks

- 3.1 **Description** - Any extensive or reoccurring power outages, down time of the network, County index or image server, and/or phone lines occurring during planned work hours will negatively impact the delivery date and may increase project costs. Any County environmental changes that effect the planned installation of hardware equipment will require more analysis and planning and potentially impact the delivery date and cost of project. Any last minute changes will impact the project. Network performance will affect the new system performance.
- 3.2 **Mitigation** - County addresses system environment requirements early in the project. Begin project by establishing system schedules and buffers. County examines and upgrades floor plans, desk space, network connectivity, power supply, etc. early in the project. County can consult an expert to conduct network diagnostics and bandwidth availability, and replace needed equipment that could improve network performance, such as new routers or switches. Hart recommends running all imaging and database servers on dedicated switched 100mbs Ethernet connections to the desktop.

4 Hart Senior Consultant availability

- 4.1 **Description** - County Consultant's are not available for clarification of business needs - Due to work hours, changing priorities, work overload or re-assignment, the Consultant's may not be available to answer questions about the functional requirements in a timely manner throughout the duration of the project.
- 4.2 **Mitigation** - This may require added time and cost to the project. County should adhere to mandatory training sessions.

5 Performance


- 5.1 **Description** - Performance of delivered system does not meet expectations - The system performance is below acceptable limits for the production environment.
- 5.2 **Mitigation** - Additional Consultant work would be required to analyze the situation and make recommendations. Upgrade hardware or network in order to process faster and handle larger volumes of data. For this to be effective the performance issue must be known early enough to have equipment in place. May require added time and cost to the project.

6 Index and Image Conversion

- 6.1 **Description** - Some Index data is not compatible with Hart Anthem – Legacy data structures may prevent easy import into the Hart Anthem system. Index data may be in a format or on a media that is not easily accessible for delivery. If the original drives can be located, they may be able to read the data from the floppy disk. Difficulty obtaining all index data.
- 7.2 **Mitigation** - The County can identify issues with current data early on and devise a plan to clean up the data. The County is ultimately responsible for the index data. The County can chose to use an outside resource to deal with any realization of this risk. The County will verify all converted data.

Attachment 1 - Training Plan Examples

Customized training plans will be finalized during the implementation phase.

County Name		Training Planner												
Name	Windows/NT	Intro/Srch Cust Svc	Doc Recot	Index/Verify	Scan/QC	UCC	Marriage	Birth Death	DD214	Notary	Rec Adj. Non-Adm	Reports	System Admin	Crystal Reports
Judy Martin	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Lillie Mae Barrett	X	X	X								X			
Linda Cheek	X	X	X	X	X	X	X	X		X	X	X	X	X
Jeanette Chisholm	X	X	X	X		X					X	X		
Ann Edwards	X	X	X				X	X			X	X		
Mary Jane Grimm	X	X	X								X			
Teresa Hiatt	X	X	X				X	X			X	X		
Julie Loving	X	X	X	X		X					X	X		
Lisa Seawell	X	X	X		X		X	X	X		X	X		
Carol Wilson	X	X	X	X	X	X			X	X	X	X	X	X
Regina Gerner	X	X	X								X	X		
# of trainers	1	1	1	1	1	1	1	1	1	1	1	1	1	1
max # seats in class	4	4	4	4	4	4	4	4	4	4	4	4	4	4
# sessions per trainer/day	2	2	2	2	2	2	2	4	8	8	8	8	1	2
max # sessions per day	2	2	2	2	2	2	2	4	8	8	8	8	1	2
Total # of trainees														
est. # of sessions	3	3	3	2	1	2	2	2	1	1	3	3	1	1
est. # of days	1.5	1.5	1.5	1	0.5	1	1	0.5	0.25	0.25	0.5	0.5	1	0.5
Total Estimated # of Training Days:														11.5

Mon 2/26/01	Tue 2/27/01	Wed 2/28/01	Thu 3/1/01	Fri 3/2/01
8 to 11:30	8 to 11:30	8 to 11:30	8 to 11:30	8 to 11:30
Windows/NT	Windows/NT	Intro/Srch/Cust Svc	Intro/Srch/Cust Svc	Doc Recept
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
1:30 to 5	1:30 to 5	1:30 to 5	1:30 to 5	1:30 to 5
Windows/NT	Windows/NT	Intro/Srch/Cust Svc	Intro/Srch/Cust Svc	Doc Recept
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Mon 3/5/01	Tue 3/6/01	Wed 3/7/01	Thu 3/8/01	Fri 3/9/01
8 to 11:30	8 to 11:30	8 to 11:30	8 to 11:30	8 to 11:30
Doc Recept	Scan/QC	Index/Verify	UCC	Birth/Death
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
1:30 to 5	1:30 to 5	1:30 to 5	1:30 to 5	1:30 to 5
Notary	Scan/QC	Index/Verify	UCC	Birth/Death
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Mon 3/12/01	Tue 3/13/01	Wed 3/14/01	Thu 3/15/01	Fri 3/16/01
8 to 11:30	8 to 11:30	8 to 11:30	8 to 11:30	8 to 11:30
Marriage	Marriage	Rec. Adj. Non-Adm	System Admin	Public
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
1:30 to 5	1:30 to 5	1:30 to 5	1:30 to 5	1:30 to 5
Marriage	DD214	Reports	Crystal Reports	Public
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:
Name:	Name:	Name:	Name:	Name:

Attachment 2 - Communication Plan

Project Status Meetings w/ County	<p><i>Regularly scheduled meetings:</i></p> <ul style="list-style-type: none"> To discuss project activities, progress and issues. <p><i>Event driven:</i></p> <ul style="list-style-type: none"> When new requirements are added, existing requirements are changed, etc 	<ul style="list-style-type: none"> Project Manager (leads) County Project Manager (optional) 	Friday, 9:30 AM Weekly (daily during go-live, if needed)	Conference Call	Regularly Scheduled & Event Driven
Milestone Status Meetings w/ County	<p><i>Purpose</i> - This formal meeting addresses the accomplishments and results of the project with the client at selected milestones in the project. These meetings address commitments, plans, risks, status of activities and significant issues for the project, as well as how the project fits into the current business environment.</p>	<ul style="list-style-type: none"> Project Manager (leads) County Project Manager 	TBD	Conference Call or on-site	At the conclusion of one or multiple milestones
Internal Hart Project Team Status Meeting	<p><i>Regularly scheduled meetings:</i></p> <ul style="list-style-type: none"> To discuss project activities, progress and issues. <p><i>Event driven:</i></p> <ul style="list-style-type: none"> When new requirements are added, existing requirements are changed, etc 	<ul style="list-style-type: none"> Project Manager (leads) Project Team Affected Group Representatives 	TBD	Person to Person	Regularly scheduled weekly meetings & Event Driven
Internal Leadership Status Meeting	<p><i>Periodic</i> - (monthly, or at end of phases):</p> <ul style="list-style-type: none"> To allow leadership updated information on project status To ensure effective communication To ensure that critical activities that are important to the success of the project are taking place <p><i>Event Driven examples:</i></p> <ul style="list-style-type: none"> New or changed requirements that result in the need to add or change commitments Conflicts or issues that are not resolvable at lower levels Significant deviations from project standards and procedures that cannot be resolved between Quality Assurance and the Project Manager 	<ul style="list-style-type: none"> Project Manager 	TBD	Person to Person	Periodic - (monthly, or at end of phases): Event Driven

Attachment 3 – Issue Log

Issue #	Issue Description	Severity	Status	Assigned To	Due Date	Comments
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

VOL. 81 PG. 897

Status - "Open" = O
"Rejected" = R
"Closed" = C

Severity- 1-System is down or major critical functionality is not operating.
2-Non-critical but major functionality or hardware is inoperative.
3-System feature or minor hardware is malfunctioning or inoperative.
4-CoConsultantt in nature.

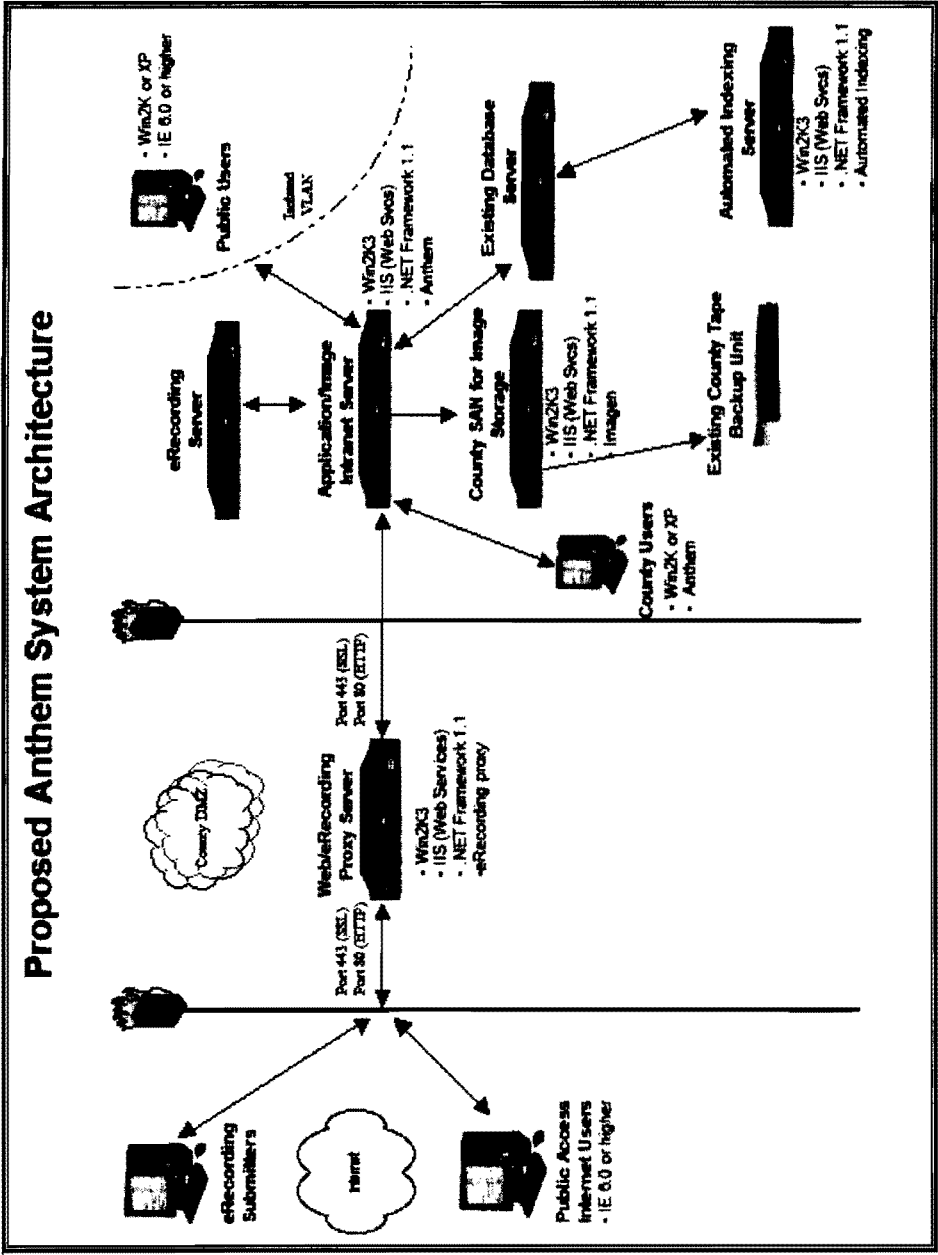
Attachment 4 - Change Request Form

Part 1 – Request	
<input type="checkbox"/> <i>Initial Project Requirement</i> <input type="checkbox"/> <i>Project Scope Change</i> <input type="checkbox"/> <i>Post-Acceptance Enhancement</i>	
Customer Name:	
Date:	
Request Originator: (customer)	
Title / Role:	
Phone:	
email:	
Project Name:	
Product / Release / Version:	
Request area / module / component:	
Requirement Priority:	
Request Abstract or Title:	
Request Description: (Business objective to be satisfied or issue to be resolved. Please attach any relevant examples.)	
Justification: (What is the significance of this request? What are the benefits expected?)	
Solution Suggestion (OPTIONAL – this area may be used to clarify the request description)	
Implementation Acceptance Criteria: (What will you use as your acceptance criteria if this change is implemented?)	
Request Originator’s Signature:	
Original signed by:	
Date:	

Part 2 - Response	
Response:	
<input type="checkbox"/> Proposal created.	
<input type="checkbox"/> Implementation not proposed (Cost) = The cost of implementing this request would far exceed the value to be added to the solution	
<input type="checkbox"/> Implementation not proposed (Conflict) = The implementation would conflict with current or future functions or objectives of the solution	
<input type="checkbox"/> Implementation not proposed (Domain) = The issue to be addressed, and/or the implementation for this request is outside the domain of this solution.	
Description of proposed solution: (<input type="checkbox"/> Detailed implementation proposal attached)	
Estimated cost to implement the proposal: (HW/SW infrastructure, solution documentation, training materials, training, and support requirements)	
Estimated proposal schedule and/or existing project schedule impact:	
Hart InterCivic approval signature:	
Original Signed by:	Date:
Title:	
Phone:	
eMail:	
Comments:	
Customer acceptance signature:	
Original signed by:	Date:
Title:	
Phone:	
eMail:	
Purchase order/invoice number for proposed implementation:	
Comments:	

Assumptions:

- Includes estimated hardware for 8 new workstations with monitors plus 5 new monitors for existing workstations, and 2 new flat panel monitors for existing cashiering workstations, 1 image/application/database rack server with tape backup unit, 1 rack web server, 1 Fujitsu scanner with Kofax card, 1 Canon scanner with Kofax card, 2 HP laser printers, 2 receipt printers, 2 label printers and 2 cash drawers.
- Public Access will utilize 3 of the existing workstations equipped with new monitors. The remaining 4 existing workstations will receive 2 of the new monitors and 2 new flat panel LCD's. These last two will be used as the 2 cashiering stations.
- The County may choose to purchase hardware separately.
- Dell Servers are covered for 5 years with a 4-hour response time. Dell workstations have next day response times and are covered for 3 years. Dell monitors, receipt printers, label printers, cash drawers, scanners, and HP laser printers are covered for 3 years.
- The application/image/database server includes a processor-based license for Microsoft SQL Server, 1 PC Anywhere and 1 Crystal Reports.
- Data conversion is estimated for land records from ACS and vitals and marriage from TSG. It assumes that the county will provide access to the data in a non-proprietary format and assist in providing data layouts.
- Includes installation, project management, business process analysis, software/hardware configuration, training, conversion and go-live support. Estimated travel costs have also been included.
- Security software and high-speed Internet access are recommended to support the Web server and are the responsibility of the Client
- The film processing and archive service provides for the creation of microfilm from digital images transmitted periodically to an FTP site or via CD. Film will be stored in a secure off-site facility. The Film processing and Storage Service fees will be paid monthly, starting with the month directly following the Anthem "go-live" date. Under this service Hart will arrange for the pickup of existing film from the current vendor and transfer to a climatized and secure storage facility
- Sizing assumptions and calculations used to project required disc space were derived from the following formula:
 - $37000 \text{ docs per yr} \times 7 \text{ppd} \times 60 \text{kbytes} \times 260 \text{ days per year} = 16 \text{GB per yr} \times .10\% \text{ compound} \times 5 \text{yrs} = 95 - 100 \text{GB day forward for 5yr}$
 - Back-file film to 1994 = estimate 150GB
 - Index plus DB backups and transaction logs = estimate 20GB
 - Support software and files = 10GB
- A slide of the system architecture is provided below.



Proposed Plan for County Clerk

SB526

**Records Management Fund
for the benefit of Archiving Criminal Records**

Submitted for approval July 12, 2005

In January 2006, Criminal Records from 1985 and back can be destroyed and subsequently each year thereafter.

We often times have request for the Complaint, Information and Disposition of an old case from numerous law enforcement agencies and prosecutors. By law, we are required to maintain the Judgment (Disposition) in a case in a permanent archive. We would like to use some of this money for a part time employee to scan the complete file of our old cases, prior to destruction.

The scanners used in the Court section are over 3 years old, so they may need to be upgraded as part of our plan.

The Governor signed this bill June 27, 2005 so we would like to begin adding this fee, effective July 15, 2005, with the Courts approval of this plan.

STATE OF TEXAS
COUNTY OF TOM GREEN

§
§
§

FILED FOR RECORD
05 JUL 14 AM 10:31
ELIZABETH MCGILL
COUNTY CLERK
COUNTY OF TOM GREEN, TEXAS

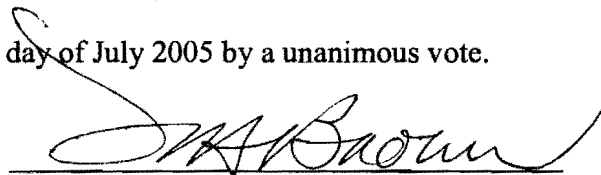
ORDER RESTRICTING OUTDOOR BURNING

WHEREAS, the Texas Forest Service and the Tom Green County Commissioners' Court have determined that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

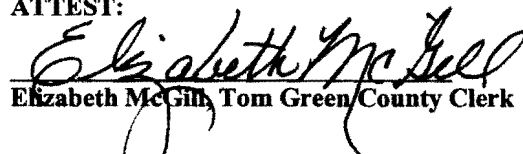
IT IS HEREBY ORDERED by the Commissioners' Court of Tom Green County that all outdoor burning is banned in the unincorporated area of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination made by the Texas Forest Service or this Court. This Order is adopted pursuant to Local Government Code § 352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or, (4) burns that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.

In accordance with Local Government Code § 352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this 12th day of July 2005 by a unanimous vote.


Michael D. Brown, County Judge

ATTEST:


Elizabeth McGill, Tom Green County Clerk



The Institute of Cognitive Development, Inc. and the Tom Green
County Crisis Intervention Unit

I. Purpose:

To establish a cooperative and mutually beneficial relationship between The Institute of Cognitive Development, Inc. and The Tom Green County Crisis Intervention Unit and set forth the relative responsibilities of the parties to disseminate information and make appropriate referrals.

II. Duration of Agreement:

The Agreement becomes effective on the date signed and shall remain in full force and effect until the Agreement is canceled by the parties in accordance with the terms set forth herein.

III. General Provisions:

This Memorandum of Understanding does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. It is understood by both parties that each should fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the others to establish a date for mutual resolution of the conflict.

IV. Responsibilities:

In consideration of the mutual aims and desires of the parties of this Agreement and in recognition of the public benefit derived from effective implementation of the programs involved, the parties agree that their responsibilities under this Agreement shall be as follows:

- A. The Institute of Cognitive Development, Inc., the Family Shelter shall: make appropriate client referrals for assistance clients obtaining personal belongings, and filing for crime victims compensation.
- B. The Tom Green County Crisis Intervention Unit shall: Make appropriate client referrals that are in need of a safe haven or service for clients that are a victim of family violence to The Family Shelter.
- C. All parties shall: Ensure that clients of both organizations, victims of family violence, are aware of services offered by both organizations when they seek assistance from the other organization.

V. Confidentiality:



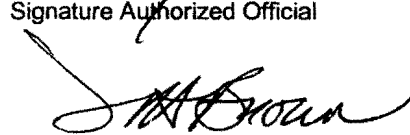
The Institute of Cognitive Development, Inc. (ICD), the Family Shelter abides by strict confidentiality regulations that govern the release of information. The ICD Family Shelter shall not disclose the identity of a victim and/or specifics regarding the victim's circumstance unless required to do so by state or federal law, to the Tom Green County Crisis Intervention Unit without the written consent of the victim. After the victim has signed a consent form for the release of information, the ICD Family Shelter may release information for the purpose of referral, treatment and intervention planning, and coordination efforts.

VI. Effective Administration and Execution of this MOU:

A. This MOU shall be reviewed annually and remain in full force and effect until specifically abrogated by one of the parties to this Agreement with sixty (60) days notice of the other party.

B. Effective execution of the Agreement can only be achieved through continuing communication and dialogue between parties. It is the intent of this MOU that channel of communication will be used to resolve questions, misunderstandings, or complaints that may arise that are not specifically addressed in the MOU.

C. After receiving the signed "Release of Information" forms, personnel from the ICD Family Shelter and the Tom Green County Crisis Intervention Unit shall meet, as necessary and appropriate, to share information regarding individual cases and review the quality of services provided to the victims.

 The ICD Family Shelter Printed Name and Title of Authorized Official	 The ICD Family Shelter Signature Authorized Official	<u>7-5-05</u> Date
Michael D. "Mike" Brown Tom Green County Judge The Tom Green County Crisis Intervention Unit Printed Name and Title of Authorized Official	 The Tom Green County Crisis Intervention Unit Signature Authorized Official	<u>JUL - 5 2005</u> Date



Texas Department of Transportation

VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

Imposition of Extra Fees Calendar Year 2006

We respectfully request that you indicate below your county's intentions for collection of these fees for calendar year 2006 (January 1 through December 31, 2006) in accordance with Transportation Code § 502.172 and § 502.173.

For calendar year 2006, Tom Green County will:

1. Retain the current fees of \$ 11.50 (no court order required).
2. Impose a new County Road and Bridge Fee of \$ _____
(Court order required prior to September 1)
3. Impose a new Child Safety Fund Fee of \$ _____
(Court order required prior to September 10)
4. Discontinue the County Road and Bridge Fee of \$ _____
(Court order required prior to September 1)
5. Discontinue the Child Safety Fund Fee of \$ _____
(Court order required prior to September 1)
6. Impose TOTAL fees of \$ 11.50.

If you indicate that action will be taken as stated in 2, 3, 4, and/or 5 above, please submit a County Commissioner's Court Order to that effect prior to the applicable statutory date shown above.

Please return your county's intentions for calendar year 2006 in the enclosed postage-paid self-addressed envelope as soon as possible. A faxed response to (512) 465-3034 will also be acceptable. However, if such response requires a County Commissioners Court Order, we request that the original order be mailed to reach us no later than the date indicated above. Thank you very much.

COMMISSIONERS' COURT
TOM GREEN COUNTY



Line-Item Transfers

Michael D. Brown
County Judge

July 8, 2005

Fund: General Fund

Department	Account	Budget Increase	Budget Decrease
007 Human Resources	0428 Travel and Training	567.90	
007 Human Resources	0429 In County Travel		32.98
007 Human Resources	0306 Education Materials		379.92
007 Human Resources	0405 Dues and Subscriptions		155.00

Reason

Transfer funds to cover additional education and travel expenditures.

S. S. McKinley

Department Head

7-12-05

Date Approved by Commissioners' Court

[Signature]

Auditor

[Signature]

County Judge



Elizabeth McGill

Attest - County Clerk