

FIRST AMENDMENT TO PROFESSIONAL AND TECHNICAL SERVICES CONTRACT WITH NAVIS GROUP, LLC.

Recitals

This amendment is by and between the State of Minnesota, acting through its Legislative Coordinating Commission on behalf of the Electronic Real Estate Recording Task Force ("State") and Navis Group, LLC ("Contractor"), 7665 Commerce Way, Suite 101, Eden Prairie, MN 55344.

Recitals

1. The State has a contract with the Contractor identified as the contract dated February 4, 2003.
2. The contract is being amended to provide for additional work as required by the Task Force.
3. The State and the Contractor hereby amend the contract as stated below.

REVISION 1. "Contractor's Duties." On Page 3, after Phase II, items 1-5, add paragraphs as follows:

2.2.1. Pilot County Validation of Vendor Code Compliance with ERERTF Standards

To ensure the pilot counties and their vendor(s) are utilizing the Minnesota standards for Satisfactions and Certificates of Release, the Navis Group will conduct a vendor application code compliance review at each vendor county to assess for compliance to the Minnesota standards. "Vendor" means an organization supplying e-recording technology that facilitates and follows the ERERTF standards or the County if a County owns or is building the County's own technology that follows the ERERTF standards for e-recording.

Reviews of county vendor application code will compare a vendor's e-recording code installed at the county to the most recently adopted ERERTF standards document version. Vendor products in use at more than one county will only be reviewed at one county. The current vendors are The Fidlar Companies, Inc., Trimin Systems, Inc., and West Central Indexing, Inc. Hennepin County's vendor is unknown at this date. Under this amendment and under current conditions, the contractor will conduct no more than four assessments.

2.2.1.1. Project Plan and Approach

Contractor will develop a project plan for county code compliance reviews and assessment. This plan will include the following documents:

- Detailed report of county vendor code compliance review and findings
- Summary report of findings in the review of county vendor code and a recommendation whether to consider the vendor as approved under ERERTF standards,

- A vendor approval document identifying that a county vendor is in compliance with the ERERTF standards,
- A contingency plan for any issues identified in a county's code regarding its ability to comply with ERER Standards in processing a Satisfaction or Certificate of Release.

The project plan must include dates, timelines, milestones and draft templates of the detailed findings document, summary of findings, vendor approval and contingency plan documents must be submitted to the Project Coordinator for review and approval within ten business days of this signed document.

2.2.1.2 County Vendor Code Assessment Process

Tasks: The contractor will compare each vendor's e-recording code's ability to comply with processing the most recently approved ERERTF standards version.

Deliverables: The following deliverables are required of code compliance reviews at pilot counties:

Detailed report of vendor code compliance review: A report detailing findings resulting from each county review will be delivered to the Project Coordinator within ten business days of completing a review of the county. This report will include a detail and summary of findings, a contingency plan if applicable and a recommendation for vendor approval if applicable.

Contingency Plan: If vendor compliance issues are identified, a report detailing these issues will be presented to the Project Coordinator. This document will include a contingency plan for compliance with the ERERTF standards.

Vendor Approval: When county vendor applications are found to be in compliance, a report will be presented to the Project Coordinator.

Status Reports: On-going status reports will be delivered to the task force at monthly ERERTF meetings during the vendor code review process. Bi-weekly reports will be delivered to the Project Coordinator during the vendor code review processes.

2.2.1.3 Vendor Code Contingency Plans

If a county must make changes – as outlined in a contingency plan – a second review of county code will be provided by Navis. This second review will ensure that modifications to comply with ERERTF standards have been successful. If the county's vendor remains out of compliance, subsequent reviews are outside the scope of this agreement. A document of approval or additional contingency will follow this review.

A second and final review will be conducted no later than 30 days after a contingency plan has been presented to the county.

2.2.1.4 Summary of Findings Presented to the ERERTF

Tasks: Contractor will finalize all findings and vendor approvals.

Deliverables: A summary of findings and pilot county status reports will be presented to the task force following the final vendor county assessment.

The parties estimate that these reviews will be conducted and completed by December 31, 2003, but in no case later than June 30, 2004..

REVISION 2. Page 3, paragraph 5.1 (A) “**Compensation**” is amended as follows:

(A) **Compensation.** The Contractor will be paid \$71,000. ~~95,000 for the services listed in Paragraph~~ Contractor will be paid an additional \$24,000 for the services described in the First Amendment, in accordance with Attachment A to the amendment. The work to be done under Amendment 1 is for a fixed price.

REVISION 3. Page 3, Paragraph 5.1 (B) “**Travel Expenses**” is amended as follows:

(B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this contract will not exceed ~~\$2,000~~ \$3,000. Prior approval must be provided by the Project Coordinator before incurring any expenses under this paragraph.

REVISION 4. Paragraph 5.1. (C) “**Total Obligation**” is amended as follows:

(C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed ~~\$73,000~~ \$98,000.

REVISION 5. Attachment A is amended to add the following table as follows:

Attachment A
Deliverables and Payment Schedule

Pursuant to Paragraph 5.2 (A) payments will be made for each of the following deliverables:

Date	Milestone	Deliverable	Amount
August 1, 2003	Project Initiation and kick-off meeting	Finalize signed contract and draft project plan	\$2,600.00
August 15, 2003	The Navis Group presents the vendor code review drafts noted in 2.2.1.1 to the EREER Task Force for approval.	Documents listed in 2.2.1.1.	\$7,500.00
September 15, 2003	The Navis Group presents findings and deliverable from the first county/vendor reviewed.	Dakota County vendor code review report and recommendation.	\$7,500.00
October 15, 2003	The Navis Group presents findings and deliverable from the second county/vendor reviewed. The Navis Group presents findings and deliverable from the third county/vendor reviewed.	2nd County vendor code review report and recommendation. 3rd County vendor code review report and recommendation.	\$4,000.00
December 31, 2003	The Navis Group presents findings and deliverable from the final county/vendor reviewed. The Navis Group presents a summary of findings from all pilot county/vendor application and code certifications and reviews.	Final County vendor code review report and recommendation. Final pilot county review summary.	\$2,400.00 <i>(10% retainer paid at the successful conclusion of the project)</i>
Total Project Cost			\$24,000.00

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

16 Signatures:

16.1. ERERTF

By: _____
Mary Kiffmeyer

Chair, Electronic Real Estate
Recording Task Force

Date: _____

16.2. LCC

By: _____
Greg Hubinger

Director, Legislative Coordinating
Commission

Date: _____

By: _____
Representative Steve Sviggum

Chair, Legislative Coordinating Commission

Date: _____

16.3. Contractor

The Navis Group, LLC.

By: _____

Title: Principal

Date: _____

By: _____

Title: Principal

Date: _____