

# TEXAS ASSOCIATION of Counties COUNTY INFORMATION RESOURCES AGENCY

January 29, 2020

#### FY 2021 Invoice & FY 2022 Website Price Update

Please find attached a copy of your county's invoice for fiscal year 2021.

The Texas Association of Counties County Information Resources Agency (TAC CIRA) is constantly evaluating its services to align with what our counties need and want. We strive to offer our members a range of value-added services and solutions while ensuring high-quality support at a competitive rate.

TAC CIRA has updated its website service packages and prices to better meet the needs of counties and to keep pace with operating costs. The TAC CIRA Board of Directors approved the changes in the last quarter of 2020.

These new packages and prices will take effect for all existing website customers on Jan. 1, 2022. The packages include SSL certificates, a security best practice, as well as the hands-on support and training you've come to expect from the TAC CIRA team.

See pages 19-21 in the attached updated services agreement for a breakdown of the new website hosting service packages

Please review and sign the services agreement and return it to <a href="mailto:support@county.org">support@county.org</a> by Oct. 8, 2021.

Your customer experience and satisfaction is our highest priority. We are confident that our new prices remain competitive and are commensurate with the level of value and service you expect from TAC CIRA.

Please do not hesitate to contact us at (512) 478-8753 for answers to your questions regarding this change, including guidance on which package aligns with your current subscription. Have a great start to the new year, and we look forward to hearing from you soon.

Thank you,

Kevin Hurley, PMP Membership Development Manager

TAC CIRA support@county.org (512) 478-8753



# TAC CIRA Contact Information Request Form Email: support@county.org / Phone: (800) 456-5974 / Fax: (512) 479-1807

TAC CIRA would like to ensure that the contact information that is on file is correct. Please fill out the form fields below. Please contact us at support@county.org or (800) 456-5974 if you have any questions. Thank you.

County:	Montague
Invoice Contact - Please in	dicate the person who should receive your county's invoices for TAC CIRA services.
Name:	Angelia Richardson
Phone Number:	940-894-240
Email Address:	arichardson@co.montague.to.us
Title/Department:	Admin Assistant, Co. Judge's Office
Physical Address:	11339 SH 59 1, Montague, TX 76251
Delivery Preference:	Email Mail

\_\_\_\_\_ Date: \_\_\_

Formed Filled Out By: \_\_

## **SERVICES AGREEMENT**

#### **FINDINGS:**

- 1. CIRA is an interlocal entity as authorized by the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791 to provide certain technology services to its members.
- 2. Member is a local government or governmental entity that has executed an Interlocal Participation Agreement with CIRA and would like to obtain technology services from CIRA.
- 3. Member's governing body has approved execution of an Interlocal Participation Agreement with CIRA.

#### **AGREEMENT:**

In consideration of the mutual covenants and agreements set forth below, CIRA and the Member agree as follows:

#### 1. GENERAL TERMS AND CONDITIONS

#### 1.1 Definitions.

- 1.1.1 "Member" includes the Member and all officials and employees who use CIRA Services.
- 1.1.2 "Services" means a CIRA-sponsored or -provided service authorized by this Agreement.

- 1.1.3 "TAC" means the Texas Association of Counties.
- 1.1.4 "User" includes any person authorized by Member to use CIRA email or other Services.

#### 1.2 Scope and conflict.

These General Terms and Conditions apply to the entire Agreement. If there is a conflict between this section and the specific terms and conditions for a particular Service, the individual terms and conditions govern. If the relationship between the terms is unclear the General Terms and Conditions will govern.

#### 1.3 Authorized use.

Member may use CIRA-provided Services for a public purpose only and not for any private pecuniary gain. Member agrees not to use a CIRA Service to conduct a business or activity or solicit the performance of an activity that is prohibited by law. Member agrees to use the Services only for lawful purposes and in accordance with this Agreement. CIRA may amend its policies and guidelines at any time without notice to the Member.

### 1.4 Abuse of Services and CIRA's rights.

- 1.4.1 Prohibited activity. Activity that interrupts the normal use of the CIRA server or system for other CIRA Members is considered to be abuse of system resources and is prohibited. Examples of service abuse include spawning dozens of processes, or consuming excessive amounts of memory or CPU for long periods of time. Depending on the severity of the conduct or consequences, CIRA may issue a User that abuses the system an email warning or suspend the Member's or a User's account without notice. If CIRA determines that the abuse or misuse is unintentional, it may rescind a User's suspension.
- 1.4.2 Reporting required. Member must report to CIRA any information it has or obtains related to a current or past violation of CIRA policies or guidelines resulting in abuse of Services.
- 1.4.3 Investigation and action authorized. CIRA may investigate any reported violation of this Agreement or CIRA policies or guidelines and take any action that it deems appropriate and reasonable under the circumstance to protect CIRA servers and systems, Members or third parties. CIRA will not access or review the contents of any email or similar stored electronic communications except as required or permitted by applicable law or legal process.

- 1.4.4 Public information. Member also understands that information stored on CIRA servers and systems incident to use of CIRA Services may be subject to disclosure under the Public Information Act, Government Code Chapter 552.
- 1.4.5 Content restriction or removal. CIRA may, but is not obligated to, restrict or remove from its servers any content that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or that potentially violates any laws. If CIRA becomes aware that a Member or User has violated this Agreement or related policies or guidelines, third party rights or laws, CIRA may immediately take action, including:
- (a) issuing a warning;
- (b) suspending or terminating a Service;
- (c) restricting or prohibiting use of content hosted on CIRA's servers or systems;
- (d) disabling or removing any hypertext link to third-party websites, any information or content distributed or made available for distribution through a Service, or other content not supplied by CIRA that, in CIRA's sole discretion, may violate a law or infringe on a third-party right or that otherwise exposes or potentially exposes CIRA to civil or criminal liability.
- 1.4.6 Editorial control. CIRA's rights under this Agreement do not obligate CIRA to monitor or exert editorial control over information or content made available by a Member for distribution through a Service.

#### 1.5 Security.

- 1.5.1 Password protection. SECURITY IS THE RESPONSIBILITY OF EVERYONE. Member and each authorized User agree to keep individual passwords secure and not disclose individual passwords to any other person for any reason. A CIRA representative will never ask you for your password. If a User believes that the security of a password has been compromised, it is the User's responsibility to change the password to prevent unauthorized access to an account. If a User loses or cannot remember a password, the User must contact CIRA immediately to request that the password be reset.
- 1.5.2 Security breach. Member and its Users are solely responsible for any security breaches affecting Member accounts. If a Member's account is responsible for or involved in an attack on or unauthorized access into another server or system, CIRA may terminate the account and Services without notice.

1.5.3 Policy compliance. If a Member's failure to comply with the CIRA service agreement causes damage to a CIRA or third-party account, another Member, or CIRA systems, CIRA may hold the Member responsible for the costs incurred by CIRA to correct the security breaches and restore the servers or systems.

#### 1.6 Intellectual Property.

- 1.6.1 Compliance with copyright and other laws. Member agrees not to infringe or violate the rights of any third party, including any intellectual property rights, or violate any applicable law or regulation. Member agrees not to upload or transmit copyrighted materials using CIRA Services without the permission of the copyright holder or as otherwise permitted by law. Member is solely responsible for ensuring that it has the authorization necessary to publish or enable hypertext links from its website to other third-party websites.
- 1.6.2 CIRA's rights. CIRA retains exclusive proprietary rights to all materials it uses to provide Service under this Agreement, including:
- (a) computer software in object code and source code form;
- (b) data or information developed or provided by CIRA or its suppliers or agents under this Agreement;
- (c) know-how, methodologies, equipment, or processes used by CIRA to provide Services; and
- (d) copyrights, trademarks, patents, trade secrets, and any other proprietary rights related to the Services.

#### 1.7 Disclaimer.

1.7.1 No warranties. CIRA makes no warranties of any kind, either express or implied, for the Services it provides. CIRA disclaims any warranty of merchantability or fitness for a particular purpose. CIRA will not be responsible for any direct, indirect or consequential damages that may result from the use of its Services including loss of data resulting from delays, non-delivery or interruption in service. CIRA exercises no control over, and accepts no responsibility for, the content of the information passing through CIRA's servers, host computers, network hubs or the Internet. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING ANY FAILURE BECAUSE OF COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CIRA DOES NOT MAKE AND DISCLAIMS, AND MEMBER WAIVES ALL RELIANCE ON,

ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE.

1.7.2 No liability. CIRA is not liable for any temporary delay, outages or interruptions of a Service, nor is CIRA liable for any damages resulting from a delay, outage or interruption. CIRA is not liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of Members officials, employees or agents, or a third party authorized by Member. CIRA is liable for unauthorized access to, or alteration, theft, or destruction of the website or a Member's data files, programs or information through accident, fraudulent or unauthorized means or devises, if resulting from the action of CIRA's employees or agents, or a third party authorized by CIRA. CIRA's liability for any reason or any cause of action, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts is limited to three times the amount of annual fees actually paid to CIRA by Member under this Agreement.

#### 1.8 Indemnification and defense.

Each party (Indemnitors) will indemnify and defend the other party and its officers, directors, employees, agents, successors and assigns (Indemnitees) from and against all claims, liabilities, damages and losses including without limitation attorneys' fees and costs arising out of or resulting from any claim brought or made by any third party against any Indemnitees and arising from: (i) any alleged or actual violation or infringement by Indemnitor of any copyright or other intellectual property of a third party in connection with this Agreement; (ii) death or injury to the extent caused by the negligence or willful misconduct of the Indemnitor, or any of Indemnitor's agents, employees or contractors; (iii) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the negligence or willful misconduct of the Indemnitor, its affiliates, or any of Indemnitor's or its affiliates' agents, employees or contactors; (iv) any violation of applicable law by the Indemnitor after the Effective Date; or (vi) any breach by the Indemnitor of any of its representations and warranties under the Agreement.

In claiming any indemnification under this provision, the Indemnitee shall promptly provide the Indemnitor with written notice of any claim that the Indemnitee believes falls within the scope of this provision. The Indemnitee may, at its own expense assist in the defense if it so chooses, provided that: (1) the Indemnitor shall control such

defense and all negotiations relative to the settlement of any claim; and (2) any settlement intended to bind the Indemnitee shall not be final without the Indemnitee's written consent, which shall not be unreasonably withheld.

#### 1.9 Notice.

All notices and communications under this agreement must be sent in writing to the following by United States Postal Service, hand delivery or email:

#### To CIRA:

The County Information Resources Agency c/o Texas Association of Counties

1210 San Antonio Street Austin, Texas 78701 Attn: CIRA Manager support@county.org

#### To Member:

To the CIRA Coordinator specified on the signature page.

#### 1.10 Term and Termination.

- 1.10.1 Term. The term of this Agreement is from the effective date to December 31 of the same year. The Agreement will automatically renew annually for one- year terms beginning January 1 and ending December 31, unless terminated as provided in this section.
- 1.10.2 Agreement termination. Either party may terminate this Agreement at any time following 30-days written notice to the other party.
- 1.10.3 Service termination. Either party may terminate a Service at any time following 30-days written notice to the other party. If Member terminates a Service without cause, Member will not be entitled to a refund of fees paid under this Agreement. If CIRA fails to perform a Service under this Agreement and fails to cure the defect within 30 days of receiving written notice of the failure by the Member, Member may terminate for cause. If Member terminates this agreement for cause as provided in this section, Member will be entitled to return of any fees paid for Services that have not been rendered at the time of termination.

#### 1.11 Applicable Law.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue is in Travis County, Texas.

#### 1.12 Severability.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected.

#### 1.13 Amendment.

Except as provide in Section 1.3, Authorized Use, this Agreement may not be amended or modified except in writing, as authorized by the governing bodies of CIRA and the Member.

#### 1.14 Third Party Rights.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

#### 1.15 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### 1.16 Payment terms.

CIRA will invoice Member for services under this Agreement as follows: (1) monthly for email; and (2) annually for websites. Member will pay within 30 days of receipt of invoice, unless other payment arrangements are approved in writing by CIRA. If Member fails to make a payment when due, CIRA may: (1) suspend services; and (2) charge a service charge of one percent per month on the total amount due or the maximum legal rate allowed by law, whichever is less. CIRA may recover legal costs, including attorney fees, if collection activities are required to collect outstanding fees under this Agreement.

#### 2. TERMS AND CONDITIONS FOR EMAIL SERVICES.

#### 2.1 Email storage.

A Member may not allow its employees to store personal emails on the email server, and should require employees to promptly delete personal email after it is sent or received. Member-related email should not be stored on the email server for more than 90 days.

#### 2.2 Email deletion.

Member understands and agrees that CIRA may purge any *deleted* email that has been on the email server for more than 90 days after it has provided Member with 60 day notice that it intends to purge email, including the date of the purge. CIRA may purge any other email may be purged after one year, following 60 day notice to the

Member that it intends to purge email.

#### 2.3 Email backup.

CIRA Services under this agreement do not include making backup copies of email, and CIRA is not responsible for retrieving deleted or purged emails.

#### 2.4 Records retention.

CIRA is not responsible for ensuring that the Member's officials and employees comply with applicable records retention laws and policies. **Member understands** and agrees that it is the Member's obligation to ensure that emails subject to records retention requirements are retained in a format other than on the email server for an appropriate period of time.

#### 2.5 Email Administrator.

Member shall designate a person who will manage the Member's email accounts and perform the duties set forth below. CIRA will provide training to an Email Administrator as necessary to facilitate Member use of CIRA Services and to promote compliance with CIRA policies and guidelines. The frequency and content of any training provided under this section will be at CIRA's discretion.

#### 2.6 Responsibilities of Email Administrator.

Responsibilities of the Email Administrator include:

- 2.6.1 Developing and implementing a procedure for determining which employees who will be allowed to use the available email accounts.
- 2.6.2 Maintaining a record of the name of each email User and a copy of each User's Individual User Agreement.
- 2.6.3 Resetting passwords and emphasizing the importance of proper security measures in the use of the password.
- 2.6.4 Assisting email account Users with complying with applicable records retention requirements and schedules and any Member policies regarding records management.
- 2.6.5 Adding, modifying and deleting email accounts in compliance with applicable records retention schedules and records management plans.
- 2.6.6 Notifying an individual User before deleting an email account to provide an opportunity for preservation of email off of the email server.

- 2.6.7 Configuring email programs on a Member's computers as necessary to access the email server.
- 2.6.8 Authorizing CIRA to fulfill requests for Member's employees that involve email accounts, such as new email applications, email deletion requests, password resets, and other related requests.

#### 2.7 E-mail Terms and Conditions; Individual User's Obligations.

As a condition of a Member receiving email Service, each User authorized by the Member must agree to abide by the CIRA email terms and conditions by executing the form attached as Exhibit C and delivering it to the Member's Email Administrator. A User periodically may be required, prior to log in, to confirm the User's agreement to abide by CIRA's email terms and conditions. Member understands that a User's failure to confirm his or her agreement to abide by CIRA's email terms and conditions may result in the User's inability to access an email account. CIRA may change the terms and conditions for email Service and use as necessary to protect CIRA, its network, and its Members and their resources. To the extent practical, CIRA will promptly notify Member of any changes made to CIRA's email terms and conditions. CIRA will post the current version of the applicable terms and conditions on Texas Association of Counties website at <a href="https://www.county.org/TAC-CIRA">https://www.county.org/TAC-CIRA</a>.

#### 2.8 Email security.

- 2.8.1 Maintaining the security and integrity of the Member's e-mail system is VERY IMPORTANT and is EVERYONE'S RESPONSIBILITY.
- 2.8.2 Member agrees not to share an individual e-mail account or password with anyone. Alias, office, or department accounts may be shared but Users are strongly encouraged to limit access or use of the account to only those officials or employees who need access to perform their job duties.
- 2.8.3 Member agrees not to share email passwords with anyone. Technical exception will apply if the User requests assistance from a CIRA representative.
- 2.8.4 Each User's email password will be required to meet certain requirements set by CIRA for security purposes, and Member agrees to comply with those standards when establishing or changing an email password.
- 2.8.5 Member agrees to prohibit Users from leaving an email password in plain view on or near a computer.

2.8.6 Member agrees to implement and/or enable two factor authentication for each individual e-mail account.

#### 2.9 Email Support.

2.9.1 CIRA staff will provide basic email support and assistance to Member. CIRA staff is not liable for implementation or support for third-party mail client programs such as Outlook, Thunderbird, MacMail, etc. CIRA staff will provide instruction and settings for Email account setup, troubleshoot send and receive errors and password assistance. Member is responsible for support beyond these parameters. CIRA does not provide support for software applications, computer hardware, or operating systems for a User's computer.

#### 3. TERMS AND CONDITIONS FOR WEBSITE SERVICES.

#### 3.1 Internet domain name.

Member may authorize CIRA to obtain or host the Member's Internet domain name, by completing the form attached as Exhibit D. For example, the standard format for a county's Internet domain name is www.co.[county name].tx.us.

#### 3.2 Internet service.

CIRA does not provide a Member with Internet access as a part of its website Service. Member must make arrangements with an Internet provider for Internet access.

#### 3.3 Server storage.

CIRA will provide a Member with storage space on CIRA's server(s) to house the data and files that constitute the Member's website. If a Member permits a specific department to operate a separate website, CIRA will also host that website at an additional charge for each website as provided in Exhibit B.

#### 3.4 CIRA and TAC logos and links.

Member agrees to allow CIRA to place CIRA and Texas Association of Counties (TAC) logos on the Member's website home page and to include a link to both the TAC and CIRA websites on the Member's home page.

### 3.5 Website availability and Service interruption.

Except as provided below, CIRA will ensure that Member's website is available to third parties via the World Wide Web portion of the Internet 24 hours a day, seven days a week. At its sole discretion, CIRA may conduct maintenance and repair to its servers and systems which may result in a temporary loss of website availability or Service. Additionally, equipment failure may cause a temporary loss of website

availability or Service. Member agrees that CIRA is not liable for any loss or interruption of website availability or Service regardless of the cause of interruption.

#### 3.6 Content posting.

- 3.6.1 CIRA is not responsible for providing or posting website content unless that Service is specifically selected on Exhibit B. If Member determines website content and posts directly to its website, it agrees to use the content management software authorized or provided by CIRA.
- 3.6.2 If Member elects for CIRA to manage website content for Member's website, then the scope for website content management will follow these guidelines:
- (a) CIRA will post all state mandated documents submitted by Member.
- (b) CIRA will update staff information and all basic text updates requested by Member
- (c) CIRA will post all photos, graphics and documents that are appropriate and submitted by Member.
- (d) Any edit request submitted by Member that is deemed a customization of the website will be subject to a customization fee and is not included in the annual content management fee. A CIRA representative will notify Member of potential charge and discuss the edit request in depth with Member before implementation.
- 3.6.3 Member is responsible for compliance with all statutory posting requirements for its website, regardless of whether CIRA is providing website maintenance service.
- 3.6.4 CIRA performs content management updates during the following business hours: Monday through Friday 8am to 5pm. Website posting requests received after 5pm will be processed on the following business day. In order to comply with Government Code §551.056, member is solely responsible for timely submission of materials to CIRA for purposes of compliance with statutory imposed deadlines; e.g. 72 hour notice for commissioners court agendas. Emergency meeting notifications will be posted promptly after actual receipt by a CIRA staff member.
- 3.6.5 Member is responsible for submitting time-sensitive posting requests to CIRA in a timely manner. CIRA is not responsible for failure to comply with legal mandate if Member submits a posting request outside the window of time required by the State of Texas.
- 3.6.6 Customization of county websites. If a member requests a website update that will alter the appearance of the website beyond the standard template, it will be

considered a customization of the website, and the Member will be charged accordingly.

#### 3.7 Third-party content.

Member understands and agrees that Member and its individual Users are responsible for:

- (a) acquiring any authorization necessary for hypertext links to third-party web sites;
- (b) ensuring the accuracy of materials posted on the website, including third- party material; and
- (c) ensuring that the posted content does not infringe or violate any right, including an intellectual property right, of any third party.

#### 3.8 Prohibited content.

Member agrees not to place or allow a User to place on the website any content or materials that:

- (a) could be seen as obscene, threatening, or malicious;
- (b) violates an applicable law or regulation;
- (c) infringes on a proprietary, contract, or other third-party right, including an intellectual property right; or
- (d) is designed to cause damage or harm to a computer or computer system accessing the website, including interruption of service.

#### 4. ADDITIONAL SERVICES.

**4.1** CIRA may offer Member services in addition to email and website services as agreed to in writing by both parties in an addendum to this Agreement. Payment terms for any additional services will be included in the negotiated terms.

#### **COUNTY INFORMATION RESOURCE AGENCY**

By:	Date:
Executive Director, Texas Association of	Counties
MEMBER: By: [Signature]	Date: Telumy 8, 2021
Kevin Benton [Printed Name]	
County Judge [Title]	

## **CIRA COORDINATOR CONTACT**

The CIRA Coordinator is the county official or employee who will serve as the primary point of contact for any notices, updates, or other communications from TAC CIRA.

Name: Jessica Moster					
Title: IT Director					
County: Montague.					
Telephone Number: 940-894-2549 Email Address: 5Thomas @ Montague Sheriff. Com					
					Physical Address: 11339 SN 59 N, Montague, TX 76251
<b>MEMBER EMAIL ADMINISTRATOR</b> (required - applicable for email services only) The member email administrator is a county official or employee who will manage the county's email accounts and perform the duties as outlined in this service agreement (see 2.5 and 2.6 for responsibilities.)					
Member counties must designate at least three Email Administrators who will be responsible for authorizing TAC CIRA to fulfill member county's email-related requests. Member counties have the ability to give these administrators privileges to manage county email accounts (E.g., add and delete accounts.)					
Email Administrator 1 (required)					
Name: Jessica Moster					
Title: IT Director					
County: Montague					
Telephone Number: 940-894-2549.					
Email Address: Thomas @ Montague Sheriff. Com					
Physical Address: 11339 SH 59 N, Montague, TO 76251					

Provide this email administrator with privileges to manage email accounts (e.g., add and delete mailboxes.)						
Email Administrator 2 (required)						
Name: Angelia Richardson						
Title: Admin. Assistant, Co. Judge's Office						
County: Montague						
Telephone Number: 940-894-2401						
Email Address: <u>arichardson@Co.montague.tv.us</u>						
Email Address: <u>arichardson@Co.montague.tv.us</u> Physical Address: <u>11339 SN 59 N. Montague. To 76251</u>						
☐ Provide this email administrator with privileges to manage email accounts (e.g., add and delete mailboxes.)						
Email Administrator 3 (required)						
Name:						
Title:						
County:						
Telephone Number:						
Email Address:						
Physical Address:						
☐ Provide this email administrator with privileges to manage email accounts (e.g., add and delete mailboxes.)						

# Exhibit A: Email Services, Pricing and Order Form

## **Email Services**

All email services are provided by a third-party vendor. Support and migration is provided by TAC CIRA. Please place an "X" in the box next to the email service selected, the number of email accounts and authorized signature below.

County/Member Name:	Montague.	

The required management fee offsets TAC's administrative expenses, including personnel, network, hardware and professional fees that are generated by the migration, support, licensing and administration of email services to the member. The member's management fees are charged on a monthly basis, amounting to 30% of the member's total monthly license fees for all email services products.

Selected Service	Email Service Description	Cost
	Plan 1: Microsoft 365 Business Basic Email (50 GB)	\$4.90 per email / per month
# of Email Accounts:	<ul> <li>Exchange email, instant messaging and collaboration tools.</li> <li>50 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Collaboration tools like SharePoint and Teams</li> <li>1 TB of One Drive Storage</li> <li>Active directory integration</li> <li>Maximum of 300 users</li> <li>Email migration included</li> </ul>	+ 30% Management Fee per month
	Plan 2: Microsoft 365 Business Standard Email (50 GB)	\$12.40 per email / per month
# of Email Accounts:	Full featured productivity suite including collaboration tools, and the full Microsoft Office suite	+ 30%
	<ul> <li>50 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user</li> <li>Collaboration tools like SharePoint and Teams</li> <li>1 TB of One Drive Storage</li> <li>Active directory integration</li> <li>Maximum of 300 users</li> <li>Email migration included</li> </ul>	Management Fee per month

	Plan 3: Office 365 Enterprise - E1 (50 GB)	\$7.90 per email / per month
# of Email Accounts:	Online versions of Microsoft Exchange email, instant messaging, and collaboration tools with unlimited users per plan.  • 50 GB mailboxes  • Enhanced email anti-virus and SPAM protection  • Collaboration tools like SharePoint and Teams  • 1 TB of One Drive Storage  • Active directory integration  • Unlimited number of users  • Email migration included	+ 30% Management Fee per month
	Plan 4: Office 365 Enterprise - E3 (100 GB)	\$19.90 per email / per month
# of Email Accounts:	Advanced enterprise features and management tools coupled with an Exchange mailbox, collaboration tools and the full Microsoft Office applications with unlimited users per plan.  100 GB mailboxes Enhanced email anti-virus and SPAM protection Includes online and installed versions of Microsoft Office applications (Word, Excel, etc.) on up to 5 devices per user Collaboration tools like SharePoint and Teams (with purchase of 5+ mailboxes) 1 TB of One Drive Storage (free upgrade to up to 10 TB with purchase of more than 5 licenses) Active directory integration Includes eDiscovery and mailbox holds Includes data loss protection feature Unlimited number of users Email migration included	+ 30% Management Fee per month
Ø	Plan 5: Office 365 Exchange Online Plan 1 (50 GB)	\$3.90 per email / per month
# of Email Accounts: <u>40</u>	<ul> <li>Reliable business class email with 50 GB mailbox per user</li> <li>50 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Active directory integration</li> <li>Unlimited number of users</li> <li>Email migration included</li> </ul>	+ 30% Management Fee per month

# of Email Accounts:	Plan 6: Exchange Online Plan 2 (100 GB)  All of the features of Exchange Online Plan 1, plus 100 GB of mailbox storage and data loss prevention.  100 GB mailboxes Enhanced email anti-virus and SPAM protection Active directory integration Includes eDiscovery and mailbox holds Includes data loss protection feature Unlimited number of users Email migration included	\$7.90 per email / per month + 30% Management Fee per month
# of Email Accounts:	<ul> <li>Plan 7: Office 365 - F3 (2 GB)</li> <li>Low-storage mailbox with collaboration tools and a selection of Microsoft Office applications.</li> <li>2 GB mailboxes</li> <li>Enhanced email anti-virus and SPAM protection</li> <li>Includes online and installed versions of Microsoft Office applications Outlook, OneNote, Word, Excel and PowerPoint on up to 5 devices per user</li> <li>Collaboration tools like Sharepoint and Teams</li> <li>2 GB of OneDrive storage</li> <li>Active directory integration</li> <li>Unlimited number of users</li> <li>Email migration included</li> </ul>	\$3.90 per email / per month + 30% Management Fee per month

Selected Service	Email Service Description	Cost
	Add-On Feature 1: Email Archiving	\$3.00 per email / per month
# of Email Accounts:	Implement archiving for all of your email users. Your county email administrator will receive training on utilizing the archiving dashboard.	+ 30% Management Fee
	From the moment archiving is enabled, all emails sent and received from that point are archived. Counties can opt to perform a historical import of stored emails sent/received previously for about \$6 per GB.	per month
	Add-On Feature 2: Office 365 Advanced Threat Protection (Plan 1)	\$3.00 per email / per month
# of Email Accounts:	Add Advanced Threat Protection to any 365 mailbox for enhanced security features, such an additional layer of security for links and attachments, and advanced anti-phishing capabilities.	30% Management Fee per month
	Add-On Feature 3: Office 365 Advanced Threat Protection (Plan 2)	\$8.00 per email / per month
# of Email Accounts:	All of the features of Advanced Threat Protection Plan 1, plus threat tracking, automated investigations of flagged activity, attack simulator module.	30% Management Fee per month
	Add-On Feature 4: Azure Information Protection (Plan 1)	\$3.00 per email / per month
# of Email Accounts:	Add Azure Information Protection to any 365 mailbox to classify and protect certain types of data and files by tracking and controlling how these materials are emailed internally and externally.	+ 30% Management Fee per month
Printed Name	Kevin Benton Title: County Ju	dse_
Authorized Sig		y 8 201

# Exhibit B: Website Services, Pricing and OrderForm

## **Website Services**

Website hosting is provided by a third-party vendor. Migration, management and support services provided by TAC CIRA. Please place an "X" in the box next to the website service selected and get authorized signature below.

County/Member Name: Montague

Selected Service	Website Service Description	Cost
	Standard Website Package	\$1,550 per year
	Modern & streamlined pre-set website design	
	<ul> <li>Responsive design adapts to variety of screen sizes</li> </ul>	
	<ul> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> </ul>	
	<ul> <li>Training for county staff on website platform &amp; making website edits</li> </ul>	
	Project Management Services for Migration Included	
	Phone & email support, Monday - Friday, 8 am to 5 pm	
	Standard Plus Website Package	\$3,550
	Includes all features of Standard Package, plus website postings add- on	per year
	Modern & streamlined <b>pre-set</b> website design	
	<ul> <li>Responsive design adapts to variety of screen sizes</li> </ul>	
	<ul> <li>Secure Sockets Layer Certificate - security best practice, automatically renewed yearly</li> </ul>	
	<ul> <li>Training for county staff on website platform &amp; making website edits</li> </ul>	
	<ul> <li>Project Management Services for Migration Included</li> </ul>	
	<ul> <li>Phone &amp; email support, Monday - Friday, 8 am to 5 pm</li> </ul>	
	<ul> <li>Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web form</li> </ul>	

#### Premium Website Package \$4,500 first year (includes set-up fee & first Modern & streamlined website design annual payment) Responsive design adapts to variety of screen sizes Secure Sockets Layer Certificate - security best practice, automatically renewed yearly Training for county staff on website platform & making website edits \$3,200 Project Management Services for Migration Included annual fee Phone & email support, Monday - Friday, 8 am to 5 pm (after first year) Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web Additional Custom designed website layout \$1,800/year Advanced website modules like blogs, database, custom Website site search engine and mobile website postings add-on + Website Postings Add-on available for discounted rate of \$1,800/year. Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form. **Ultimate Website Package** \$5,500 first year (includes set-up fee & first Modern & streamlined website design annual payment) Responsive design adapts to variety of screen sizes Secure Sockets Layer Certificate - security best practice, automatically renewed yearly 1 Training for county staff on website platform & making website edits \$4,200 Project Management Services for Migration Included annual fee Phone & email support, Monday - Friday, 8 am to 5 pm (after first year) Website Postings Add-on: unlimited website edits posted by TAC CIRA staff on your behalf – submit via email or web Custom designed website layout Additional \$1,800/year Advanced website modules like blogs, database, custom Website site search engine and mobile website postings add-on Communicator module to prominently place county news & announcements on website homepage + Website Postings Add-on available for discounted rate of \$1,800/year. Unlimited website edits posted by TAC CIRA staff on your behalf - submit via email or web form.

Selected Service	Website	Servic	e Descri	ption				Cost	
	<ul> <li>If a n appe scop webs</li> </ul>	member rearance of normality contracts of normality contracts of normality contracts of the contract of the contracts of the contract of the contr	equests a of the web nal postin omization	tion or Cu website up site or if the g procedur charge. gration from	odate tha e request e, the me	nt will alter t is beyon ember will	d the	\$50 / pe	er hour

Printed Name: Keyn Benton	Title: County Juda
Authorized Signature:	Date: February 8,2021
Additionized Signatures	batebate.

# Exhibit C: Email Terms and Conditions - Individual User's Agreement

As a condition of receiving access to the email Service provided by the Texas Association of Counties County Information Resources Agency (TAC CIRA), I understand and agree that:

- 1. I must comply with TAC CIRA's email terms and conditions as attached to this agreement;
- 2. The email terms and conditions may be revised by TAC CIRA from time to time and that and the current version of the applicable terms and conditions is the version be posted on the TAC website: <a href="https://www.county.org/TAC-CIRA">https://www.county.org/TAC-CIRA</a>;
- 3. I may periodically be required, before I am allowed to log into my email account, to confirm my agreement to abide by TAC CIRA's terms and conditions;
- 4. My failure to confirm my agreement to abide by TAC CIRA's email terms and conditions may result in TAC CIRA's refusal to allow me access to my email account;
- 5. I will keep my password secure and not disclose it to any other person for any reason;
- 6. If I believe that the security of my password has been compromised, I will immediately change it to prevent unauthorized access to my email account; and
- 7. If I lose or cannot remember my password, I will immediately contact TAC CIRA to request that my password be reset.

SIGNED theday of	, 20
Signature:	
Printed Name:	Title:
County:	
Email address:	

**Version: October 2020** 

# **Exhibit D: Internet Domain Name Authorization Form**

<Insert Date>

Dear TAC CIRA Manager,

On behalf of <insert county name> County, Texas, I hereby authorize the Texas Association of Counties County Information Resources Agency (TAC CIRA) to register our Internet domain name as co.[county].tx.us and to host our domain.

As County Judge of <insert county name> County, Texas, I have authorized the TAC CIRA Manager to act on behalf of <insert county name> County, Texas in the registration of this domain.

Additionally, I confirm the County's agreement and recognition of Neustar as the authorized entity to manage the delegation process on behalf of <insert county name> County, Texas.

Please register the following administrative and technical contacts for this domain:

#### **Administrative Contact:**

TAC CIRA Manager **TAC County Information Resources Agency** P.O. Box 2131

Austin, TX 78768-2131 Phone: 512-478-8753 Fax: 512-479-1807

e-mail: support@county.org

### **Technical Contact:**

TAC CIRA Manager **TAC County Information Resources Agency** P.O. Box 2131

Austin, TX 78768-2131 Phone: 512-478-8753 Fax: 512-479-1807

e-mail: support@county.org

#### Sincerely,

<insert signature block>

**Exhibit A** 

# Statement of Work

Journal Technologies
Implementation Consulting
14 December 2020

CONSULTING STATEMENT OF WORK

CONSULTING@MNMAERO.COM

ASHLEY CULLEY AND MNM CONSULTING SERVICES | PROFESSIONAL & CONSULTING SERVICES

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

## **Revision History**

Date	Description of Changes	Author
21 NOV 2020	Initial Draft	Mel Hoadley
14 DEC 2020	Review and edits	Ashley Culley
14 DEC 2020	Final Draft - Incorporating changes from peer review.	Mel Hoadley
···		

1 | P a g e

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

# Journal Technologies Implementation

# Archer, Clay, and Montague Counties

#### Statement of Work (SOW)

#### TABLE OF CONTENTS

Introduction	3
Overview	
Scope	
Executive Summary and Deployment Strategy	
Definitions	7
Roles, and Responsibilities	9
Responsibilities - Client Project Team	10
Roles and Responsibilities - Consultants Team	11
4. Project Approach	13
Stage 1: Project Initiation and Planning	13
Project Management Services and Approach	13
Task 1.1 – Project Planning	14
5. Payment Schedule	15
6. Discovery	15
Task 1.2 – Business Process Review	16
Task 1.3 – Infrastructure Planning	16
Task 2.2 - Configuration	17
Stage 3: Data Migration	18
Task 3.1 – Data Migration	19
Stage 4: SOlution Validation, and Go-Live	21
Task 4.1 – Solution Validation	22
Task 4.2 - Go-Live Transition	22
Task 4.3 - Go-Live	23
Stage 5: Project Closeout	24
Task 5.1 – Project Close-out Report	24
Authorized Signatures	25

**2 | P** a g e

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

November 21, 2020

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

#### INTRODUCTION

#### **OVERVIEW**

This purpose of this document is to describe the scope that is encompassed in the agreement between the parties for implementation services regarding the deployment of the Journal Technologies software to the governmental entities of Archer, Clay, and Montague counties.

It is understood that the parent contract includes Journal Technologies ("JTI") products eCourt, and a Public Portal with conversion activities from the LGS software solution. The offices involved include Archer County District Clerk, Clay County District Clerk, Montague County District Clerk, the 97th District Court, and the shared District Attorney's office. The consultants bring a depth of experience to an implementation such as this that is unmatched, and will utilize this experience to successfully aid in the completion of this project alongside the Client team.

When the implementation has concluded, the consultant's will continue to partner with Archer, Clay, and Montague counties to ensure that the needs of the Courts are met with expeditious resolve. Your consultants fully embraces each project with an "our customer is the most important customer" mentality, and we look forward to having Archer, Clay, and Montague counties join the family.

#### SCOPE

The Journal Technologies application(s) will be installed for Archer, Clay, and Montague Counties. We anticipate a project of this type to be completed in a single phase for a duration of approximately 8-10 months. This is an estimate based on the information available at the time of this documents inception, and is subject to revision should the scope be adjusted during discovery, or throughout the duration of the project.

The following table defines the scope of software, services, and offices involved in this implementation.

Table 1 - JTI Licensed Products and In Scope Offices and Services

<ul> <li>Journal Technologies Case Manager – SaaS</li> <li>Standard Journal Technologies</li> <li>Configuration &amp; Business Process</li> <li>Documentation*</li> <li>Journal Technologies Prosecutor - SaaS</li> <li>Standard Journal Technologies</li> <li>Configuration &amp; Business Process</li> <li>Documentation*</li> </ul>	Configuilition Consulting and Implementation     Assistance     Business Process Documentation Assistance*     Data Conversion Consulting & Assistance**
Assistance with Contractual Identified State	
Report Balancing	

3 | P a g e

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

November 21, 2020

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

- eSignatures\*\*
- \* Business Process Documentation assumes that the clients Archer, Clay, and Montague counties, wish to have a training manual included that details the steps to complete each process that is specific to the Court, and assumes that JTI will provide standard features documentation and configuration guides for functionality that is available and will be installed.
- \*\* eSignatures is an assumption that the Court intends to implement eFiling, if it is not already active on an eFile product, and would require a workflow process for signatures either electronic, or manual.
- \*\*\* Consultants will need the clients to provide some specific metrics on the scope of the conversion to be done. Journal Technologies implementation – Statement of Work does not have a detailed schedule, nor does it have a list of deliverables for the contract to weigh the level of effort involved this this area. A discovery will need to be completed for appropriate sizing to assist with these efforts.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

#### In Scope Offices

- Archer County District Clerk
- Clay County District Clerk
- Montague County District Clerk
- Archer, Clay, and Montague District Court (97th Judicial District Court)
- Archer, Clay, and Montague Office of the District Attorney

#### **EXECUTIVE SUMMARY AND DEPLOYMENT STRATEGY**

The project will consist of three major areas of involvement from the consultants, with each area consisting of tasks and deliverables. The three major areas of delivery are:

- Stage I: Project Initiation and Discovery
- Stage II: Data Migration
- Stage III: Validation, Go-Live\*\*, and Project Closeout

\*\*The delivery of this project assumes that all offices, all case types, and all licensed software will be implemented and taken live at the same time. This approach, assumes all activities will be completed by all offices/courts/etc. and the final validation, training, and Go-Live will be conducted by the vendor (JTI) as a single set of events. As referenced above, additional discussion will be necessary to determine the scope of involvement from the consultants post stage II.

It is important to note that all areas including, but not limited to the JTI solution deployment) and data migration will have connected and interdependent activities and will be run concurrently, and many activities will be done collaboratively with JTI Technologies and the client assisted by the consultants.

Summaries of each of the major Stages are described below:

Area 1: Project Initiation and Discovery involves project initiation, and the discovery. Discovery is inclusive of a mini business process analysis, detailed scope definition, client demonstration of current use of the source system (LGS), and a vendor demonstration of the migration system (eCourt/JTI). This area of involvement feeds many of the subsequent activities in the project: configuration, application refinements, migration, interface, etc. It also facilitates verifying that the sequencing, timing, and scope for the project are correct.

Area 2: Data Migrations are a major effort in any software implementation. Your consultant's conversion experience will be leveraged to try and facilitate a predictable, repetitive, repeatable migration process. Your consultants propose to take the lead on client's data migration activities, developing the conversion routines of the client's extracted legacy data to the Journal Technologies solution. Solution Validation and testing will occur once configuration activities and the data migration processes are complete.

5 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

November 21, 2020

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

Solution deployment, and data migration are independent yet connected activities and will be run concurrently. During deployment, the project teams will build the necessary Journal Technologies CMS configuration details to support the new procedures that the client will utilize within eCourt, but will also need to build configuration sufficient to convert that legacy data. Additionally, Data Migration activities are an integral part of Solution Validation and will of course be the catalyst for the final cut over to the new eCourt system, addressed as the Go-Live event. Though these activities have a separate set of tasks and deliverables, these will effectively be run as parallel tracks, and by separate entities.

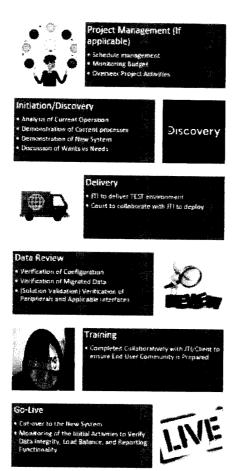
Area III: Validation, Go-Live\*\*, and Project Closeout: Consultants are prepared to discuss the level of involvement the client desires for post migration activities, but it is assumed that Journal Technologies employs a dedicated team of experienced trainers who are ready to transition the Client user community to eCourt smoothly. It was noted that the master service agreement with JTI indicated there is an unlimited training budget. Training will involve client team members as well as JTI experts and will last generally 4-6 weeks leading up to Go-Live events. After production Go-Live, the focus shifts to careful support and surveillance of the system.

This project will complete the implementation of Journal Technologies and the migration of data from LGS Court Solutions within the client systems. As noted above, this Statement of Work assumes that all courts and all offices will Go-Live at the same time during this implementation. A sample timeline graphic has been provided to show the proposed structure for this approach.

This area of the project formally closes the implementation after transitioning to JTI support and maintenance, or at the conclusion of the data migration, whichever is negotiated and mutually agreed upon by both parties. This stage signals the end of the project defined herein with the client and the consultants.

6|Page

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services



Transition to Support

Figure 1 - Implementation Stage Example

# DEFINITIONS White Transfer of the Control of the Co

The following terms and definitions shall be used through this Statement of Work, and are applicable only to the relationship between the parties herein:

- 1. <u>Change Order</u> means an order to make a change to the contractual agreement in place with respect to the project scope, schedule, and/or budget. Not all change orders will have monetary value, but all requests that involve a change to the project scope, schedule, and/or budget will require a signed change order that is to be governed by this SOW upon execution by both parties.
- 2. <u>Business Process</u> means the practice, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function. **Example:** How are requests for ex parte hearings handled? Note, this process may include steps that involve the legacy system, steps that do not use the legacy system, or a combination of both.
- 3. <u>Discovery, or Business Process Review</u> means a discussion and review of the client's legacy system and processes for the purposes of understanding the proposed configuration options and business process modifications recommended by the client when utilizing eCourt application for the same set of processes.
- 4. <u>Configuration</u> means the set of completed user and system defined code tables within the software solution. Examples: Case Types, Hearing Types, Commissary Items, Bond Companies, Offense Types, Payment Methods. Also means the act of completing configuration tasks.
- 5. <u>Migration Cycle</u> means the steps and sequence required to populate data from the legacy system into the eCourt system. The sequence starts with an extract of legacy data, continues with data mapping, mapping of legacy code values to eCourt code values, application of conversion programs and scripts, populating data into a staging database, and culminating in a data review(s).
- 6. <u>Conversion Push, or Data Push</u> means the final act in a Migration Cycle, populating legacy data into eCourt staging environment.
- 7. <u>Data Review</u> means a qualitative and quantitative investigation of the data that was populated into eCourt application during a Migration or Data Push.

7 | Page

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

- 8. End User Training means the set of activities intended to educate the future users of eCourt (JTI) on the functionality of the eCourt software for the purposes of completing their assigned job functions. This is a service provided by the vendor (JTI).
- 9. <u>Go-Live Critical / Required</u> a status assigned to any project issue that has no reasonable workaround and, if left unresolved prior to Go-Live, would cause significant negative impact to the Client's business operations or would result in significant delays to complete the process; any project related item (configuration, process, report, communication protocol, etc.) that is deemed necessary to be in place in order to Go-Live.
- 10. <u>Interface</u> means a connection to and potential exchange of data with an external, non-JTI system or application. Interfaces may be one way, with data leaving eCourt to the other system or data entering eCourt from the other system, or they may be bi-directional with data both leaving and entering eCourt and the other system. *NOTE:* It is understood there are currently no integrations in scope for this agreement.
- 11. <u>Integration</u> means a native exchange or sharing of common data within the Journal Technologies system, between external applications.
- 12. <u>Legacy System</u> means the primary computer system, database, and/or end user software application in use by the Client which is being replaced by this project. Example: LGS
- 13. <u>JTI Solution or eCourt</u> means the Journal Technologies Software License and components as defined in the table of licensed products in the Overview section.
- 14. <u>Project Manager(s)</u> means the person or persons responsible for the planning, monitoring, and execution of this project for the Consultants and/or the Client. Currently, this is assumed to be out of scope for this agreement, but is applicable regardless of whom the responsible parties are.
- 15. <u>Solution Validation</u> means the complete set of tests and testing activities when the full eCourt solution has been deployed; this activity consists of a review of data, testing of business processes and practices, validation of completed configuration, interfaces and interchanges, and testing of any peripheral equipment that is intended for use. This activity is a pre-cursor to End User Training activities, and is also a service to be provided by the vendor (JTI)..
- 16. <u>Subject Matter Experts (SME)</u> means the person or persons most familiar with a process, function, or operating procedure for any given set of activities or process areas. Persons may be considered a subject matter expert in multiple areas. Typically, these persons make up the core project team.
- 17. Terms Not Otherwise Defined shall have the meaning as set forth in the contract.
- 18. <u>Use Case Scenarios</u> mean the description of the business process or scenario that needs to be solved.
- 19. <u>Test scripts</u> mean the steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or "Use Case Scenario".

**8** | P a g e

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

## ROLES, AND RESPONSIBILITIES IN THE PROPERTY OF THE PROPERTY OF

In every software implementation, leadership involvement is extremely important for ensuring that the project is on schedule, that quality is maintained, and the KPI's (key performance indicators) are adhered to.

In line with our experience with similar projects, below we will expand upon the general roles expected for the Client team, along with a suggested composition of resources for the specified group or individual.

Client Project Manager - This individual will serve as the primary and central point of contact for Client that will work closely with the Journal Technologies Project Manager, and will be liaison between JTI, and the Consultants. This individual will also represent the interests of all the Client stakeholders. Further information on the responsibilities of this individual is provided below.

Client Project and Subject Matter Expert Team - This group consists of Client operational, technical, and other resources with deep knowledge of the local processes, data, and functionality of the legacy systems. These are key members of the Project Team and are generally assigned to the project permanently, or at least in such a way as to be called upon as needed.

Note: Some SMEs will have unique expertise in a single area, where others may have a broader understanding of the operations and can speak as a subject matter expert in many areas. In many instances the Project Team includes team leads, often managers or supervisors, who may or may not be primary Subject Matter Experts. The "lead" role helps guide and influence, keeping focus on the overall project goals.

Client IT Team - This group consists of Client IT and other key technical personnel from potential interface partners, as determined by the Client and Courts. The Consultants will largely fill this role.

External Stakeholders - This group includes all external parties to the project including the state- and federal- level justice partners and local law enforcement agencies' representatives.

Project Management Office (PMO) - The PMO is a joint group consisting of the project managers and project leads from both Consultants and Client, where applicable.

9 | P a g e

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

#### RESPONSIBILITIES - CLIENT PROJECT TEAM

The client project team is an integral part of any successful software implementation. The Roles section above outlined the general structure of the Client organization, but the detailed breakdown of the client roles and responsibilities for the Project Team is listed below. The Consultants strongly encourage the following when considering the Project Manager and Project Team structure:

- Strong Subject Matter Expert representation from key operational areas
  - Ability to fully understand their process areas and the upstream or downstream impact for all decisions
  - Active participants in all related project activities
- Command level decision makers must be present, and empowered to make and drive important business decisions

Note, that each project is unique, and the duration required for each participant type may change. Some of these roles will be fulfilled by the consultants.

**Business Analyst -** Understands current business practices; able to visualize and articulate the end-to-end process and help craft solutions with the software that meet the business needs. Example activity involvement: Business Process Review; Data Review; Solution Validation

Data Migration – (Non-Technical\*) Ability to understand and identify data elements as they migrate from the legacy system into new CMS; Understands operation impacts of data; able to assist in explaining data rules to be applied to conversion programs. Example activity involvement: Data Reviews; Configuration; Migration Data Mapping

**Data Migration – (Technical)** Ability to understand the legacy data structure at the infrastructure or database level. Understands the current construct and data definitions of the legacy data; able to assist in extracting the legacy data; able to participate in eCourt data reviews and in the conversion balancing process. Example activity involvement: Data Extracts; Data Pushes; Data Reviews

Forms Owner - Intermediate to advanced user of Microsoft ® Word; Understands data token concepts and the mail merge concept; having operational subject matter expertise is also helpful. Example activity involvement: Forms creation

**SME – (Operations\*)** Deep knowledge and understanding of current business practices and policies; understands the "why" behind the business – possesses an attitude and understanding that questions the "we've always done it that way" ideology. Example activity involvement: Business Process Review; Data Reviews; Business Process Definition and Documentation; Configuration

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

**SME** – **(Technical / Infrastructure)** Deep knowledge and understanding of the technical aspects of the legacy systems. This role usually has multiple facets, but generally consists of team members who are skilled in legacy operating system, TCP/IP Networking, Firewalls, AntiVirus Infrastructure setup and planning; infrastructure troubleshooting

\*Note: In many implementations, the Operational SMEs act as the non-technical data migration resource(s). In those instances, there is a single group of SMEs who are engaged in all SME related activity, including the data reviews.

ROLES AND RESPONSIBILITIES - CONSULTANTS TEAM

Consultant's team members will partner directly with the client teams, creating a cohesive unit that is dedicated to completing the scope of work required, but also will focus on creating long term solutions that offer sustainability and a platform for future improvements by the Client.

In most projects the Consultants will utilize at least one Project Manager/Implementation Consultant, and one Technical Engineer will also be added. Other specialty resources are utilized through the life cycle of the project as needed, including Business Analysts, and Quality Assurance Specialists to name a few.

Though no two projects are alike, and the duration required for each participant type may change, the roles and expectations for each player are consistent. Descriptions for the various resource types are listed here, but note will vary by the statement of work, and scope of contract.

**Project Manager** - Responsible for the overall management and progress of the project. Communicates project issues, risks, and status to all stakeholders. Partners with the client Project Manager for activity and task scheduling, for project communications, and issue resolution.

Consultant Project Managers are also knowledgeable in the multiple applications and in most client business processes and are able to actively participate and guide many solution-oriented discussions. Example activity involvement: Project Planning, Activity Scheduling, Project Status Reports, Resource Coordination, Issue and Risk Management.

**Implementation Consultant** - Responsible for SME training, configuration and business process consulting and assistance, assisting with data reviews and helping with issue resolution. Example activity involvement: Configuration, Migration Data Reviews, Training, Business Process Definition

**Migration/Technical Engineer** - Sometimes referred to as a "DBA", this resource is a skilled SQL programmer, responsible for converting the Client legacy data into new CMS systems using a combination of the IFL and related conversion programs, and custom SQL scripts

Data Conversion

**Business Analyst** - Understands Client business practices and many CMS application functionalities and options. Reviews incoming development project requests to determine feasibility and recommend solution alternatives. Helps document business processes and custom development features and

11 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

functions. Example activity involvement: Business Process Review, Agile development reviews, business process documentation, enhancement documentation.

**Interface Consultant** - Skilled technical resource, knowledgeable in API development and around interfaces and data exchanges in general. Example activity involvement: Interfaces Consulting, Interfaces Development

**Training Specialist -** Skilled educator, understands many CMS applications and related functions, business practices and concepts, and is versed in teaching methods. Can help create training content and the development of a training plan. Example activity involvement: SME Training, End User Training, Train-the-Trainer activities

#### TRAVEL EXPECTATIONS

During the implementation, the various project activities and tasks will be completed on site and remotely. When onsite travel is required, Consultants staff will adhere to the following travel guidelines:

- No more than four consecutive nights away from home
  - o Four days of onsite time and one day at the Consultants office
- Travel to commence on Monday morning for outbound travel, and to complete the return on Thursday evening OR Friday morning.
  - Travel from Sunday to Friday may be permitted, but only for targeted onsite engagements, such as for Go-Live support (when applicable to the scope of the contract)
- No more than three consecutive weeks at the Client location, except for targeted activities such as Go-Live support and certain end user training situations
- Consultant staff will be expected to participate in Consultant hosted meetings, trade-shows, user forums, and continuing education activities. These activities generally do not take place more frequently than once per quarter
- Mileage is reimbursed at the current IRS rate
- Lodging and meals are reimbursed at the current GSA rates

## **ACTIVITIES WITH SPECIFIC ON-SITE EXPECTATIONS**

Many activities can be completed remotely by Consultants staff working at their office location(s). Status meetings, certain consulting activities and follow up items, and even certain training courses can be facilitated by remote mechanisms. Other activities, however, are more suited to an on-site presence. The following table of activities will indicate whether the activity will be conducted on site or remote. Note that for the purpose of this agreement there is no travel in scope.

CHANGE MANAGEMENT & SCOPE CONTROL

12 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

#### **Deliverable Approvals**

As the project tasks and activities are completed, Consultants will provide Deliverables as described within this Statement of Work. These Deliverables will correspond to an invoice for services or software. Consultant's will provide the Deliverables as soon as practical after the tasks representing the Deliverable(s) have been completed. By sending the Deliverable, Consultants states that the tasks and activities for that Deliverable have been completed in accordance with the Statement of Work.

The Client will have 10 business days to review and approve the Deliverable, though the client may request additional time to review; in some instances, the project will not be able to continue without Deliverable approval, so strict adherence to the approval timeline is required. The Consultants will alert the Client if approval is required before project work can continue. **Deliverables that are unsigned after ten business days are considered approved and will be invoiced, if required.** 

**Remediation:** If the Client does not approve the Deliverable, Client will provide written explanation of the tasks, activities, or issues that Consultants has not completed per the SOW or contract for that specific Deliverable. Consultants will then ensure the tasks, activities, or issues are completed per the SOW or contract and will re-submit the Deliverable for approval. The Client will have an additional five business days to confirm the tasks have been completed and the Deliverable can be approved, otherwise the cycle of remediation will continue until the Deliverable is approved.

# 4. PROJECT APPROACH

Throughout the project, Consultants will leverage our extensive experience in similar projects, thereby allowing Client to focus on any strategic issues that need to be addressed as well as the strategic decisions that need to be made. The Stages and associated tasks will be performed in this project are detailed below.

# STAGE 1: PROJECT INITIATION AND PLANNING

This Stage involves Pre-Implementation Planning and the Business Process Review and facilitates verifying that the sequencing, timing, and scope for the project are correct. The specific tasks of this Stage are described below.

# PROJECT MANAGEMENT SERVICES AND APPROACH

Unlimited time and resources are luxuries that no project enjoys. In most cases, projects require informed trade-offs among competing constraints – budget, schedule, risk, and quality. The primary goal of project management is to complete the project goals with an acceptable balance among these constraints. When viewed objectively, projects that are on-time and on-budget are considered

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

successful. But the project must also deliver on its objectives and achieve an acceptable level of quality while carefully managing risks.

The consultant's project management approach seeks to effectively balance these constraints through:

- A statement of work that clearly defines project deliverables and constraints as well as a formal process for managing scope change,
- Clearly defined roles and responsibilities for both the client and consultants, including welldefined authority for approving project goals and scope,
- · Forthright and frequent communications,
- Continuous risk assessment and risk management, and
- Substantial participation by the client in both the management and implementation of the project.

### **Build and Oversee the Data Migration Plan**

 Identify requirements, monitor trial migrations and facilitate review of the data from a business standpoint

#### Ensure that Infrastructure Requirements are met

- Establish performance objectives
- Oversee system component acquisition and installation if needed

## **Establish Post Go-live Operational Considerations**

- Facilitate critical issue resolution
- Complete the project by facilitating executive signoffs

The overriding theme of the above methodology is one of collaborating with the customer to accomplish goals. This methodology provides the framework that incorporates measurable goals, timely reporting, flexibility to the customer's business environment and a "road map" by which complexity can be managed and consistent results ensured.

#### TASK 1.1 - PROJECT PLANNING

Consultants will introduce its implementation methodologies, terminology, and best practices to Client Project Team. This task will also present an opportunity for project managers and project sponsors to discuss the type of metrics and status reporting to be used to measure project progress and manage change. Typically an introduction meeting, the attendees will leave this meeting with an understanding of the project activities and their respective roles within each of the activities.

14 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

November 21, 2020

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

Consultants will work together with Client Project Team to prepare and deliver the most important project planning components required for delivery.

#### **Assumptions**

The project introduction meeting will be conducted via teleconference

#### **Client Involvement**

- The Executive Team (if applicable) and Project Team will attend the project initiation meeting
- The Executive Team and Project Team will provide input and feedback into the Statement of Work,
   and the Deliverables list to ensure understanding and agreement

# 5. PAYMENT SCHEDULE

Payment for Professional Services is based on time & materials (T&M):

Contract is based on time & materials (T&M) and billed at a contracted rate of \$125/hour with an initial investment of \$20,000.00 at contract acceptance to be drawn upon until the first 100 hours have been utilized, and then regular billing cycles will commence.

Estimated LOE for Deliverables	Projected Date	Milestone Payment
Project Initiation – Delivery of Statement of Work, Discovery, &	20-DEC-2020	\$20,000.00
Business Process Documentation (Not to exceed 190 hours)		,
Delivery of Initial Data Migration Cycle to Testing Environment (Not to exceed 150 hours)	15-MAR-2021	\$16,779.00
Delivery of Data Migration Cycle #2 (Not to exceed 80 hours)	15-MAY-2021	\$9,242.00
Delivery of Data Migration Cycle #3 (Solution Validation) (Not to exceed 75 hours)	15-JUL-2021	\$9,090.00
Delivery of Data Migration Cycle #4 (Go-Live Cut-over) (Not to exceed 375 hours)	15-SEPT-2021	\$44,889.00

<sup>\*</sup> Once the maximum allowable hours have been exceeded for the initial estimated rate at a reduced price, the remaining hours will be billed on a Time and Materials basis at the contracted rate of \$125/hour.

# A DISCOVERY.

Upon initiation of the executed agreement the Consultants will begin working with the Court on Discovery to determine if an expanded scope is necessary for one or more components of the agreement. Any expenses that are anticipated to exceed the aforementioned estimated amounts will be discussed, and passed through change control prior to any assumption that work assignment is accepted by either party.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

#### TASK 1.2 - BUSINESS PROCESS REVIEW

The first project activity following the kick-off is a review of the primary Journal Technologies business processes. Consultants will review and demonstrate to the Client the standard set of functionalities that will be in use after go-live. Consultants will also document any client desires to modify the standard processes to align with local business rules. The scope of this implementation includes standard Journal Technologies functionality. Limited amounts of process updates may be allowed, but Consultants cannot guarantee the changes can be made without additional funding.

This review will also include those processes that are a function of the integrated nature of case processing that occurs between the offices. Examples include: filing cases from the DA to the Clerk, updating and maintaining party records, setting calendars, updating dispositions.

#### **Assumptions**

- The business process review will involve Client representatives from all in scope offices.
- The Journal Technologies basics training will be conducted onsite at a single, centralized, location that can accommodate Client's designated participants.
- The Client IT Team will provide access to the current system environments for conducting the business process review exercise.
- The Client Project Team will prepare business scenario documentation for the purposes of conducting the business process review (with direction from Consultants).
- Appropriate SMEs from Client departments and their justice partners involved with any identified interfaces will be available as needed during the interface portion of the business process review exercise.

#### **Client Involvement**

- The Client Project Team and Client IT Team will participate in the Business Process Review.
- The Client Project Team and Client IT Team will provide sufficient feedback and review of the Business Process Review Report.
- The Executive Team will finalize decisions on all identified Journal Technologies modifications.

## TASK 1.3 - INFRASTRUCTURE PLANNING

During this task Consultants will work with the Client team to plan for and design any infrastructure and peripherals needs. As part of this activity, Consultants will also provide the Client with recommended specifications and compatibility requirements for desktop hardware and peripheral devices. The Client IT

16 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

Team can leverage these specifications to ensure that its hardware is of the correct type for use with the vendor systems.

#### **Assumptions**

- The Client team will communicate any preferences or predispositions that pertain to system architecture, peripheral devices, and/or technical capabilities
- The Client team will provide input and feedback pertinent to the infrastructure and peripheral needs of the Court

#### **Client Involvement**

- The Client team and External Stakeholders will be designated by Client to contribute in architecture design discussions when applicable
- The Client team will be involved in the review and feedback on any infrastructure and peripheral needs of the Court

#### TASK 2.2 - CONFIGURATION

After the initial software is delivered and installed, Consultants will work with Client Project Team to establish any additional configuration needs of the application that are needed to prepare the system for the next Stage of activities.

The scope of this implementation assumes a standard configuration; however, some configuration may be tailored to the individual preferences and needs of the client user community.

Consultants are not responsible for building the initial configuration, but may assist with configuration tasks as the Court deems necessary on a time and materials basis. Consultants may seek assistance from the client Subject Matter Expert team in the form of process clarification or preference for code values of local configuration items. Client is responsible for additional configuration updates, with Consultant's guidance. The client is responsible for maintaining the configuration.

## **Assumptions**

- Consultants will complete the configuration activities
- Offices will designate at least one Subject Matter Expert (SME) to assist in configuration activities;
   SME must be authorized to make configuration and process decisions or must have a clear escalation path so that decisions are made within three business days
- Client will have the appropriate representatives participate in configuration activities
- The Client Project meetings will occur in a virtual meeting space
- The Client Project Team will complete their necessary configuration assignments in a mutually agreed upon timeframe

17 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

## **Client Involvement**

- The Client Project Team will be heavily involved in all aspects of the configuration process; Client is responsible for completing the configuration
- Consultants will consult with the Client to provide best practices recommendations as the Client completes any configuration activities
- The Client Project Team will be responsible for completion and delivery of any identified Forms. Consultants will consult as needed.

#### STAGE 3: DATA MIGRATION

Consultants will lead the data migration effort with significant contributions from the client, developing the conversion routines to migrate the data extracts from Client's current environment to the Journal Technologies solution. Consultant's will work with JTI and utilize the JTI conversion tools to facilitate the predictable, repetitive, repeatable conversion process that is necessary for a successful migration.

### "As Presented" Migration Expectations

It has been our experience that data migrations rarely make data better or "cleaner." The quality of the legacy data migration has a direct correlation to the existing quality and integrity of the legacy data itself. This truth is seemingly contradicted by the perception that the data is better after conversion to a new system.

In general, our recommended philosophy for migrations are to convert it all and to convert it as is. We generally do not recommend migrations that filter the data unless it is clear the data is redundant, obsolete, or otherwise does not represent real court data. In addition, we generally do not recommend manipulation of data unless the data violates a business rule, in which case, the solution should always provide a clear and visible indication of the original condition of the legacy data. Any exceptions that require a manipulation of data will need a decision log and authorized signature accepting the result in a conversion scope agreement.

Consultants will work with the Client to determine the best location for each data element and will work with the Client to build migration rules that allow the legacy data to conform with the new system's data requirements. Through this process, Consultants will successfully migrate the legacy data into Journal Technologies, but will not construct data that is not already present within the legacy data. However, Consultants and the Client will need to determine, if required, how to deal with data not already present that needs to be present for Journal Technologies to work as planned. A successful data migration ensures that all pertinent legacy data has been migrated to the new system and ensures that all business processes within that system function properly when utilizing the migrated data.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

#### **Overall Migration Expectations**

Many legacy court systems tend to leave the quality of the data in the hands of the user community. If the legacy system did little to help ensure the quality of data, then it's extremely difficult, and sometimes impossible, to expect complete resolution through a data migration. Therefore, we find it best to actively manage the expectations of the user community.

Although it is possible to experience very positive feedback from user groups on the look and quality of migrated data in a new software, we recommend that users be cautioned against thinking that long standing data problems will disappear or be improved through conversion. We've found that by establishing communication lines between Project Team Leadership and setting expectations with Executive Management, we've been able to find solutions to data quality issues that allow for good business process continuity without exploding projects costs and timelines.

In addition, these same expectations need to be further communicated to the general user community. Although expectations begin with Executive Management, we've found that also communicating expectations to the level of the general user community proves to be beneficial for the migration effort.

#### TASK 3.1 - DATA MIGRATION

In this task, Consultants will work with Client's data experts to conduct multiple iterations of an automated data migration. The purpose of this task is to transition Client's relevant court data from their legacy systems to the new software system. This task will save Client time and effort during the Go-Live and transition process. This task will include a series of activities surrounding the conversion of data or the development of business processes to support Client's transition to the new Journal Technologies environment. Consultants and Client will assemble a data migration team that will be in place throughout the project.

As part of Client's migration activities, its business team should evaluate its legacy data to determine which data elements truly need to be brought forward to the new system. Data migration are a significant undertaking to both Consultants and Clients, and care should be taken to focus migration efforts on data elements and business rules that will be of use to Client moving forward. To the extent the financial transaction history exists within the legacy system, Consultants may attempt to convert it. The Consultants and Client teams will jointly determine the best and most feasible approach for converting financial records.

To complete the migration cycles, the migration team will work with the business team performing a total data migration and data validation. The teams will execute several cycles completing the following tasks for each cycle:

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

- Extract Legacy Data Client
- Complete data mapping (table to table) Consultants, with guidance from Client
- Populate the code (field) mapping utility Consultants
- Complete the code mapping Consultants, with guidance from Client
- Execute conversion scripts pushing data to configured site JTI, with guidance from Consultants
- Review converted data with Data Migration Team Client (responsible) and Consultants (consults)
- Conduct data reviews and reviewing reconciliation reports produced by JTI Client and Consultants
- Document data exceptions and business rules to be applied Client and Consultants
- Document schema mapping, assumptions, and decisions applied to migrated data Client and Consultants
- Identify and document source data to be cleaned up prior to the next conversion run Client and Consultants
- Update scripts as needed to influence different or additional data behavior JTI, with guidance from Consultants
- Review the set of issues or business rules, and outcomes that are expected to be resolved in each conversion push – Client and Consultants

It is very common to find data issues with the migration in its initial iterations. As the issues are identified, the teams will update scripts, legacy data and extracts, and migration routines as necessary to create the desired output. There will be a total of three non-production (test) data pushes with review / remediation cycles.

## Final Non-Production Data Push – Issue Resolution and Acknowledgment

Client acknowledgment required: Client PM will provide a good faith statement that the data has been reviewed and all known issues have been reported to Consultants. Issues discovered or reported after this point will be deferred to after go-live for resolution. Additionally, certain issues previously reported may be designated by mutual agreement as non-critical for go-live and may also be deferred to post go-live for resolution. Consultants and client will mutually determine a plan for post go-live data issue resolution.

## **Assumptions**

- The JTI tools have reports and metrics built in to measure the quality and breadth of the converted
- The scope of this task is limited to Client's primary legacy systems: LGS
- Additional data sources, data elements to be converted, or conversion cycles represent a scope change and will require a contract amendment before they can be included

20 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

- JTI, or the Consultants will be provided with data from the source system(s) in a non-proprietary format (e.g. SQL Server tables, comma separated ASCII files, or some other mutually agreeable form, and on media that is readable by Consultants).
- Client will deliver the legacy data to JTI, or the Consultants in a consistent format for each data conversion cycle; updates to the format must be approved by JTI and the Consultants
- Consultants will perform a standard migration from the source system(s) to the Journal Technologies database using JTI's existing IFL tools
- This proposal assumes all data will be converted "as-is" with limited or zero data construction, manipulation or cleanup.
- No data manipulation or fabrication will be performed. Data will not be split or merged
- Merging of duplicate party data (same person exists in multiple systems / databases or within the same system / database with unique identifiers) will be completed in Journal Technologies software by the client; merging of party data during the conversion process is not recommended
- Consultants will work closely with Client representatives to identify business rules before JTI
  engages writing the conversion. This step is typically defined as data mapping (mapping legacy
  data to the new system destinations).
- Consultants will perform four data pushes (4<sup>th</sup> is Go-Live) and lock the conversion code after the third iteration.
- Data review sessions will include participants from all offices
- The Client Project Team leads and/or Client Executives will make the necessary decisions on the data migration strategic approach in a timely manner

#### **Client Involvement**

- All offices will participate in data review sessions
- The Client is responsible for extracting and delivering legacy data to JTI, or the Consultants
- The Client subject matter experts and resources most familiar with the current data will be involved in the data migration effort.
- The Client will be responsible for reviewing the migrated data and reporting issues during each cycle, with assistance from Consultants
- The Client Project Team will be responsible for completing mapping activities, with assistance from Consultants

STAGE 4: SOLUTION VALIDATION, AND GO-LIVE

This Stage will complete the Go-Live project activities for the deployment of the Journal Technologies Software solution for Client. A successful Go-Live starts with successful testing of the deployed solution, proper training of the end user community, and detailed planning of the go-live activities, timeframes,

21 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

and decision points necessary to ensure predictable results. This reduces the operational risks involved with Client's transition to a new software product.

#### TASK 4.1 - SOLUTION VALIDATION

Prior to the start of training, the system is thoroughly tested in an end-to-end validation period. Consultants will work collaboratively with vendor to show the completed configuration and business process items to the Client SME team. Each aspect of the configuration and business processes are comprehensively and systematically reviewed by the Client SME teams to ensure the configured system operates as expected. This is a time that identifies issues with local configuration or business processes and allows the teams to make final adjustments as they prepare for training and go-live.

#### **Assumptions**

- This task will be coordinated and conducted together with all relevant (in scope) Client offices, and coordinated with JTI.
- The Client Project Team will have developed the necessary test scenarios as part of the Business Process Review and Configuration activities.
- All Go-Live required interfaces will be completed and available for testing; any external stakeholders necessary for testing interfaces will be informed of the testing activity by the Client and will participate in the validation of the interfaces
- All offices will participate in the Solution Validation review activity
- External Stakeholders will provide the environment(s) necessary to conduct testing (interfaces),
   as needed.
- All Go-Live required configuration and business processes will be developed and documented by Consultants prior to the start of Solution Validation. Updates to business processes are an anticipated outcome of Solution Validation.

## **Client Involvement**

- The Client Project Team will be heavily involved in conducting the Solution Validation task
- Additional SMEs and End Users may also be involved in the validation testing

## Task 4.2 - Go-Live Transition

To arrive at this point, Client Project Team and Consultants will have successfully completed each of the following project milestones:

Configuration Complete

22 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

- Any determined Application Development Complete (Out of scope)
- Interface Development Complete (Out of scope)
- End-to-end Functionality Validation Complete

Once Sign-off on Solution Validation has been accomplished, training can proceed, and in parallel, the final detailed planning for cutover to the new system and processes will be performed. JTI will be responsible for the training and Go-Live activities of the implementation, but the Consultants will work collaboratively to support the Court throughout these activities.

## **Assumptions**

- This task will be coordinated and conducted together with Client and impacted justice partners.
- The Client Project Team has signed off that Solution Validation has completed.

#### **Client Involvement**

- The Client Project Team will be involved in development, review, and approval of the Go-Live Transition plan with JTI, and provide details to the Consultants for planning purposes
- Consultants will support the designated and trained Client personnel on Go-Live activities remotely

TASK 4.3 - GO-LIVE

There will be a single go-live event for all offices; all offices will go-live at the same time.

Consultants requires the Client's project team and SMEs act as primary supporting resources for the Go-Live event. In this capacity the end users should report their issues to and ask questions of their peers who have been engaged in the project. This approach serves multiple purposes: empowers the SMEs to own the solution that they helped establish; gives confidence in the users and leadership in the Client's ability to self-support the solution. However, the SME and project teams will not be without assistance from Consultants. It is also assumed that JTI staff will be available and engaged.

Issue reporting and follow up strategy will be established by the PMO so that all users know how to route their issues and questions. Client SMEs will act as the first point of contact for issue resolution, with Consultants providing assistance and consulting as needed.

#### **Assumptions**

• External Stakeholders will be available to assist in supporting the interfaces associated with the Go-Live process.

23 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

- The Client Business Processes required for Go-Live will be fully documented and tested prior to Go-Live
- The Client Project Team and SME's will be the primary point of contact for the end users when reporting issues during Go-Live
- The Client Project Team and SME's will provide business process context to the end users during Go-Live
- The JTI Go-Live support team will be available to consult with the Client teams as necessary during the prescribed Go-Live time period.

#### Client Involvement

- The Client Project Team will be involved in supporting the Go-Live process.
- Client SMEs will be involved in supporting the Go-Live process and will be the primary point of contact for issues and questions that are reported by the end users.
- Client will provide a designated location to function as a command center for issue reporting
- Client will assist Consultants with issue tracking and resolution and will actively participate in the issue triage and resolution process

#### STAGE 5: PROJECT CLOSEOUT

This Stage will formally close the project. Following the successful Go-Live event the project managers will ensure all deliverables have been completed and no tasks remain open. At this time the Client may choose to engage the consultants on other tasks on a time and materials basis, or acquire final approval for sign-off and payment for any outstanding amounts.

#### **Assumptions**

- All project implementation activities have been completed and approved.
- No material project issues remain.
- All Deliverables have been completed and signed

#### **Client Involvement**

- Participate in transition discussions and meetings
- Provide feedback and updates on remaining issues

# TASK 5.1 - PROJECT CLOSE-OUT REPORT

The project closeout report will be approved by the Executive Team signaling final completion of the implementation project.

24 | Page

The information contained herein is confidential and proprietary to services rendered by Ashley Culley and MnM Consulting Services and may not be distributed without the written consent of Ashley Culley and MnM Consulting Services.

Structured Configuration | Conversion | Business Process Documentation | Integrations | Data Entry Services

# AUTHORIZED SIGNATURES

Client:	Archer, Clay, and Montague Counties
Project:	Court Data Migration Project – LGS to Journal Technologies
Date Completed:	15 December 2020

This sign-off sheet represents an agreement between *Archer, Clay, and Montague Counties* and the Consultants (Ashley Culley, and MnM Consulting Services) that the project statement of work as defined above has been accurately described, and is accepted by the Client.

Acceptance of Statement of Work				
Client Project Manager:		Date:		
	<insert name=""> Project Management Archer, Clay, and Montague Counties</insert>			
Consultants:		Date:		
	Ashley Culley			
Consultants:		Date:		
	Melissa Hoadley, MNM Consulting Services			