

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Deborah Clausing, Operations Manager

Department: Prosecuting Attorney & DAC

Requested Agenda Date: 06/15/2021

Presenting: _____

Document Title:

Professional Services Agreement with Journal Technologies, Inc. - joint Agreement with the Prosecutor's Office, City of Yakima, and the Department of Assigned Counsel for eSeries migration.

Board of County Commissioners Record Assigned
BOCC Agreement

154 - 2021
Yakima County, WA

APPROVED FOR AGENDA:
 Consent Regular
Board of County Commissioners Determined

Action Requested: *Check Applicable Box*

PASS RESOLUTION EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT
 ISSUE PROCLAMATION PASS ORDINANCE OTHER _____

Describe Fiscal Impact:

Professional Services: One-time implementation/data conversion/interface
*Prosecuting Attorney's Office: \$128,250 (City of Yakima pays \$42,750, which is 25% of the total cost, \$171,000 see BOCC 018-2021).
*Dept. of Assigned Counsel: \$164,000

Background Information:

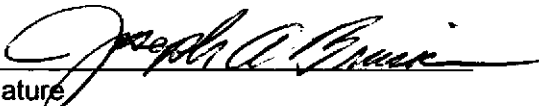
Journal Technologies set an End of Life date for the JustWare legal case management system, the eSeries (eProsecutor and eDefender) is a continuation of services which replaces that system.

Summary & Recommendation:

Recommend Approval.

Motion:

Department Head/ Elected Official


Signature

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial



Late Agenda Requests Require BOCC Chairman Signature:

154 - 2021

Journal Technologies, Inc.

PROFESSIONAL SERVICES AGREEMENT

Yakima County, WA

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), by and between **Journal Technologies, Inc.**, a Utah corporation (hereinafter "**Journal Technologies**"), and **Yakima County** and the **City of Yakima**, political subdivisions of the State of Washington, on behalf of the Yakima County Prosecutor's Office, the City of Yakima City Attorney, and Yakima County Department of Assigned Counsel, (hereinafter "**Client**"), is made as of the date executed by both Journal Technologies and Client (the "**Effective Date**").

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 **Deliverable(s)** means one or more items (which may include software, services or other items) to be delivered by Journal Technologies to Client under a Statement of Work or this Agreement.

1.2 **eSeries® Go Live** has the meaning ascribed to such term in the License, Maintenance and Support Agreement.

1.3 **Legacy Data** means information stored on the case management system JustWare (and related programs), a version of which Client licensed from Journal Technologies prior to the Effective Date of this Agreement.

1.4 **License Agreement** means that certain Software License, Maintenance and Support Agreement entered into by Journal Technologies (as Licensor) and Client (as Licensee) concurrently herewith (as such agreement may be amended from time to time pursuant to the terms thereof).

1.5 **Licensed Software** has the meaning ascribed to such term in the License Agreement.

1.6 **Project** means each project undertaken by Journal Technologies under Section 2 ("Services") pursuant to a Statement of Work.

1.7 **Service Fees** means the fees to be paid by Client for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the initial Services or in the applicable Statement of Work for additional Services.

1.8 **Services** means those services provided by Journal Technologies to Client under Section 2 ("Services") of this Agreement.

1.9 **Statement of Work** means a statement of work, prepared and executed pursuant to the provisions of Section 2 ("Services") of this Agreement.

2. SERVICES

2.1 **Projects.** Journal Technologies agrees to provide Services to Client, as such may be determined from time to time in accordance with the provisions of this Section 2 ("Services"). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Statement of Work, if any, and any other guidelines agreed upon in writing by Journal Technologies and Client.

2.2 **Project Requests.** If Client requests that Journal Technologies provide Services to Client other than those expressly set forth in this Agreement or **Exhibit A** hereto, Client shall submit a reasonably detailed Project request to Journal Technologies. Journal Technologies shall have the right to request additional details about the proposed Project described in the Project request. If Journal Technologies believes that it can provide the requested Services, within a commercially reasonable time, Journal Technologies shall submit a proposed Statement of Work to Client.

2.3 Procedure for Agreement upon Statements of Work.

2.3.1 **Statement of Work.** Upon Client's receipt of a proposed Statement of Work, Journal Technologies and Client shall attempt reasonably to meet, consult and agree upon a mutually approved Statement of Work which, unless otherwise agreed by the parties, shall include the agreed costs and payment terms for a Project.

2.3.2 **Incorporation of Statement of Work.** At such time as the parties shall have agreed upon a Statement of Work, the Statement of Work as so completed, approved and executed by their authorized representatives shall constitute an agreement under and be subject to the non-conflicting provisions of this Agreement.

2.3.3 **Changes.** Modifications to a Statement of Work shall be accomplished by the negotiation and execution of an amendment reasonably satisfactory to each of the parties, which may result in an increase or decrease in the overall cost of a Project.

2.4 **Journal Technologies' Employees and Subcontractors; Indemnification Generally.** Journal Technologies shall require all of its employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by Client. Journal Technologies shall procure all business permits necessary to perform under this Agreement and pay all related fees. Journal Technologies and Client shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or

code or (ii) the negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

2.5 **Status Reporting.** Journal Technologies will provide reasonable status reports to Client upon request.

2.6 **Status Meetings.** If Client so requests, Journal Technologies shall hold periodic status meetings with Client management in order to review the status of Journal Technologies activities.

2.7 **Record Keeping and Inspection.** Journal Technologies shall maintain reasonable accounting records, in a form sufficient to substantiate Journal Technologies' charges hereunder. Journal Technologies shall retain such records in accordance with its general record retention policies. Client shall have the right to inspect any such records upon reasonable notice, at Journal Technologies' main office and during Journal Technologies' normal business hours.

2.8 **Go Live.** Upon the occurrence of each Go Live of the Licensed Software for a Project, Client is deemed to have recognized that the Deliverables provided in respect of such Project satisfy the applicable requirements therefor, except to the extent otherwise expressly set forth in a writing signed by both parties in connection with such Go Live.

2.9 **Ownership of Product of Services.** Unless otherwise specified to the contrary in the applicable Statement of Work, all data, materials, Deliverables and other products developed by Journal Technologies under a Statement of Work or this Agreement shall be and remain the sole and exclusive property of Journal Technologies, which shall retain all rights therein; **provided** that upon payment of all required amounts by Client, Client shall have the right to utilize any Deliverables for Client's internal purposes in accordance with the terms and conditions of the Statement of Work and the License Agreement.

3. WARRANTIES

3.1 **Services Warranties.** Journal Technologies warrants that the Services rendered to Client pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Journal Technologies' employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

3.2 **Warranty of Law.** Journal Technologies warrants and represents that to the best of its knowledge: (i) Journal Technologies has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Journal Technologies is a party or by which it may be bound (the "**Legal Warranty**"). In the event of a breach of the Legal Warranty, Journal Technologies shall indemnify and hold harmless Client from and against any and all losses, liabilities, damages, causes of action, claims, demands, and

expenses (including reasonable legal fees and expenses) incurred by Client, arising out of or resulting from said breach.

3.3 **No Other Warranties.** THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE LICENSE AGREEMENT OR STATEMENT OF WORK.

4. PAYMENT

Service Fees shall be payable in respect of Services provided by Journal Technologies (including its agents and contractors) to, for, or at the request of Client or those acting on its behalf under this Agreement, including but not limited to installation, configuration, training and the like. If any Services are requested and provided without a Statement of Work, they will be billed by Journal Technologies to Client in accordance with Journal Technologies' normal billing practices at the time, on a time-and-expense basis, with hourly rates at the then-standard rates, and expenses charged at cost, or as the parties may otherwise agree in writing. Unless otherwise set forth in a written agreement of the parties (including, without limitation, in any Exhibit hereto), payment for all Service Fees for the Licensed Software shall become due and payable upon the final eSeries® Go Live of the Licensed Software for such Project, net thirty (30) days. Unless otherwise set forth in an applicable Statement of Work or other written agreement of the parties, any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

5. LIMITATIONS ON LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED REVENUES (OR LIKE AMOUNTS) IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, CLIENT'S TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO JOURNAL TECHNOLOGIES. IN NO EVENT SHALL JOURNAL TECHNOLOGIES' TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO JOURNAL TECHNOLOGIES.

6. CONFIDENTIALITY

6.1 **Client's Responsibilities.** Client hereby agrees that (i) all materials received from Journal Technologies under this Agreement are the confidential and proprietary

information of Journal Technologies, (ii) Client shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a Statement of Work, none of such materials shall be in any way disclosed by Client to any third party, in whole or in part, without the prior written consent of Journal Technologies, which may be granted or withheld in its sole discretion. If Client becomes aware of the unauthorized possession of such materials, it shall promptly notify Journal Technologies. Client shall also assist Journal Technologies with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Journal Technologies to protect its proprietary rights.

6.2 Journal Technologies' Responsibilities. Journal Technologies hereby agrees that (i) any information related to the official business of Client that Journal Technologies obtains from Client in the course of the performance of this Agreement is the confidential and proprietary information of Client, (ii) Journal Technologies shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Journal Technologies to any third party, in whole or in part, without the prior written consent of Client, which may be granted or withheld in its sole discretion. If Journal Technologies becomes aware of the unauthorized possession of such information, it shall promptly notify Client. Journal Technologies shall also assist Client with preventing the recurrence of such unauthorized possession and with any litigation against the third parties deemed necessary by Client to protect its proprietary rights.

6.3 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 6 ("Confidentiality"), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

6.4 Exclusions. The provisions of this Section 6 ("Confidentiality") shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Journal Technologies or Client, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Journal Technologies or Client, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Journal Technologies or Client, as the case may be, outside the scope of this Agreement or (v) that Journal Technologies or Client, as the case may be, is required to disclose by law or legal process.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Section 7 ("Term and Termination").

7.2 Term of Statements of Work. Each Statement of Work pertaining to the provision of Services, and each other written agreement for such Services, shall commence on the date of execution of such Statement of Work or other agreement and shall continue in full force and effect thereafter until terminated in accordance with the provisions thereof or until the Services required have been provided and paid for. A termination of this Agreement shall simultaneously terminate any outstanding Statements of Work or other agreement for Services.

7.3 Termination by Journal Technologies.

7.3.1 Payment Default. Journal Technologies shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of Client to make payments of amounts due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.3.2 Other Client Defaults. Journal Technologies may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by Client which violation or breach continues for a period of thirty (30) days after written notice thereof by Journal Technologies to Client.

7.4 Termination by Client. Client shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Journal Technologies (except as specified in Subsection 7.5 below) if Journal Technologies commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by Client to Journal Technologies of such breach. Client shall have the right to terminate this Agreement effective immediately and without prior notice if Journal Technologies goes into liquidation or files for bankruptcy.

7.5 Effect of Termination. Termination of this Agreement or any Statement of Work shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, Client shall pay Journal Technologies' fees and expenses at its then-standard rates for all Services rendered under the applicable Statement of Work or this Agreement up to the effective date of termination, including, without limitation, all work in process. Upon termination, each party shall return the confidential property of the other party obtained under the terminated Statement of Work or this Agreement, as applicable. This includes, without limitation, all work product of Journal Technologies produced pursuant to this Agreement or any Statement of Work, and Client shall have no further right to retain or use such work product following termination. In addition, the confidentiality obligations of the parties in Section 6 ("Confidentiality") shall survive the termination of this Agreement.

8. GENERAL

8.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

8.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Journal Technologies:

Journal Technologies, Inc.
915 East First Street
Los Angeles, CA 90012
Attention: Maryjoe Rodriguez, Vice President

and

Munger, Tolles & Olson LLP
1155 F St. NW
Washington, DC 20004
Attention: Brett Rodda

To Client: Yakima County Prosecutor
128 N. 2nd Street, Room 329
Attention: Joseph Brusic, County Prosecutor
joseph.brusic@co.yakima.wa.us
509-574-1205

Yakima County Department of Assigned Counsel
101 N. 1st Street
Yakima, WA 98901
Attention: Paul Kelley, Director
Paul.kelley@co.yakima.wa.us
509-574-1160

City of Yakima, Legal
200 S 3rd Street
Yakima, WA 98901
Attention: Cynthia Martinez
Cynthia.martinez@yakimawa.gov
509-575-6030

8.3 **No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

8.4 **Successors and Assigns.** Neither party may assign this Agreement in whole or part without the prior written consent of the other party; provided that Journal Technologies may assign this Agreement to another subsidiary of Daily Journal Corporation, directly or by operation of law, without the prior written consent of Client. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall inure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

8.5 **Dispute Resolution.** Any dispute arising under or related to this Agreement shall be resolved exclusively as follows, with the costs of any mediation and arbitration to be shared equally by both parties:

8.5.1 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

8.5.2 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. Client shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Journal Technologies shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

8.5.3 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Los Angeles, California, or another location mutually agreed by the parties, or remotely, in accordance with terms and conditions of JAMS' virtual arbitration services. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

8.6 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

8.7 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement (except for any obligations to make payments) where the delay or failure results from any cause beyond such party's reasonable control including, without limitation, acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, internet service provider failures or delays, denial of service attacks, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, epidemics, or pandemics.

8.8 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed

by and construed in accordance with the laws of the State of California without giving effect to its conflict of law principles.

8.9 **Independent Contractor.** Journal Technologies, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Journal Technologies (including personnel supplied by subcontractors) hereunder are not Client's personnel or agents, and Journal Technologies assumes full responsibility for their acts. Journal Technologies shall be solely responsible for the payment of compensation of Journal Technologies employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any Client employee benefits. Client shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Journal Technologies employee, and such responsibility shall solely be that of Journal Technologies.

8.10 **Severability.** In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

8.11 **Entire Agreement.** This Agreement, together with the License Agreement and all Exhibits attached hereto and thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. For the avoidance of doubt, the preceding sentence does not and shall not be interpreted to supersede any existing written contracts between the parties relating to JustWare, which contracts shall be governed solely in accordance with the terms of such contracts.

8.12 **Counterparts.** This Agreement and any Statement of Work may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

[Continued on Next Page]

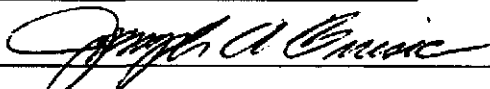
IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

JOURNAL TECHNOLOGIES, INC.:

By:  Date: 6/4/2021

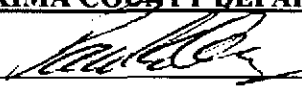
Printed Name and Title: Maryjoe Rodriguez, Vice President

YAKIMA COUNTY PROSECUTOR

By:  Date: 06-07-2021


Printed Name and Title: **Joseph Brusic, Yakima County Prosecutor**

YAKIMA COUNTY DEPARTMENT OF ASSIGNED COUNSEL

By:  Date: 6/7/2021

Printed Name and Title: **Paul Kelley, Director Department of Assigned Counsel**

CITY OF YAKIMA

By:  Date: 6/10/2021

Printed Name and Title: **Bob Harrison, City Manager**

CITY CONTRACT NO: 2021-089
RESOLUTION NO: R-2021-068

**EXHIBIT A
PRICING FOR PROFESSIONAL SERVICES
(excluding license, maintenance and support fees)**

	<u>One-Time Cost</u>
JustWare to eProsecutor professional services, including expenses (Notes)	
Implementation services (including data conversion)	\$ 171,000
Interface (two-way with eDefender)	<u>included</u>
	\$ 171,000
JustWare to eDefender professional services, including expenses (Notes)	
Implementation services (including data conversion)	\$ 164,000
Interfaces (two-way with eProsecutor)	<u>included</u>
	\$ 164,000
	 <u>\$ 335,000</u>

Notes -

The parties acknowledge that there must be significant involvement from the Client's IT personnel during the JustWare ("Legacy Data") conversion and during work on the interfaces. Since the Client's IT department, including the contractors that the Client's IT department engages, will become familiar with eProsecutor[®] and eDefender[®]'s ("Licensed Software") API, the Client will be able to assist with and maintain the interfaces as well as develop interfaces.

Interfaces and data conversion included herein shall be as set forth below in accordance with the initial Statements of Work. Any additional interfaces and conversions will be done pursuant to subsequent Statements of Work with additional costs. With the Client's approval, Journal Technologies might use a third-party to assist with the conversion and interfaces. The Client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the additional conversions and interfaces.

The parties further acknowledge that Client will be primarily responsible for implementation work related to documents and reports. Additionally, the parties acknowledge that the implementation will follow a model previously used by Contractor with a separate customer, Benton County, Washington.

There are no upfront or implementation progress payments. The \$171,000 professional service fees are due at eProsecutor Go Live and the \$164,000 professional service fees are due at eDefender Go Live (collectively referred to as "eSeries Go Live elsewhere in this Agreement and in the License Agreement).

Journal Technologies does not provide or install hardware or operating system software, or provide its maintenance and support. The Client acknowledges and agrees that Journal Technologies has prepared this EXHIBIT A on the assumption that the Client is exempt from federal excise taxes and without the inclusion of any Illinois or local sales or use taxes. Any sales, use, excise or similar taxes levied on account of payments to Journal Technologies are the responsibility of the Client.

Non-routine projects, including legislative-type updates and subsequent training, will be done pursuant to a Statement of Work using an agreed upon hourly rate plus expenses. Journal Technologies' current hourly rate is \$175.

Exhibit B:
Statement of Work

Yakima County and the City of Yakima (“Client”)

and

Journal Technologies, Inc. (“JTI”)



JTI Project Phases and Plan

eProsecutor and eDefender are installed as a functional configuration of Folder Views, Add and Update forms, selected workflows, and Searches. JTI will work with designated Client project managers, business analysts, subject matter experts, and IT staff to configure eProsecutor and eDefender. The County Prosecutor and City Legal Department will share a database, but each Client will need a unique view to ensure eProsecutor meets the use needs of each office. Also, the County Prosecutor and the City Legal Department must be able to isolate their data for report purposes. The availability of the Client personnel will be a critical factor in timely meeting the project goals herein.

Project Phases and Plan

JTI and Client will work together under these general phases to implement the system.

A. Project Planning and Initiation

During this phase, the project schedule will be solidified, JTI/Client personnel (including staff that will be a part of the Client Help Desk) will be assigned tasks. For on-prem installations, the Client IT department will setup necessary instances of the system for purposes of Configuration, Conversion, Testing and Production etc. Initiating and other documents and tools will be provided, and the foundation for communication and requirements gathering will be established.

B. Case Structure

The purpose of this phase is to ensure that the Client can capture all of the case data required in the system.

- JTI will install the system and demonstrate the system to the Client.
- Client and JTI will identify the adequate number of sample cases to enter in the system to identify missing data elements.
- Client will enter the cases in the system, identify missing data elements, and report back in a requirements document.
- JTI will update the system to capture the missing elements per the requirements document.
- Client will verify and report any instances where the system does not meet the requirements specified in the requirements document within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.

C. Financial Structure (if applicable)

In this phase, the Client's fines and fees are set-up to distribute according to statute, and for the Client to test to verify that all fines and fees are distributing correctly.

- Statute Table
 - JTI will train Client personnel on statute management.
 - JTI will provide statute table spreadsheet to Client personnel.
 - Client will complete statute table spreadsheet.
 - JTI review statute table spreadsheet with Client, and Client will update as needed.
 - JTI will replace the baseline system statutes with the Client's statutes.
 - Client will thereafter maintain its statute table.

- Financials
 - JTI will discuss fines and fees distribution configuration and the disposition widget with Client to obtain an understanding of the requirements.
 - Client will provide chart of accounts and written breakdown of assessments.
 - JTI will document the proposed configuration of financials and receive approval from the Client before configuration.
 - JTI will load statutes, chart of accounts, and distributions.
 - JTI will configure assessments and update statutes based on assessments.
 - Client will test all financial configuration and report back any issues where the configuration does not match the requirements within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
 - JTI will fix any issues and the Client will test again.

D. Data Conversion (JustWare to eProsecutor; JustWare to eDefender)

For each database there will be a maximum of three full conversion iterations plus the Go Live iteration.

JTI will use a data conversion tool that JTI built to convert the JustWare database to eSeries. The tool operates directly from JustWare production and loads the eSeries databases.

Data Conversion Test

- JTI and Client will identify a sample set of Cases for which data conversion will be tested. This sample set of cases will not change during the data conversion process.
- After each conversion, Client will test conversion and within 15 workdays report issues that are not in compliance with the mapping specification and requirements. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.
- If financial conversion is performed, then the Client will verify that remaining balances on invoices are distributed correctly

E. Interfaces

- For each interface, Client will provide Interface Specification Document. The document will include all information necessary to develop the interface, including:
 - File layouts, sample files to be used in testing, existing specification documents, and will assist JTI with the data element mappings between the two systems.
 - Other requirements such as filtering, throttling, queuing, transaction record retention period, and resending/republishing of messages.
 - Frequency/trigger information, specification of data transport mechanism requirements, port and firewall rules, and secure networking requirements.
 - Monitoring and reporting requirements, identification of exception types and processing of transactions, and bandwidth requirements based on expected transaction volumes.
- JTI will develop the interface to the requirements in the Interface Specification Document.
- Client will test the interface and report issues where the interface does not match the requirements specified in the Interface Specification Document within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations of testing
- The client will be responsible for ensuring the cooperation of its other contractors that are counterparties to the interfaces (if, during the course of the project, any interfaces are added involving third party systems).

F. Document Templates

- JTI will convert document templates as a part of the data conversion process using JTI's conversion tool.
- Client will test and report issues where the configuration of the new document templates does not match the existing document templates within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- Client and JTI will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

G. Workflow Processes

- Client will document configuration requirements with JTI's assistance.
- JTI and Client will identify changes and will finalize the new workflows.
- JTI will configure the new workflows in the system.
- Client will test if the configuration meets the requirements and report issues where the configuration does not meet the requirements within 15 workdays. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

H. Searches and Reports

- JTI will train Client in search configuration.
- JTI will convert the Client's existing reports using JTI's data conversion tool.
- Client will test configured search/reports within 15 workdays and report any issues. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix the issues and the Client will test again.
- There will be a maximum of 3 iterations for testing.

I. Public Portal

- JTI will demonstrate the functionality to the Client's IT staff for evaluation.
- Client will provide JTI a set of written use cases that they want the Portal to support.
- JTI and Client will determine the use cases to be implemented in the portal.
- JTI will implement the necessary Portal configuration to support the use cases.
- Once JTI completes the initial configuration, Client will begin acceptance testing against the functionality defined in the use cases.
- Client will report issues where the configuration does not match the specification within 15 workdays to JTI and the appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations for testing.

J. Full system testing

- Client and JTI will develop a testing plan.
- Client will conduct full system testing per the testing plan report issues where the configuration does not match the specification within 15 workdays to JTI and appropriate configuration changes will be made. If no issues are reported within 15 days, then the system configuration will be deemed to be accepted.
- JTI will fix any issues and the client will test again.
- There will be a maximum of 3 iterations for testing.

K. Cutover Plan, Implementation Training and Deployment

- Client and JTI will determine the deployment plan and schedule.
- Client, with JTI's assistance, will develop a training plan.
- Client will deliver end user training.
- JTI will create a deployment plan with Client's assistance.
- Prior to the go-live Client will sign a formal acceptance that the system configurations fulfill its requirements and will pay fees outlined in the Professional Services Agreement and License, Maintenance and Support Agreement.
 - Final conversion and deployment will bring the system live in the production environment.

**BOARD OF YAKIMA COUNTY COMMISSIONERS
AGREEMENT**

Agreement Number

BOCC Agreement

154 - 2021

Yakima County, WA

BOARD OF COUNTY COMMISSIONERS

Ron Anderson, Chairman

Amanda McKinney, Commissioner

LaDon Linde, Commissioner

DATED JUN 22 2021

Attest:

Julie Lawrence, Clerk of the Board *or*
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to Form:

Deputy Prosecuting Attorney