



OCourt Service Level Agreement Everett

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1. Service Level Agreement Overview

This is a Service Level Agreement (SLA) between OMIGA Solutions LLC. and City of Everett Municipal Court (Hereafter referred to as “Customer”). Outlined within this document is an expected level of service for the maintenance and on-going support related to the OMIGA Solutions’ OCourt system. Specifically, this SLA addresses the following:

- OMIGA Solutions’ commitments
- OMIGA Solutions’ execution of delivery
- Customer commitments
- Customer execution of delivery
- Success criteria and measurement
- SLA change over time

This SLA covers the period February 1st, 2024 to January 31st, 2030. The agreement will renew annually with the maintenance fee of \$9,000 after the first year (for 4 years after the first year) for the Total of five (5) years as long as the Customer does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. OMIGA Solutions reserves the right to review the service fee if the Customer does assume responsibility for providing court services for any additional municipality. The Customer may terminate the agreement at the end of any annual period for any reason. At the end of the total of 5 years, the service fee will be reviewed by OMIGA Solutions to reflect any substantial change in the caseload of the court for a future contract.

2. Description of Services

2.1. Introduction

OMIGA Solutions is providing its proprietary OCourt system to Customer. OCourt is online web-based business application that streamlines the court processes and integrates with Washington State’s AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Foreign Language forms E-Signature and Lobby display. Electronic documents created in OCourt can be concurrently viewed and edited in real time in a court room and a defendant located off site in a jail facility. OCourt supports a number of e-signature technologies including touch, physical signature pad and stored signatures online. OCourt offers real time synchronization to JIS from electronic forms, with built in analytics for Administrators, Clerks, Judges, Prosecutors and Public Defense. There is no similar court product offering for City, Municipal and County courts in the state of Washington.

2.2. Surrounding Support Modules

OMIGA Solutions has Modules; Collect R, VRV, e-Filing, e-Hearings, and nCourt API, for a data integration point between collection venders, individual court customers and the WA State Administrative Office for the Courts (AOC) Judicial Information System (JIS). These Modules directly update each individual court’s receipting system within JIS without relying on the courts to manually enter the information. These Modules reduce repetitive and error-prone tasks associated with manual data-entry related to the collections process.

2.3. Specific Services

OMIGA Solutions will:

- a) Ensure OCourt-specific security processes and best-practices are followed
- b) Notify Customer of any apparent anomalies in data-transfer
- c) Communicate future enhancements, modifications, or outages to all relevant parties
- d) Maintain network and identity-related security protocols
- e) Enforce proper deployment and maximum server up-time
- f) Establish and enforce proper application server deployment techniques
- g) 24x7 maintenance of the server environment
- h) Maintain an environment scalable to meet current & future customer expectations

3. Problem Management

3.1. General

If at any time OCourt users experience a lapse in OCourt services, as defined in this SLA, they should immediately notify their managers, noting specific items to be addressed.

3.2. System and Contract Support Escalation Contact List

Please use the following escalated contacts for Operational System or Contract Support issues. Please refer to Section 3.0 to confirm Service Performance standards and metrics.

OCourt System Issue Escalation Contacts



OCourt Contract Issue Escalation Contacts



4. Service Performance

4.1. Infrastructure Team Availability

OMIGA Solutions Infrastructure Team hours of operation will be established and managed under mutual agreement by OMIGA Solutions and Customer. OMIGA Solutions proposes the following availability:

Services	Description
System Support Hours of operation	7:00 AM to 5:00 PM Monday to Friday (Except for Federal and State holidays).
Regularly scheduled maintenance frequency	Performed on 2 nd /3 rd Saturday of the month. Email notices are sent to all users.
Issue Response Time	4 Hours

Services	Description
High Priority Issue Resolution Time	2 Business Days
Medium and Low Priority Resolution Time	1 Week

4.2. Operational Expectations

Server Backups	Frequency
Regularly scheduled backups	Daily
Log Truncation	Monthly
Retention of collection data	Continuous

4.3. System Availability

The OCourt Administrator(s) will work to ensure the following:

- All case information that is transmitted between OMIGA Solutions’ servers, the customer’s servers, and AOC’s servers, are secured via HTTPS.
- All login passwords will be restricted to a sufficient level of complexity so as to prevent brute-force hack attempts.
- OMIGA Solutions will not store actual user passwords unless customer requires it.
- OMIGA Solutions will abide by the terms of the overall agreement governing auditing and logging of customer data interactions as specified by the Administrative Office for the Courts (AOC).
- Logs will be truncated every 1 month in order to minimize the possibility of significant data-loss during security breach.
- Outages shall be scheduled with at least one week advanced notification to all customers and partners.
- All outages or un-expected problems arising as a result of OCourt software will be assigned a dedicated response team within a 48-hour period.
- The data-retention period for OCourt will not exceed 7 years. (Customer can request less if needed.)
- OMIGA Solutions will provide individual records data to Court Customer upon request. OMIGA Solutions will not retain the document data beyond 180 days.
- Regularly scheduled backups will occur every 24-hours with hourly backups of the data within the database.
- OMIGA Solutions will maintain the ability to recover from a hard-drive failure or master Hyper-V host operating system failure within a 24-hour period.

4.4. System Operational Limitations

While always endeavoring to resolve any system failures, there are conditions that may be beyond OMIGA Solutions’ ability to address. Examples include, but are not limited to:

- AOC JIS availability (OCourt will not function properly without JIS functionality)
- Customer network outage
- Customer firewall or browser issue that is specific to their own IT environment
- Upgrades to Judicial Access Browser System (JABS) that causes a problem or outage
- SSL certificate(s) expiration
- Third party back-up power failure
- Restricted access to JIS
- JIS down-time (impacts data transmission).

OMIGA Solutions’ commitments, per this SLA, are limited to those basic services, and designated optional services for OMIGA Solutions supplied or operated systems. Outages within the customer’s own systems, and/or the customer’s network provider’s systems over a period of several days do not fall within the scope of this SLA nor will OMIGA Solutions assume responsibility for them.

4.5. OCourt - File Processing

OCourt Overview:

The OCourt system is considered a “real-time” system in that users expect to see data in JIS after they’ve entered it into the system. However, there is also a regularly scheduled [automated] process that kicks off every 24 hours, to migrate the customer’s JIS data into our queue for synchronization and error notification. There is another “near real-time” mechanism that is initiated by user actions such as performing a case submittal action or typing in a large number of cases to associate with a hearing.

User Authorization and Authentication:

A username/password for OCourt can be established by registering for the site, and then approved by a Court Administrator or OMIGA Solutions System Administrator. Users that are approved can then be associated with specific roles that will allow them to review various functions that have been associated with their assigned “role” in the system.

Handling Dependency Changes:

In the event that OMIGA Solutions’ OCourt system is operating normally, but there is:

1. An anomaly present in the JIS and/or document storage data,
2. A JIS screen has been modified and the customer has failed to notify OMIGA Solutions,
3. A Document Storage API has been updated

OMIGA Solutions may reach out to the customer in order to facilitate a resolution. In practice, this type of anomaly rarely occurs. However, if it should occur, OMIGA Solutions will be able to respond within 72 hours of notification regarding any small AOC screen changes, document storage API updates, or data anomalies. If the modification is severe enough (for instance AOC replaces JIS with a new Case Management System and doesn’t tell anyone about it) OMIGA Solutions may not be able to bring the system back-online within a 72-hour period. Therefore, it is necessary for AOC and the customer to keep OMIGA Solutions informed of known upcoming changes and upgrades.

External Doc Storage Sync Operations (Applicable to 3rd-party externally hosted solutions only!):

For certain customers, OMIGA Solutions will support software that is responsible for downloading external data concerning electronic documents associated with a case(s).

Security:

3rd-party vendor data (i.e. Laser Fiche, SharePoint, Sire, etc.) should be made available to OMIGA Solutions in a secure fashion, but OMIGA Solutions is not responsible for enforcing agreements between its own Courts customers and their 3rd-party partner vendors. Therefore, OMIGA Solutions will download data related to the OCourt system from Court customer 3rd-party vendors even if it is provided to us in an inherently insecure fashion. It is the customer’s responsibility to ensure that their 3rd-party vendors are working in a secure fashion with OMIGA Solutions. Basically, OMIGA Solutions does not control or have leverage over any Court customer’s own vendors.

3rd-party Data Transmission:

We will notify our customers in the event that we notice odd patterns in data-transmission such as (a) no data for unusual periods of time, (b) bad data repeatedly being transmitted, (c) too much data being transmitted. Ultimately, if the customer wishes for OMIGA Solutions to work collaboratively with the 3rd-party to resolve the problem, we will do so on a case-by-case basis.

Customer Network, Document Storage Provider, or AOC System Anomalies:

There are many points of failure in the overall data pipe-line for the OCourt system. OMIGA Solutions often plays the role of working to resolve any break-downs in the pipeline. However, there are times when OMIGA Solutions would have absolutely no knowledge of such a breakdown. The following are examples that have occurred. (a) The customer has a network outage. (b) The customer has a firewall or browser issue that is specific to their IT environment. (c) AOC has made an upgrade to JABS which

causes a problem or outage. (d) AOC has forgotten to update their SSL certificates and the SSL certificates have expired. (e) AOC experiences a network outage.

Since there are many points of failure, OMIGA Solutions' agreed-upon metrics that are defined in this SLA document may only be applied at the point that we are the source of the problem. Outages within AOC, the customer's own systems, and/or the customer's network provider's systems over a period of several days do not fall within the scope of this SLA nor does OMIGA Solutions assume responsibility for them.

Document Storage Synchronization Operations (Applicable to locally installed software only!):

In the case where the document-storage resides internal to the customer, OMIGA Solutions will provide the customer with a Windows executable program. The program is made up of more than 3 files. One file is intended to be configured according to the unique requirements of the customer. This file ends with a *.config file extension.

The Windows executable that OMIGA Solutions provides to the customer will, generally speaking, look for files located in a document storage solution, determine if they are relevant case-related files, transmit them over HTTPS to OMIGA Solutions' e-Docs servers, and then disconnect from the customer's document storage system. For this reason, it is important that the customer not expect that the data displayed in OMIGA Solutions' e-Docs manager will be automatically synchronized with the customer's document-storage solution. In order to update the case-documents when making a change to your document-management data, you will need to "refresh" the OMIGA Solutions e-Docs external documents list.

The executable currently depends on Microsoft .NET Framework 4.5 in order to execute and perform its tasks. This may change in the future.

The executable transmits the customer's ticket data over port 443 which is a standard SSL port. Other than allowing outbound traffic on port 443 and ensuring that the user-account running the executable has the appropriate permissions to read and delete files in the configured processing path of the program, there is no other operational requirement of the software.

Case-File Processing Executable Maintenance (Applicable to locally installed software only!):

OMIGA Solutions may periodically update the executable supplied to any Court customer as updates and enhancements are developed. Given that this executable is responsible for reading the appropriate document data, and also updating it, there may be updates or enhancements required over time. The maintenance fee associated with any contract related to the OCourt system is partially used to ensure this component stays up-to-date with technology changes over time.

If any Court customer wishes to disable or rebuild the server that the OCourt executable is running on, they merely need to copy all of the files associated with the OCourt executable... and place them into a directory on the new server. There is no uninstall process, re-configuration process, or other Windows artifacts in-place that need to be addressed. If any Court customer needs a new copy of the OCourt executable, OMIGA Solutions will provide one for them at no charge.

Ticket Processing Bandwidth:

OMIGA Solutions does not expect to have any difficulty processing up to the maximum allowable number of documents that our pre-screened customers are able to accommodate

As the exact processing volumes and capabilities of hardware, software, and other factors adjust over time... so will the exact contents of this portion of the Service Level Agreement.

OMIGA Solutions will be able to provide reports within a 48 hour period of exact case-volume processing and anomalies per customer.

4.6. *OCourt Security*

The OCourt software is managed by OMIGA Solutions' Network Support Team and is responsible for the physical security, data redundancy, and other aspects of backups and power supply necessary to maintain uptimes that meet the definition of this Service Level Agreement.

OMIGA Solutions is responsible for the SSL certificate used to secure individual customer logins via the web-based interface as well as encryption of the ticketing data within the SQL Server storage environment. OMIGA Solutions is also responsible for the verification of regular data-backups and redundancy that is necessary to avoid any data loss. However, in the case of this system... any lost data may be recovered from multiple sources outside of OMIGA Solutions' control. (Such as Washington State AOC or DES or the customer.)

OMIGA Solutions is also responsible for verifying the secure transmission of the case data associated with the OCourt system to the customer's servers and to AOC's JIS.

OMIGA Solutions will notify the Court Customer within 48 hours in the event of any known security breach or compromise to the integrity of the data. If OMIGA Solutions determines that a username or password of a valid user for Court Customer was utilized during the security breach, we will immediately deactivate the account and change the password prior to notifying the Court Customer, in order to ensure that no further security breaches occur.

4.7. *Bug Reporting/Tracking*

OMIGA Solutions is responsible for tracking all bugs/problems associated with the OCourt software or general processing of OCourt-related tickets from the customer's 3rd-party ticket vendor as needed. OMIGA Solutions currently uses a system known as "AdminiTrack" to facilitate the reporting of bugs. A username/password may be established for any 3rd-party wishing to provide bug-reports on a 24x7 basis.

Bug reports may be generated from the AdminiTrack system upon request within a 48-hour period.

4.8. *System Outage/Security Reporting*

Due to the complexity and number of systems supporting OCourt processing system, it is difficult to centralize a reporting mechanism to identify all system outages, security-related issues, or other concerns over an extended period of time. However, OMIGA Solutions will provide a regular security bulletin for issues within the OMIGA Solutions server and OCourt environment upon request. OMIGA Solutions cannot provide information about the system functionality or security of non-OMIGA Solutions server environments.

4.9. *Record Transaction Processing Issues:*

In the event, that transaction processing does not occur correctly, customers are notified in one of 2 ways. (1) via email if it is a long-running transaction process. (2) Via user-interface if it is a "real-time" or "near real-time" transaction. Additionally, the OCourt Systems Administrator(s) will also be notified. It is possible to include other members from various roles in these error notifications upon request. Error emails are filtered by the Customer identifier because there could be more than one Court organization using the same system. A configurable customer email address can be associated with each Customer id. In this case, a "customer identifier" is the unique information that identifies customers such as City of Tacoma, City of Fife, City of Lakewood, etc.

5. Cost of Services

5.1. Annual Maintenance Fee (Schedule R, EDocuments)

Scope of OMIGA Solutions 's OCourt system services to Customer shall be performed for a not-to-exceed amount of \$ 9,000. The service fee will cover the maintenance and on-going support of the OCourt Schedule R, Foreign Language Documents, and electronic document system described in sections 2, 3 and 4 of this agreement. The cost of Onboarding includes the first year's resources set up. Invoicing for the Annual Maintenance fee payment will be due during the end of the second year of service for the total of (5) five years ending in 2030. The agreement will renew after the first year annually for the following four (4 years as long as the Customer does not assume responsibility for providing court services for any additional municipality or workload does not substantially increase. OMIGA Solutions reserves the right to review the service fee if the Customer does assume responsibility for providing court services for any additional municipality. The Customer may terminate the agreement at the end of any annual period for any reason. At the end of 5 years, the service fee will be reviewed by OMIGA Solutions to reflect any substantial change in the caseload of the court.

The annual maintenance fee above does not include feature enhancements or future improvements. It is intended solely to cover the services in this agreement and to ensure proper security in accordance with AOC guidelines, industry best-practices, and normal operating procedures. The Maintenance Fee will cover any changes needed to any current form in use by the OCourt program from Legislative Changes for Washington State. Any new forms to be created because of Washington State Legislative decisions will be considered enhancement to the electronic document system and the cost of developing those forms will be at \$500.00 which will be equally shared among the courts actively using the E-Doc program. However, individual customer obligations for Legislative New Forms will not exceed \$50.00.

5.2. Annual Maintenance Fee (collection Modules; Collect R, nCourt API, VRV)

If Collection Modules are purchased, the customer agrees to pay the annual maintenance fee associated with server maintenance and systems maintenance as outlined in the Service Contract for collection modules. This fee is based on the annual number of Transactions processed. There are three different levels of Transaction processing: Light under 11,000 transactions \$1,000, Medium between 11,000 and 28,000 Transactions \$1,200, and Heavy over 28,000 transactions \$2,000.

	Item	Annual Fee	Note
<input checked="" type="checkbox"/>	OCourt	\$7,000	Schedule R and E-Documents
<input type="checkbox"/>	Lobby display	N/A	One time cost
<input type="checkbox"/>	Collect R	N/A	
<input type="checkbox"/>	nCourt API	N/A	
<input type="checkbox"/>	VRV	N/A	
<input type="checkbox"/>	N to Y	N/A	This module requires VRV licensing
<input type="checkbox"/>	Public Access (PAM)	N/A	
<input type="checkbox"/>	e-Filing	0.00	Part of OCourt Maintenance fee for this Agreement Cycle
<input type="checkbox"/>	e-Hearing	0.00	Part of OCourt Maintenance fee for this Agreement Cycle
<input type="checkbox"/>	OSummons	N/A	Jury Management
<input checked="" type="checkbox"/>	Foreign Language forms	2,000	Added addendum

Service Provider and Customer Responsibilities

Role	Responsibilities
OMIGA Solutions	<ul style="list-style-type: none"> • Installs, updates, and configures the physical Electronic Documents, ScheduIR, and synchronization with JIS and Collection modules. (if a product) • Ensures Electronic Documents, ScheduIR, collection modules and synchronization-specific security processes and best-practices are followed • Notifies all partners of any apparent anomalies in data-transfer or ongoing operations • Communicates future enhancements, modifications, or outages to all relevant parties • Maintains data-retention policies
Customer	<ul style="list-style-type: none"> • Responsible for correcting data-entry errors • Provide all digital data-entry including hearing information, e-Doc data, required e-Document case files, and/or other relevant information • Responsible for syncing the hearing or other data periodically from JIS. (Until a real-time data synchronization mechanism can be built and agreed to by AOC.) • Responsible for following system business practices to ensure long-term operational needs • Responsible for accepting valid users, elevating user permissions, and generally removing users that are no longer part of the Court • Responsible for collaborating with OMIGA Solutions system administrators to identify features, functionality, or problems that need to be addressed • Responsible for ensuring proper e-Document signatures and association with relevant hearing and case-types

7. Periodic Review Process

7.1. Overview

This SLA will be reviewed at a minimum once per contract year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

- Document Owner: Mark Meyer
- Review Period: Annually or as requested
- Previous Review Date: Has not Happened New
- Next Review Date: September 31st , 2025(TBD)

7.2. Changes

8. Termination of Agreement Process

This SLA is a dynamic document and will be periodically reviewed and changed when the following events occur:

- The environment has changed. (Cheney is no longer a primer court entity)
- The customer's expectations and/or needs have changed.
- Workloads have changed. (Including processing volumes and capabilities)
- Better metrics, measurement tools and processes have evolved. This agreement shall run for a period of twelve (12) months from the effective date and, **will be reviewed, revised and renewed at the end of this period for an additional 4 years unless** either OMIGA SOLUTIONS or CUSTOMER may terminate the agreement at the end of any annual period for any reason. At the

end of the total of 5 years, the service fee will be reviewed by OMIGA Solutions. to reflect any substantial change in the caseload of the court. Upon termination of this Agreement, OMIGA Solutions shall have no further obligation to provide any services hereunder to Customer.

- e) Cheney decides to take part in the AOC's Tyler/Odyssey project

Termination of this Agreement shall not affect any obligation owed by either party to the other as accrued prior to such termination.

9. Glossary of Terms

- **AOC** – Administrative Office of the Courts.
- **APS** –Automated Payment System
- **OCourt**- OMIGA Solutions' proprietary online web-based business application that streamlines the court processes and integrates with Washington State's AOC JIS system in real time. OCourt has multiple features including case scheduling, E-Forms, Archiving, E-Signature and Lobby display.
- **EA Group** – Enterprise Architecture Group: A governing body or group within the AOC, responsible for the oversight and general design of Information Technology as it relates to the agency.
- **Executive Management** – The ISD Director or other management entity responsible for overseeing the agency Information Services budget and project selection.
- **ISD** – Information Services Division: A division within the AOC responsible for the maintenance and development of Information Technology Software and Hardware.
- **JIS** - Judicial Information Systems
- **PMO** – Project Management Office; the organization responsible for the oversight and direct management of projects within the AOC.
- **SSL** - Secure Sockets Layer; a protocol designed to provide secure communications over the Internet using asymmetric key encryption.

10. Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have accepted and authorized execution of this Service Contract.

City of Everett

OMIGA Solutions.

Cassie Franklin

Full name

Mark Meyer

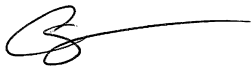
Full name

Mayor

Title

President

Title



Signature



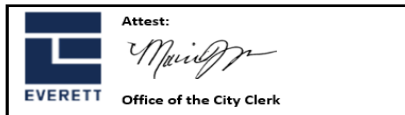
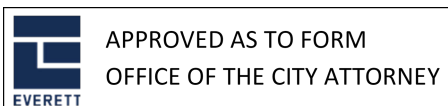
Signature

11/16/2023

Date

11/16/2023

Date



Amendment – Translated Forms

This amendment to the OCourt SLA with Everett Municipal Court herein after called “court” provides court access to the universal translated forms as presented through OCourt. Any special and one-off requests will need to go direct to Omega Solutions for determination.

This amendment and the Translated Forms fee covers ALL legislative changes only to the translated forms that are currently in the forms library within OCourt. Should legislative changes impact Translated Forms in such a way as to create new form(s) those new forms are not covered unless recommended by the Translated Forms committee and accepted by Omega Solutions. However, due to the process involved there may be a lag time for the translations and verification of the translations. It is estimated the lag time to convert from approved English forms to Translated forms may take an additional 2 weeks. But complications in the process may take longer. In which case Omega Solutions will provide a projected launch date for the updated forms.

The Translated Forms fee also covers the creation of more translated forms in 2024 and the addition of more languages to the library. The launch of new forms/languages will be in Q4 of the calendar year due to the release of Legislative Changes and accommodating that schedule. This is subject to change based on the recommendations of the Translated Forms committee. The committee is a small group of OCourt users who will comprise the Translated Forms committee and Omega is committed to supporting their recommendations. The fee for Translated Forms will be \$2,000 per year. This fee is separate from other fees the court is paying Omega Solutions and is payable in January of the year in which it is applicable. I.e., January 2024 payment covers calendar year 2024.

Mark W Meyer

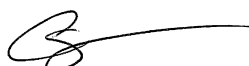
 Omega Solutions, LLC

September 1, 2023

 Date

Mark W. Meyer

 Printed Name



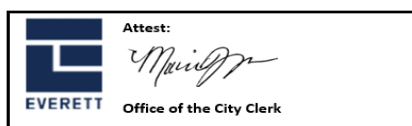
 Authorizing Signature
 (City of Everett)

11/16/2023

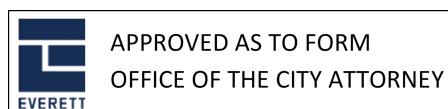
 Date

Cassie Franklin, Mayor

 Printed Name

 Attest:

 Office of the City Clerk

 APPROVED AS TO FORM
 OFFICE OF THE CITY ATTORNEY

Not-to-exceed deliverable

Customer Name	<i>City of Everett - Courts</i>
Key Contact	<i>Sharon Whittaker</i>
Project	<i>OCourt Schedule R/ E Documents</i>
Onboarding Begin date	<i>Date of this signed document</i>
Onboarding End date	<i>Within 90 days of Onboard begin date</i>
Service Start Date	<i>Within 90 days of Onboard begin date</i>
Service End Date	<i>Janurary 31st, 2030 (estimate) (Please read Service Level Agreement document for more details)</i>

SCHEDULE OF TASKS

Work Item description	Delivery schedule (Business days)	Cost
<i>Setup SchedulR</i>	<i>15</i>	<i>\$9,000</i>
<i>Setup E-Docs module</i>	<i>30</i>	<i>\$27,000</i>
<i>Foreign Language Module</i>	<i>5</i>	<i>\$2,000</i>
<i>Setup FTP transfer</i>	<i>5</i>	<i>0</i>
<i>Total Cost</i>	<i>55</i>	<i>\$38,000</i>

OBJECTIVE

Everett desires to have in-place a case processing system to efficiently manage court hearing schedule, update JIS from Hearings manager, maintain a library of dynamic court forms that auto populate with defendant information based on JIS records. The system will give real time access to Judges, Clerks, Prosecutors and Defendants live in the court room setting and allow all parties to sign case forms electronically. The forms will then be stored in the courts document storage system and automatically update into JIS.

OMIGA Solutions LLC. has developed technology to better integrate Washington State's Courts of Limited Jurisdiction case management system, JIS, with each individual Court's internal systems and vendors.

SUCCESS CRITERIA

Project Success Criteria is defined as delivery of a web application and services enabling specific business capabilities, as follows:

- Scheduled events in Hearing Wizard are automatically added in JIS*
- Scheduling of events within the Hearing Wizard allows creating events with automatic inclusion of Defendant, Case Number, etc (previously manually added data within Outlook)*
- Selecting a hearing will allow you to click on a Case # and view all documents currently associated with that Case.*

- *Document storage solution will be integrated into the case-file management interface to seamlessly leverage Court's existing document storage capabilities.*
- *Document templates are defined and available within the OCourt system via a popup window when creating new documents.*
- *Document templates can be populated automatically with the data from the various JIS screens by choosing "Insert Case # Information".*
- *Pre-populated template data and manually entered data will be stored on the server for future document template generation during a hearing.*
- *Documents can be edited and concurrently viewed between various parties during a courtroom hearing.*
- *Court clerks can organize and distribute documents and package them with non-generated documents as part of a comprehensive case-file for any hearings that are scheduled.*
- *Documents can be "saved" back to the Court's document storage solution of choice.*
- *Document archives can be reviewed and searched.*
- *Documents can be electronically signed by Judge, Prosecutor, Public Defense and defendants within Everett Jail.*
- *Documents can be electronically signed by Everett staff as needed.*

Project success functionality can be described as the ability to:

System

- *Display and maintain an up to date schedule of all cases by day/court room*
- *Display open/close cases throughout the proceeding*
- *Maintain a Court Forms library with ability to add/edit/remove forms*
- *Ability to attach forms to either one or more cases*
- *Ability to dynamically modify form based on form field values*
- *Ability to extract case metadata from JIS and populate forms*
- *Ability to collect signatures from an input source like Mouse, Touchscreen and Topaz Signature pad.*
- *Ability to lock a file when judge signs the document*
- *Maintain an audit by user and action*
- *Ability to convert forms into PDF format*
- *Ability to update JIS*

Administration

- *Add/Edit/Remove users and assign roles to users*

- *View Dashboard information with all case information, electronic document activity, document archival status*
- *Maintain backend/lookup tables like Judge, Courtroom and contacts*
- *Ability to main the Form library and JIS hearing type codes*
- *All the ability to perform actions mentioned in Clerk role*

Clerk

- *View court schedule*
- *Add, remove or reschedule case*
- *Batch reschedule case from Schedule*
- *View forms library*
- *Add form(s) related to case*
- *Update forms content*
- *Make forms viewable by others*
- *Mark the form as reviewed*
- *Update JIS*

Judge

- *View court schedule*
- *View open cases*
- *Dashboard to view all the work in progress forms*
- *Ability to view and edit case forms*
- *After judge signs the form will be locked*
- *After form is locked only judge can sign the document*
- *Ability to Sign the forms*

Prosecutor

- *View court schedule*
- *View open cases*
- *View/pick from forms library*
- *Add/submit form(s) related to case*
- *Email the document to their contact ID's*
- *View/edit case forms*
- *Sign forms*

Public defendant/Attorney

- *View court schedule*
- *View open case/forms*

- *Email the document to their contact ID's*
- *Submit forms*
- *Ability to e-Sign forms*

Everett's Defendant

- *View forms made available by Clerk*
- *Ability to e-Sign electronic forms*

ASSUMPTIONS

OMIGA Solutions assumes the following:

- 1. Everett will continue to work with OMIGA Solutions to resolve any roadblocks associated with the product.*
- 2. OMIGA Solutions will be providing the document storage integration per agreements with Everett.*
- 3. OMIGA Solutions will continue to develop as much of the solution as possible on its own servers so that enhancements, feature upgrades, and bug fixes can be shared with all other customers of OMIGA Solutions. provided separately by OMIGA Solutions*
- 4. The court agrees to pay the annual maintenance fee as outlined in the SLA (Service Level Agreement). The SLA outlines the costs and expectations associated with maintaining the software and data-integrity standards imposed on OMIGA Solutions by the Administrative Office of the Courts (AOC) and Everett's own standards.*

Security Agreement

In the case of a data breach of personal customer information through OMIGA Solutions Inc.'s systems, OMIGA Solutions Inc. would be responsible for notifying customers of the data breach.

Costs and Payment Schedule

- *Everett agrees to fund \$38,000 for the total effort due within thirty days after implementation of the services to Everett Municipal Court.*
- *After the first year of service, Everett agrees to pay \$9,000 annually, the maintenance fee, associated with server maintenance and systems needs as outlined in the Service Level Agreement. This fee does not include*

future enhancements or future improvements. This fee is intended solely for ensuring proper security; according to AOC guidelines, industry standards, and normal operating procedures.

Master Services Agreement

This statement of work is subject to the terms stated in the Master Services Agreement effective November 1st, 2023. Any other terms and conditions to the contrary are null and void.

Acceptance and authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

City of Everett

OMIGA Solutions LLC.

Cassie Franklin

Mark Meyer

Full name


Full name

Mayor

President

Title

Title



Mark W Meyer

Signature

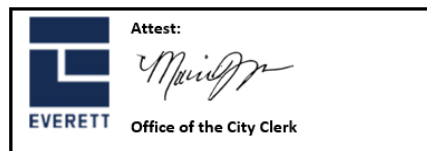
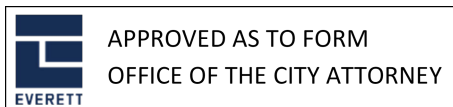
Signature

11/16/2023

11/16/2023

Date

Date



1. **Applicability.** Each quotation and/or OMIGA SOLUTIONS INC. Statement of Work together with this Master Services Agreement (“Offer” or “Agreement”) is an offer by Omega Solutions Inc. (“**OMIGA SOLUTIONS**”) to the City of Everett. (“**CUSTOMER**”) to sell to CUSTOMER the professional services performed by OMIGA SOLUTIONS and to enter into the agreement that the offer describes.
2. **Acceptance.** Each Offer shall be deemed accepted upon the terms and conditions of such Offer by CUSTOMER by written acknowledgement or by the issuance to OMIGA SOLUTIONS of a purchase order or other acceptance document. Acceptance is expressly limited to these terms and conditions. No purported acceptance of any Offer on terms and conditions which modify, supersede, supplement or otherwise alter these terms and conditions, whether contained in CUSTOMER’s purchase order or other acceptance document, shall be binding upon OMIGA SOLUTIONS and such terms and conditions shall be deemed rejected and replaced by these terms and conditions unless CUSTOMER’s proffered terms or conditions are accepted and physically signed in writing by OMIGA SOLUTIONS. Notwithstanding any contrary provision in CUSTOMER’s purchase order or other acceptance document, commencement of work by OMIGA SOLUTIONS shall not constitute acceptance of CUSTOMER’s terms and conditions.
3. **Limited Warranty and Acceptance of Services.** The Services will be performed by OMIGA SOLUTIONS in a manner consistent with good practice in the computer services industry. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within fifteen (15) days of submission to CUSTOMER. In the event the Services are not in conformance with this warranty and are rejected as specified above, OMIGA SOLUTIONS will supply commercially reasonable services to correct or replace the work at no charge to the CUSTOMER. THIS IS CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY relating to Services.
4. **Service Warranty Disclaimer. OMIGA SOLUTIONS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE SERVICES (other than the limited and exclusive warranty provided for Services under Section 3). OMIGA SOLUTIONS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
5. **Intellectual Property for Services.**
 - (a) Upon payment in full for all charges under this Agreement, OMIGA SOLUTIONS will grant CUSTOMER such rights, title, and interest it may own to the software and documentation developed by OMIGA SOLUTIONS specifically for CUSTOMER under this Agreement subject to the following limitation. OMIGA SOLUTIONS retains a world-wide, unlimited, perpetual and royalty free right to (i) copy and use the software and documentation internally for any purpose; (ii) copy and distribute to third party’s software which performs a general utility function; and (iii) use for any purpose any concepts, ideas, or techniques resulting from the development of the software and documentation by OMIGA SOLUTIONS.



- (b) OMIGA SOLUTIONS grants to CUSTOMER all right, title, and interest in the software and documentation that is an enhancement to or modification of existing software or documentation on all of the CUSTOMER's computer systems.
 - (c) Any OMIGA SOLUTIONS software, equipment or consulting, programming, or management tools which may be furnished or utilized by OMIGA SOLUTIONS in the performance of these services shall remain the property of OMIGA SOLUTIONS and shall be immediately returned to OMIGA SOLUTIONS, upon its request or upon completion of the Services.
- 6. **Service Work Assignments.** OMIGA SOLUTIONS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under the Agreement.
- 7. **CUSTOMER Coordination for Services.** CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by OMIGA SOLUTIONS. OMIGA SOLUTIONS will assign a primary contact person for the Services.
- 8. **Price and Payment.** Pricing is outlined in the SOW. The prices in this Agreement are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Services which remain the CUSTOMER's obligation. Prices quoted are firm for thirty (30) days following the quote unless otherwise provided on the Offer. Except for COD accounts that are due on delivery, payment is due forty-five (45) days from the date of the invoice which will be after the services has been received and accepted by the Customer. All payments will be made in US currency. Out of pocket expenses will be charged as pre-approved by client and incurred. Unless expressly provided to the contrary, items designated by OMIGA SOLUTIONS as estimates are estimates only and are not binding commitments. CUSTOMER will pay interest in the amount of one-half percent (.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.
- 9. **Confidential Information.** Written and oral information designated as confidential by either party whether before or after the effective date of this Agreement shall be held in strict confidence and used only for purposes of this Agreement. Except as required by law, no confidential information, including the provisions of this Agreement, shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is required to disclose any confidential information of the other party, the party so required shall notify the other party immediately. This section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.
- 10. **Export.** CUSTOMER acknowledges that it is responsible for complying with (and agrees to comply with) all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the United States Department of Commerce. Specifically, CUSTOMER covenants that it shall not -- directly or indirectly -- sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Service deliverable to any country (or national thereof) subject to anti-terrorism controls, U.S. embargo, encryption technology controls, or any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles.
- 11. **Notwithstanding any provision of IT services or designs by OMIGA SOLUTIONS, CUSTOMER**



acknowledges that it is not relying on OMIGA SOLUTIONS for any advice or counseling on such export control requirements. The Parties agree to indemnify, to the fullest extent permitted by law, each other from and against any fines, penalties and reasonable attorney fees that may arise as a result of a Party's breach of this Section.

12. **Public Records.** CUSTOMER is subject to the Washington Public Records Act, RCW Chapter 42.56. If records that include "Confidential Information," as defined here, are responsive to a request for public records received by CUSTOMER, CUSTOMER will notify OMIGA SOLUTIONS of the request for public records and give OMIGA SOLUTIONS 10 calendar days to obtain and serve on CUSTOMER a court order preventing release of such records. If no such court order is served on CUSTOMER, CUSTOMER may release such records notwithstanding any obligation of CUSTOMER to keep such records confidential.
13. **Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM OMIGA SOLUTIONS FOR WARRANTY CLAIMS.**
14. **Cancellation of Order.** CUSTOMER may cancel for good cause or for reasons out of the CUSTOMER's control, such as budgetary constraints. Except as otherwise provided herein, CUSTOMER may, with forty-five (45) days written notice, beginning the second day after mailing the notice, terminate this Agreement in whole or in part. If CUSTOMER cancels this Agreement, CUSTOMER must provide reimbursement to OMIGA SOLUTIONS for all work and services already completed.
15. **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under this Agreement, including the payment of any amount due, OMIGA SOLUTIONS may, at its option, suspend performance, require prepayment, or terminate its performance and collect payment for all Services provided up to the date of termination. If OMIGA SOLUTIONS defaults in performance of any obligation under this Agreement CUSTOMER may, at its option, suspend performance of the Agreement or terminate the Agreement.
16. **Attorney Fees.** The prevailing party in any action to enforce the terms of this Agreement shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.
17. **Publication.** OMIGA SOLUTIONS agrees to make no reference to the CUSTOMER in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CUSTOMER.
18. **Indemnification.** CUSTOMER agrees to defend, at its expense, and to indemnify OMIGA SOLUTIONS against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to OMIGA SOLUTIONS during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party. To the greatest extent allowed by law OMIGA SOLUTIONS shall defend, indemnify and hold the CUSTOMER, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the OMIGA SOLUTIONS and the CUSTOMER, its officers, officials, employees, and volunteers, the OMIGA SOLUTIONS' liability hereunder shall be only to the extent of the OMIGA SOLUTIONS' negligence and CUSTOMER's liability hereunder shall be only to the extent of CUSTOMER'S negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the OMIGA SOLUTIONS' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
19. **Governing Law.** These Terms and Conditions will be construed in accordance with the laws of the State of Washington. All legal claims must be filed in King County Superior Court.



- 20. **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. The remedies provided to OMIGA SOLUTIONS hereunder are not a waiver of the remedies of OMIGA SOLUTIONS under applicable law.
- 21. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.
- 22. **Excusable Delay.** OMIGA SOLUTIONS will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, or other circumstances beyond OMIGA SOLUTIONS's control.
- 23. **Insurance.** OMIGA SOLUTIONS agrees for the duration of this contract to procure and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with OMIGA SOLUTIONS's services supplied to the Customer. OMIGA SOLUTIONS's maintenance of insurance as required by this agreement shall not be construed to limit the liability of OMIGA SOLUTIONS to the coverage provided by such insurance, or otherwise limit the Customer's recourse to any remedy available at law or in equity. OMIGA SOLUTIONS agrees to procure and maintain a Commercial General Liability insurance that shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Customer shall be named as an additional insured under OMIGA SOLUTIONS's Commercial General Liability insurance policy using ISO Additional Insured-Contractor's Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage. Commercial General Liability insurance shall be written with limits of no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit. The insurance coverage shall be the primary insurance as respect to the Customer. Any insurance, self-insurance, or insurance pool coverage maintained by the Customer shall be excess of OMIGA SOLUTIONS's insurance and shall not contribute with it. OMIGA SOLUTIONS's insurance shall be endorsed to state that the coverage shall not be cancelled by either party, except after thirty (30) DAYS prior written notice by certified mail, return request, has been given to the Customer. The said insurance is to be placed with insurers with a current A.B. Best rating of not less than A: VII. OMIGA SOLUTIONS will furnish the Customer with the original certificate and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of this contract before security services will commence and be accepted by the Customer.
- 24. **Entire Agreement.** These terms and conditions along with the Offer constitute the entire agreement between the parties as to the sale Services and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.

Omiga Solutions Inc.

Mark W Meyer

Authorized Signature

Name: Mark W. Meyer

Title: President

Date: 11/16/2023

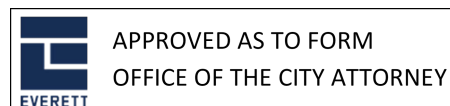
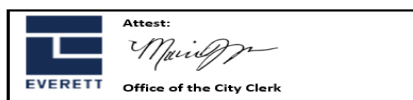
City of Everett

Authorized Signature

Name: Cassie Franklin

Title: Mayor

Date: 11/16/2023



**ADDENDUM
(WASHINGTON STATE TRANSPARENCY LAWS)**



Vendor:	Omiga Solutions LLC.
Agreement:	Everett Omiga Solutions OCourt Application

The City of Everett and the above Vendor are parties to the above Agreement. Regardless of anything to the contrary in the Agreement, Vendor agrees as follows:

1. The Agreement does not require the City to keep confidential or otherwise refrain from disclosing anything that is determined by the City Clerk to be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW.
2. The Agreement does not require the City to destroy or return anything that is subject to retention requirements established by the Washington Secretary of State or established by applicable law.
3. The Agreement does not require the City to have any City employee sign any agreement.
4. The Agreement itself (and its related amendments, purchase orders, scopes of work, service orders or similar documents stating work to be done for the City or pricing for the City) are never confidential and may at any time be posted to the City's public website.

Signature on this Addendum may be by ink, pdf, email, fax, electronic signature or other electronic means, any of which is fully effective.

VENDOR:

By: Mark W Meyer

Printed Name: Mark W. Meyer

Title: President

Email Address of Signer: **Mark.Meyer@omigasolutions.com**



**ADDENDUM
(CLOUD/OFFSITE HOSTING)**

Vendor:	Omiga Solutions LLC.
Agreement:	Everett Omiga Solutions OCourt Application

Definitions:

- Zero Trust Services Criteria - Zero trust assumes there is no implicit trust granted to assets or user accounts based solely on their physical or network location. Authentication and authorization (both subject and device) are discrete functions performed before a session to a resource is established.

The City of Everett (City) and the Vendor are parties to the Agreement as shown in the table above. Regardless of anything to the contrary in the Agreement, the Vendor agrees as follows:

- 1. Compliance Requirements:** The Vendor will run a cybersecurity audit on the OCourt application, annually. Any areas that may have poor ratings the vendor will take steps to improve. The vendor will inform the City of any major risks identified as part of the cybersecurity audit.
- 2. Data Ownership:** The City shall own all right, title and interest in its data related to the Agreement with the exception of any Intellectual Property of the OCourt application which is retained by Omiga Solutions. The Vendor shall not access City User accounts, or City Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at City's written request.
- 3. Confidentiality:** The Vendor's Personnel and contractors shall protect the confidentiality of City data and shall not disclose any City data to any third party without the City's prior written consent. The Vendor shall maintain appropriate security measures to protect City data from unauthorized access, use, or disclosure.
- 4. Data Protection:** Protection of personal privacy and sensitive data shall be an integral part of the business activities of the Vendor to ensure that there is no inappropriate or unauthorized use of City data at any time. To this end, the Vendor shall safeguard the confidentiality, integrity, and availability of City data and comply with the following conditions:

- a. All data obtained by the Vendor from the City or from affiliates of the City under the Agreement shall become and remain property of the City.
 - b. At no time shall any data or processes which either belongs to or are intended for the use of City or its officers, agents, or employees, be copied, disclosed, or retained by the Vendor or any party related to the Vendor for subsequent use outside of this agreement unless such use is authorized by the City in writing.
- 5. Data Location:** The Vendor shall not store or transfer non-public City data outside of the United States. This includes backup data and disaster recovery locations. The Vendor will permit its personnel and contractors to access City data remotely only as required to provide technical support.
- 6. Encryption:**
- a. The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - b. For engagements where the Vendor stores sensitive personally identifiable which are non-public or otherwise confidential information, this data shall be encrypted at rest. Examples of such information include without limitation: social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. **Where encryption of data at rest is not possible, Vendor must provide to the City a description of its existing security measures that provide a similar level of protection.**
- 7. Breach Notification and Recovery:** The City requires public breach notification when citizens' personally identifiable information is lost or stolen. Additionally, unauthorized access or disclosure of non-public data is considered to be a breach. The Vendor will provide notification without unreasonable delay and all communication shall be pre-coordinated with the City. When the Vendor or their subcontractors are responsible for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach, including without limitation credit monitoring services with a term of at least 3 years, mailing costs, website, and toll free telephone call center services. The City rejects any limitation on liability that purports to relieve a vendor from its own negligence or to the extent that it purports to creates an obligation on the part of the City or State of Washington to hold a vendor harmless.

- 8. Notification of Legal Requests:** The Vendor shall notify the City upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to, the data of the City, unless prohibited by law from providing such notice. The Vendor shall not respond to subpoenas, service of process, and other legal requests related to the City without first notifying the City and providing the City a reasonable opportunity to respond, unless prohibited by law from providing such notice and opportunity.
- 9. Termination and Suspension of Service:** In the event of termination or expiration of the Agreement, the Vendor shall implement an orderly return of City data in CSV or XML or another mutually agreeable format. The Vendor shall guarantee the subsequent secure disposal of City data.
- a. *Suspension of services:* During any period of suspension or contract negotiation or disputes, the Vendor shall not take any action to intentionally erase any City data.
 - b. *Termination or Expiration of any services or Agreement in entirety:* In the event of termination or expiration of any services or the Agreement in entirety, the Vendor shall not take any action to intentionally erase any City data for a period of 90 days after the effective date of the termination/expiration. After such 90-day period, the Vendor shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, dispose of all City data in its systems or otherwise in its possession or under its control as specified in section 9.d below. Within this 90-day period, Vendor will continue to secure and back up City data covered under the Agreement.
 - c. *Post-Termination Assistance:* The City shall be entitled to any post-termination assistance generally made available with respect to the services provided under the Agreement unless a unique data retrieval arrangement has been established as part of the Agreement or otherwise agreed in writing by the Vendor and the City.
 - d. *Secure Data Disposal:* When requested by the City or when required under section 9.b above, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the City.
- 10. Background Checks:** The Vendor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of

dishonesty, including, but not limited to, criminal fraud. The Vendor shall promote and maintain awareness of the importance of securing the City's information among the Vendor's contractors, employees and agents.

- 11. Security Logs and Reports:** The Vendor shall allow the City access to system security logs that affect the engagement under the Agreement, its data and or processes when a specific request is made. This includes the ability for the City to request a report of the records that a specific user accessed over a specified period of time.
- 12. Subcontractor Disclosure:** The Vendor shall identify to City technical staff all of its strategic business partners related to services provided under the Agreement, including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- 13. Third-Party Vendors:** The Vendor may use third-party vendors to provide services to City. The Vendor must ensure that any third-party vendor maintains the same level of Zero Trust Services Criteria compliance while working with the OCourt application.
- 14. Business Continuity:** The Vendor will maintain a comprehensive continuity of operations plan consistent with Zero Trust Services Criteria compliance requirements and will regularly review and update the plan as necessary. The Vendor will provide the City with notice of any changes to the continuity plan that may impact the City's use of the services under the Agreement.
 - a. In the event of a disruption of the Vendor's operations, the Vendor will use commercially reasonable efforts to restore service as soon as possible, consistent with Zero Trust Services Criteria compliance requirements.
 - b. The Vendor will conduct regular tests of its continuity of operations plan to ensure that it is effective and up-to-date.
- 15. Operational Metrics:** The Vendor and the City technical staffs shall reach agreement on operational metrics and document these metrics in the Agreement or elsewhere in writing. Examples include, but are not limited to:
 - a. Advance notice and change control for major upgrades and system changes
 - b. System availability/uptime guarantee/agreed-upon maintenance downtime
 - c. Recovery time objective/recovery point objective
 - d. Security vulnerability scanning












OCourt Agreement_SD

Final Audit Report

2023-11-16

Created:	2023-11-15
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFnK6JQVAK_1sbffYm8wW5Q_WJy7Rdhw

"OCourt Agreement_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-11-15 - 11:40:05 PM GMT
-  Document emailed to Kevin Walser (kwals@everettwa.gov) for approval
2023-11-15 - 11:46:41 PM GMT
-  Email viewed by Kevin Walser (kwals@everettwa.gov)
2023-11-16 - 0:33:02 AM GMT
-  Document approved by Kevin Walser (kwals@everettwa.gov)
Approval Date: 2023-11-16 - 0:33:11 AM GMT - Time Source: server
-  Document emailed to mark.meyer@omigasolutions.com for signature
2023-11-16 - 0:33:13 AM GMT
-  Email viewed by mark.meyer@omigasolutions.com
2023-11-16 - 5:35:01 PM GMT
-  Signer mark.meyer@omigasolutions.com entered name at signing as Mark W Meyer
2023-11-16 - 5:37:16 PM GMT
-  Document e-signed by Mark W Meyer (mark.meyer@omigasolutions.com)
Signature Date: 2023-11-16 - 5:37:18 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-11-16 - 5:37:19 PM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
2023-11-16 - 6:48:04 PM GMT
-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2023-11-16 - 6:48:14 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2023-11-16 - 6:48:15 PM GMT

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2023-11-16 - 6:57:52 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-11-16 - 6:58:18 PM GMT - Time Source: server

 Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval

2023-11-16 - 6:58:19 PM GMT

 Document approved by Marista Jorve (mjorve@everettwa.gov)

Approval Date: 2023-11-16 - 7:02:13 PM GMT - Time Source: server

 Agreement completed.

2023-11-16 - 7:02:13 PM GMT