

RESOLUTION NO. 20-1388

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH OMIGA SOLUTIONS, INC., FOR ELECTRONIC CASE MANAGEMENT SOFTWARE SERVICES FOR THE CITY'S MUNICIPAL COURT

WHEREAS, the Black Diamond Municipal Court desires to implement a new web-based software application to streamline court processes, forms, and case management; and

WHEREAS, the Municipal Court has identified Omiga Solutions, Inc.'s OCourt software application as meeting the needs of the Court for efficient operations and management; and

WHEREAS, Omiga Solutions has proposed to provide its web-based software services to the City on the terms provided in the attached OCourt Service Level Agreement, Statement of Work, and Omiga Solutions Master Services Agreement; and

WHEREAS, the Municipal Courts of the cities of Enumclaw and Buckley desire to join with the Black Diamond Municipal Court in the negotiation and implementation of the Omiga Solutions software system in all three courts, to improve the pricing and cost-effectiveness of the implementation and annual maintenance; and

WHEREAS, the City Council is authorized under RCW 39.04.280(1)(a) to waive competitive bidding requirements for purchases of products and services that are legitimately limited to a single source of supply, including software with necessary functionalities that are unavailable from other vendors; and

WHEREAS, Omiga Solutions, Inc. is (formerly known as CodeSmart) was and remains the only software vendor with an active interface with the Washington State Administrative Office of the Courts' Judicial Information System ("JIS") that can push information to the municipal and district courts via the scheduler (i.e., calendar hearings) and pull information into court documents (e.g., case information, such as party name, DOB, charge information, case number, etc.). No other software developer presently has the capability to perform these functions. As such, the City Council finds that Omiga Solutions is the sole source of supply of this important software product and service for the Black Diamond Municipal Court; and

WHEREAS, other Washington cities, such as the City of Renton, have purchased the Omiga Solutions OCourt software product as a sole-source product for their municipal or district courts; and

WHEREAS, the cities of Enumclaw, Buckley, and Black Diamond have determined that the Omega Solutions OCourt software system is only the compatible product available to interface with their municipal court information systems and therefore represents the most advantageous product to the cities, with price and other factors considered;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute a Master Services Agreement, Statement of Work, and OCourt Service Level Agreement with Omega Solutions, Inc., in substantially the form attached hereto.

Section. 2. The City Council finds, pursuant to RCW 39.04.280, that competitive bidding requirements shall be waived because Omega Solutions, Inc. is the sole source of supply for the OCourt software required by the Municipal Court to interface with the Washington State AOC JIS system.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 5TH DAY OF NOVEMBER, 2020.

CITY OF BLACK DIAMOND:



Carol Benson, Mayor

Attest:



Brenda L. Martinez, City Clerk



OCourt
Service Level Agreement
Black Diamond

975 Carpenter Rd NE Suite 101
Lacey, WA 98516
(360) 915 – 7017

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1. Service Level Agreement Overview

This is a Service Level Agreement (SLA) between Omega Solutions LLC. (Omega Solutions) and City of Black diamond (Hereafter referred to as “Customer”) outlined within this document is an expected level of service December 31st, 2020 to December 31st, 2025. This agreement covers the product(s) as listed in Section 5 of this agreement. For the initial On Boarding cost agreement please refer to the Statement of Work (SOW) agreement. This SLA renews annually for (5) five years as long as the Customer does not assume responsibility for providing court services for any additional Jurisdictions or workload does not substantially increase. Black Diamond is one of three Jurisdiction (see SOW) only the City of Black Diamond’s Obligations will be reflected in this SLA document. Omega 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 Omega Solutions to reflect any substantial change in the caseload of the court.

2. Description of Services

2.1. Introduction

Omega Solutions is providing its proprietary OCourt system and solution(s) to the Customer. OCourt is an 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 Schedule R , E-Forms and E-Signature. 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 Courts of Lower Jurisdiction in the state of Washington.

2.2. Supplemental Modules

Omega Solutions has Modules; OSummons, E-Hearing, E-Filing Lobby Display, Collect R, VRV, 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

Omega 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.

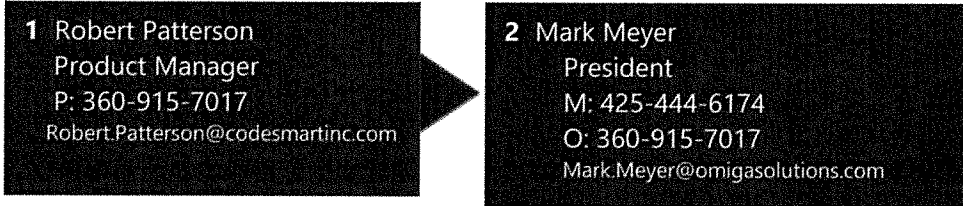
3.2. System and Contract Support Escalation Contact List

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

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

Services	Description
System Support Hours of operation	7:00 AM to 5:00 PM Monday to Friday PST (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
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 Omega 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.
- Omega Solutions will not store actual user passwords unless customer requires it.
- Omega 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.)
- Omega Solutions will provide individual records data to Court Customer upon request. Omega 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.
- Omega 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 Omega 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).

Omega Solutions' commitments, per this SLA, are limited to those basic services, and designated optional services for Omega 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 Omega 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 Omega 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 Omega 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 Omega Solutions,
3. A Document Storage API has been updated

Omega 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, Omega 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) Omega 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 Omega Solutions informed of known upcoming changes and upgrades.

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

For certain customers, Omega 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 Omega Solutions in a secure fashion, but Omega Solutions is not responsible for enforcing agreements between its own Courts customers and their 3rd-party partner vendors. Therefore, Omega 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 Omega Solutions. Basically, Omega 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 Omega 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 pipeline for the OCourt system. Omega Solutions often plays the role of working to resolve any breakdowns in the pipeline. However, there are times when Omega 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, Omega 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 Omega 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, Omega 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 Omega 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 Omega 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 Omega 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 Omega 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!):

Omega 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, Omega Solutions will provide one for them at no charge.

Ticket Processing Bandwidth:

Omega 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.



Omega 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 Omega 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.

Omega 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. Omega 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 Omega Solutions' control. (Such as Washington State AOC or DES or the customer.)

Omega 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.

Omega 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 Omega 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

Omega 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. Omega Solutions currently uses a system known as "AdminiTrack" to facilitate the reporting of bugs.

Bug reports may be generated from the tracking 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, Omega Solutions will provide a regular security bulletin for issues within the Omega Solutions server and OCourt environment upon request. Omega Solutions cannot provide information about the system functionality or security of non-Omega 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 Services

The scope of Omega Solutions 's OCourt system services to Customer shall be performed for a not-to-exceed annual fee(s) as indicated below for the licensed solutions the Customer has chosen. The service fee covers the maintenance and on-going support of the below chosen solutions. The Annual Maintenance fee payment will be invoiced to the customer on the anniversary date of execution of this agreement each year this agreement is in effect. Omega Solutions or the Customer may terminate this agreement at the end of any annual period for any reason with 30 days notice. At the end of the 5 years, the service fee will be reviewed by Omega Solutions to reflect any substantial change in the caseload of the court.

Omega Solutions will make available to the Customer, any additional Module(s) released. Implementation and use of additional Module(s) may require an additional service fee.

The annual maintenance fee 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 as needed to any current form(s) in use by the OCourt program as drive 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.

After the 5 Year term of this agreement, the actual number of transactions processed through OCourt for Customer during the year will be used to calculate the maintenance fee and will be reflected in the next version of this service contract. A transaction is a case synchronized from JIS into the OCourt scheduler system.

5.2. Annual Maintenance Fee

	Item	Annual Fee	Note
<input checked="" type="checkbox"/>	OCourt	\$2,400	One third of total for three Jurisdictions
<input type="checkbox"/>	Lobby display	No charge	
<input type="checkbox"/>	Collect R	N/A	
<input type="checkbox"/>	nCourt API/Batch	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	N/A	
<input type="checkbox"/>	e-Hearing	N/A	
<input type="checkbox"/>	OSummons	N/A	Jury Management

Collection R and VRV fee(s) are based on the annual number of Citations processed. There are three different levels of citation processing: Light under 11,000 citations \$1,000, Medium between 11,000 and 28,000 citation \$1,200, and Heavy over 28,000 citation \$2,000.

6. Service Provider and Customer Responsibilities

Role	Responsibilities
Omega Solutions	<ul style="list-style-type: none"> • Installs, updates, and configures the physical Electronic Documents, Schedule R, and synchronization with JIS and Collection modules. (if a product was purchased) • Ensures Electronic Documents, Schedule R, 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 Omega 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.

- a) Document Owner: Mark Meyer
- b) Review Period: Annually or as requested
- c) Previous Review Date: Has not Happened New
- d) Next Review Date: November 1st, 2021

7.2. Changes

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

- a) The environment has changed.
- b) The customer's expectations and/or needs have changed.
- c) Workloads have changed. (Including processing volumes and capabilities)
- d) Better metrics, measurement tools and processes have evolved.



8. Termination of Agreement Process

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 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.

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.

Customer

Omiga Solutions, LLC

Carol Benson – City of Black Diamond

Mark Meyer

Full name

Full name

Mayor

President

Title

Title

Carol Benson

Signature

Signature

November 5, 2020

Date

Date



Master Services Agreement

1. **Applicability.** Each quotation and/or OMIGA SOLUTIONS INC. Statement of Work and or Service Level Agreement together with this Master Services Agreement (“Offer”) is an offer by Omega Solutions Inc. (“**OMIGA SOLUTIONS**”) to City of Black Diamond (“**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 parties 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.** 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 thirty (30) 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 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, in 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 antiterrorism



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.

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. CUSTOMER agrees to indemnify, to the fullest extent permitted by law, OMIGA SOLUTIONS from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER's breach of this Section.

- 11. Limitation of Liability. NO MONETARY RECOVERY IS AVAILABLE FROM OMIGA SOLUTIONS FOR WARRANTY CLAIMS.**
- 12. Cancellation of Order.** Customer may only cancel for good cause or for reasons out of the Customer's control, such as budgetary constraints. If Customer cancels the contract, Customer must provide reimbursement to OMIGA SOLUTIONS for all work and services already completed and must give OMIGA SOLUTIONS 30 days advance notice of such cancellation.
- 13. 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.
- 14. Attorney Fees.** CUSTOMER shall reimburse OMIGA SOLUTIONS for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that OMIGA SOLUTIONS pays or incurs in protecting and enforcing the rights of OMIGA SOLUTIONS under this Agreement. Omiga Solutions shall reimburse CUSTOMER for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that customer pays or incurs in protecting and enforcing the rights of CUSTOMER under this Agreement.
- 15. Publication.** Nothing contained in this Agreement shall be interpreted so as to prevent OMIGA SOLUTIONS from publicizing its business relationship with CUSTOMER, but it will be only done with written consent from the CUSTOMER (City of Black Diamond) on a case by case basis.
- 16. No Solicitation.** As permitted by law CUSTOMER agrees not to solicit for employment or to employ any OMIGA SOLUTIONS employee during work being performed and for a period of twelve (12) months following the conclusion of the work performed under this Agreement. OMIGA SOLUTIONS agrees not to solicit for employment or to employ any



CUSTOMER employee during work being performed and for a period of twelve (12) months following the conclusion of the work performed under this Agreement.

17. **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.

OMIGA SOLUTIONS shall defend, Indemnify and hold the City of Black Diamond, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damage, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with OMIGA SOLUTIONS performance of this agreement, except for that portion of the injuries and damages caused by the City's Negligence. The City's inspection or acceptance of any of OMIGA SOLUTIONS' work when completed shall not be grounds to avoid any of these covenants of indemnification. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of OMIGA SOLUTIONS and the City, its officers, officials, employees, agents, and volunteers, OMIGA SOLUTIONS duty to defend, indemnify, and hold the City harmless, OMIGA SOLUTIONS' liability accruing from that obligation shall be only to the extent of OMIGA SOLUTIONS negligence. IT IS FURTH SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICTION PROVIDED HEREIN CONSTITUTES OMIGA SOLUTIONS' WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSE OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. In the event OMIGA SOLUTIONS refuses tender of defense in any suit or claim, if that tender was made pursuant to this indemnification clause, and if that refusal is subsequently determined by a court having jurisdiction (or other agreed tribunal) to have a wrongful refusal on OMIGA SOLUTIONS' part, then OMIGA SOLUTIONS shall pay all the City's costs for defense, including all reasonable expert witness fees and reasonable attorney's fees, plus the City's legal costs and fees incurred because there was a wrongful refusal on OMIGA SOLUTIONS' part. The provisions of this section shall survive the expiration of termination of this Agreement

18. **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.
19. **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.



20. **Severability.** If any provision of the Agreement is unenforceable as a matter of law, all other provisions will remain in effect.
21. **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.
22. **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 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.
23. **Time for Bringing Claims.** Any claim by CUSTOMER against OMIGA SOLUTIONS, arising from or in connection with the Agreement or any related purchase order cannot be filed, made or maintained unless filed within 24 months after OMIGA SOLUTIONS, has provided the Services in question.
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.

Signatures on following Page



Omiga Solutions Inc.

City of Black Diamond

Authorized Signature

Authorized Signature

Name: Mark W. Meyer

Name: Carol Benson

Title: President

Title: Mayor

Date:

Date: November 5, 2020

Not-to-exceed deliverable

Customer Name	<i>City of Black Diamond, Enumclaw, and Buckley - Courts</i>
Key Contact	<i>Black Diamond/ Stephanie Metcalf Enumclaw/ Shelly Undin Buckley/ Jessica Cash</i>
Project	<i>OCourt Schedule R/ E Documents</i>
Onboarding Begin date	<i>November 1 , 2020</i>
Onboarding End date	<i>December 24st , 2020</i>
Service Start Date	<i>December 31st 2020</i>
Service End Date	<i>December 31st 2025 (Please read Service Contract document for more details)</i>

SCHEDULE OF TASKS

Work Item description	Delivery schedule (Business days)	Cost
<i>Setup SchedulR</i>	15	\$6,000
<i>Setup E-Docs module</i>	30	\$22,800
<i>Setup FTP transfer</i>	5	0
<i>First Year Maintenance</i>		\$7,200
<i>Total Cost</i>	50	\$36,000

OBJECTIVE

Black Diamond, Enumclaw, & Buckley 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 Black Diamond, Enumclaw, & Buckley Jail.*
- *Documents can be electronically signed by Black Diamond, Enumclaw, & Buckley 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*

Black Diamond, Enumclaw, & Buckley's Defendant

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

ASSUMPTIONS

OMIGA Solutions assumes the following:

- 1. Black Diamond, Enumclaw, & Buckley will continue to work with OMIGA Solutions to resolve any road-blocks associated with the product.*
- 2. OMIGA Solutions will be providing the document storage integration per agreements with Black Diamond, Enumclaw, & Buckley.*
- 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.*
- 4. Black Diamond, Enumclaw, & Buckley staff are comfortable creating a Microsoft LIVE identity and associating it with their work email addresses per the instructions provided separately by OMIGA Solutions*
- 5. 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 Black Diamond, Enumclaw, & Buckley'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

- *Black Diamond, Enumclaw, & Buckley agrees to fund \$36,000 for the total effort due when invoiced after implementation of the services to Black Diamond, Enumclaw, & Buckley Municipal Court.*
- *Black Diamond, Enumclaw, & Buckley agrees to pay up to \$7,200 (2,400 per Court client) the annual maintenance fee associated with server maintenance and systems needs as outlined in the Service Contract. 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 2020. 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 Black Diamond

City of Buckley

Carol Benson

Full name

Full name

Mayor

Title

Title



Signature

Signature

November 5, 2020

Date

Date

Signatures continue to next Page

City of Enumclaw

OMIGA Solutions LLC.

Full name

Mark Meyer

Full name

Title

President

Title

Signature

Signature

Date

Date