Snohomish County Department of Information Technology

# SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND CITIES DIGITAL, INC. DBA "CDI"

Document Management System

Contents

## SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN SNOHOMISH COUNTY AND CDI

**THIS SOFTWARE LICENSE AND SERVICES AGREEMENT** is made this ___15<sup>th</sup>___ day of ___June___, 2023, by and between Snohomish County, a home rule charter county and a political subdivision of the State of Washington (the "County") and Cities Digital, Inc. DBA "CDI", incorporated under the laws of the State of Wisconsin, and duly licensed to conduct business in Washington State (the "Contractor").

1.    **Recitals**

Whereas,

**A.  The County issued a Request for Proposal, RFP-22-007SB for the District Court's Document Management System, and the Contractor submitted the winning proposal.**

**B.  The Contractor has developed and owns certain proprietary software for use in managing documents. The County desires to obtain a license to use such software and have the Contractor develop certain modifications and enhancements for the County and provide ongoing support and maintenance services.  The Contractor desires to license such software to the County and perform the services on the terms and conditions set forth herein.**

Now therefore, in consideration for the mutual covenants and agreements herein, the parties agree as follows:

2.    **Definitions**

**A.  Acceptance** of the System shall occur only when: (a) the Contractor has provided to the County all Deliverables required to be provided to the County; (b) the Contractor provides to the applicable County Project Manager a written notice stating that all Material Defects have been corrected; and (c) the County notifies the Contractor in writing that all acceptance testing for the System has been completed successfully in accordance with the Software Acceptance Plan and the terms of this Agreement. Nothing else, including payment for any portion of the System or the County's use of the System, or any portion thereof, in a live, operational environment, shall constitute Acceptance (under contract law or the Uniform Commercial Code of the State of Washington) of any portion of the System.

**B.  Critical Defect** means any Defect that (1) severely impacts the County's ability to use the Software or the System or the Contractor's ability to provide Services, or (2) has a significant financial impact on the County.

**C.  Defect** means (1) any failure of the Software to operate in accordance with the Documentation, Functional Specifications, or Performance Standards; and/or (2) any failure of the Contractor to perform the Services in accordance with the Service Level Standards.

**D. Deliverable** means the Software, Documentation, and Services to be delivered under this Agreement.

**E. Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by the Contractor that relate to the functional, operational, and/or performance capabilities of the System and/or any Software; (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed electronic, or other format materials published or otherwise made available by the Contractor that describe the functional, operational, and/or performance capabilities of the System and/or any Software, including but not limited to the Functional Specifications and Software Acceptance Plan; and (c) any other Deliverable that is not Software. Documentation shall not include Source Code.

**F. Functional Specifications** shall mean those specifications to which the Software and the System shall conform as set forth Exhibit B, RFP-22-007SB, and CDI's response to RFP-007-22SB.

**G. License(s)** shall mean any license or licenses granted by the Contractor to the County under this Agreement.

**H. Material Defect** means Critical Defect and/or Medium Defects.

**I. Medium Defect** means any Defect that adversely affects the County's ability to use the Software or the System or the Contractor's ability to provide services, even if an alternative temporary solution or workaround acceptable to County may be accomplished.

**J. Object Code** shall mean the binary machine-readable version of the Software.

**K. Performance Standards** means, collectively the warranties and performance standards set forth in Section 11.C.

**L. Regulatory Requirements** mean compliance to the Criminal Justice Information Services (CJIS) standards and additional confidentiality requirements as set forth in section Exhibit A section 11, and Exhibit E, Confidentiality Agreement, to be signed by all employees of the Contractor and any subcontractors.

**M. Services** means, individually or collectively, all installation, implementation, integration, testing, development, conversion, training, consulting, Support and Maintenance Services, and any other professional or other services that may be provided by the Contractor to the County under this Agreement.

**N. Site** shall mean the County's facilities in Snohomish County, Washington, including Cascade Division (CAS), Everett Division (EVD), Evergreen Division (EGD) and South Division (SOD).

**O. Software** means the Standard Software and all upgrades, maintenance releases, bug fixes or patches, and other modifications or additional provided under this Agreement.

**P. Software Acceptance Plan** shall mean that plan set forth in Exhibit A.

**Q. "Source Code"** means computer software in the form of source statements for the Software (excluding all Third Party Software) including, without limitation, all software in the form of electronic and printed human-readable, mnemonic or English-like program listings, including printed and on-line descriptions of the design of such software including, without limitation, data definition models, indices, structure tables, system flow charts, program flow charts, defined terms, file layouts, program narratives, global documentation (including global variables) and program listings.

**R. Standard Software** means those Deliverables that are classified, in Exhibit A as Standard Software, as well as the documentation furnished therewith by the Contractor or its subcontractors in the normal course of business; an exhaustive list of the Standard Software is set forth in section 2.1 of Exhibit A.

**S. System** means the Deliverables to be installed and integrated so as to be operational at the County Sites.

**T. Warranty Period** means the period commencing upon Acceptance and continuing for twelve (12) months.

**U. Work Product** means all products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries or inventions, and all materials, texts, drawings, specifications, source code and other recorded information, in preliminary or final form and on any whatsoever, that are conceived, reduced to practice, developed, discovered, authored, designed, programmed, invented or otherwise created or made by Contractor (whether solely or jointly with others) in connection with or as a result of its performance of the Services.

3.    **Scope of This Agreement**

**A. Scope.** This agreement defines the terms and conditions, under which the Contractor will design, develop, integrate, deliver, install, train, and support the Software and other Deliverables.

**B. Turn-key Basis.** The parties acknowledge that the performance by the Contractor of its obligations under this Agreement is to be done on a "turn-key basis." This expression is understood to mean that the Contractor is fully responsible, pursuant to the terms and conditions of this Agreement, for the delivery of the Deliverables in full conformity with the terms and conditions hereof, and that the Deliverables shall function in conformity with the performance criteria stipulated herein upon delivery, upon Acceptance of the System, throughout the Warranty Period, and throughout the term of the ongoing Support and Maintenance Services.

4.    **Software and Services**

**A. License Grant.** The Contractor hereby grants the County a nonexclusive, nontransferable and perpetual license to use the Software and Documentation.

**B. Work Product.**

1.   **Ownership.** The County will be the exclusive owner of all Work Product. To the extent permitted under the U.S. Copyright Act (17 USC § 101 et seq., and any successor statute thereto), Work Product will constitute "works made for hire," and the

ownership of such Work Product will vest in the County at the time they are created. In any event, Contractor hereby assigns and transfers to the County, without separate compensation, all right, title and interest that the Contractor may now or hereafter have in the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights (collectively, "Intellectual Property Rights") therein. To the maximum extent allowed, the Contractor hereby irrevocably and unconditionally waives, in perpetuity, any rights it may have with respect to the Work Product under any law relating to "the moral rights of authors" or any similar law throughout the world. The Contractor will promptly disclose to the County all Work Product.

2. **Non-Employees.** If any individual or entity who is not a direct employee of Contractor performs or otherwise participates in any Services, Contractor will obtain from such non-employee a legally binding, written assignment sufficient to transfer to the County all of the non-employee's rights, title and interest in and to the Work Product. Upon the County's request, Contractor will provide the County with copies of all such assignments.

3. **Further Acts.** Contractor, its employees, agents, subcontractors and affiliates, will take such action as the County reasonably may request to evidence, transfer, vest or confirm the County's right, title and interest in the Work Product.

4. **Use.** Except as required for Contractor's performance of the Services or as authorized in writing by the County, Contractor will not use, disclose, publish or distribute any Work Product. Contractor will hold all Work Product in trust for the County and will deliver them to the County upon request and in any event upon the expiration of termination of this Agreement.

**C. Reverse Engineering.** Except as expressly provided in this Agreement, the County shall not translate, reverse engineer, decompile, recompile, update, or modify all or any part of the Software or merge the Software into any other software.

**D. Service Level Standards.** The Contractor shall provide the Software and Services according to the performance criteria and the Support Services set forth in Section 11.D and Exhibit C.

**E. Service Level Credits.** In the event that the Contractor fails to meet the Service Level Standards, the County shall be entitled to receive from the Contractor service level credits ("Service Level Credits"), which shall be in the amounts and according to the terms set forth in Exhibit C. The County shall have the right to set off any undisputed amounts owed to the Contractor against any Service Level Credits assessed by the County against the Contractor.

5. **Term of Agreement**

**A. Term of Agreement.** The initial term of the Agreement shall commence upon execution and continue for three (3) years after the date of Acceptance of the System, with the option to renew, in one (1) year terms, for the duration of the County's use of the System.

1. The Warranty Period begins at Acceptance for period of twelve (12) months, and thereafter ongoing Support and Maintenance Services shall continue throughout the term of the Agreement.

2. Notwithstanding termination of this Agreement for any reason, the Software License granted in the Agreement shall be perpetual.

## B. Termination.

1. **Termination for Default.** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may terminate the Agreement if the Contractor has not cured following a thirty (30) day written notice to the Contractor sent certified mail, return receipt requested. If the Agreement is terminated for default, the County may obtain performance of the work elsewhere, and the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. The Contractor shall only be paid for work delivered and accepted, or work performed in accordance with the manner of performance set forth in the Agreement less any extra cost or damages to the County caused by or arising from such default(s), which shall be deducted from any money due or coming due to the Contractor.  The Contractor shall bear any reasonable extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default. The termination of this Agreement for default shall in no way relieve the Contractor from any of its obligations under this Agreement. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued as a Termination for Convenience.

2. **Termination for Convenience.** The County for its convenience may terminate this Agreement, in whole or in part, after two (2) years from the date of execution by providing written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the County, the Contractor shall immediately stop work as directed in the notice and comply with all other requirements in the notice. Whenever the Agreement is terminated for convenience, the Contractor shall be entitled to payment for actual work satisfactorily performed up to the date of termination at unit contract prices for completed items of work and an equitable portion thereof the partially completed items, but shall not be entitled to payment for loss or anticipated profit on deleted or uncompleted work. The Contractor shall promptly submit its request or termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to determine reasonableness and compliance with the Agreement, applicable laws and regulations.

3. **Termination for Non-Appropriation.** In the event that sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period,

the County may terminate this contract as a matter of public convenience as provided herein. The County will not be obligated to make payments for services or amounts incurred after the end of the County's current fiscal period (budget year), provided the County provides the Contractor written notice prior to the end of the current fiscal period that non-allocation of funds is probable and provides a Notice of Termination within 14 days after the end of the fiscal period.

4. **Effect of Termination.** The termination of this Agreement shall not affect the accrued rights of the County under any other section or paragraph of this Agreement or limit the rights and remedies of the County hereunder in any manner.

6. **Acceptance Testing.**

**A.** Within thirty (30) days of the Contractor providing notice to the County that the System has been installed and County personnel have been trained in accordance with the Agreement, the County shall begin the acceptance testing process at the County Site according to the Software Acceptance Plan.

**B.** The acceptance testing shall include thirty (30) days of continuous operation of the System without Material Defect in accordance with all Functional Specifications, Performance Standards, and Documentation in the County's fully implemented production environment.

**C.** If the County Accepts the work, the County will send a notice of Acceptance to the Contractor.

**D.** If the County determines that the work is not acceptable, the County shall notify the Contractor in writing within two (2) business days of discovery of the defect(s), describing the deficiencies.

**E.** The Contractor shall either provide a detailed, written plan to achieve Acceptance or to make correction or replacements within a mutually agreed upon time with no charge to the County. The parties shall mutually agree on a start date for beginning another Acceptance testing period.

**F.** Another thirty (30) day successful operation period shall follow any corrections or replacements. A third or additional Acceptance testing period may occur if mutually agreed to by the parties.

**G.** If the County Accepts the System following a second or subsequent Acceptance testing period, the County will send a notice of Acceptance to the Contractor.

**H.** If the Contractor does not correct or replace the unacceptable aspects of the System, the County may declare a breach of the Agreement.

7. **Price and Payment.**

**A.** The County shall pay the Contractor One Hundred Forty Thousand Ninety-Five Dollars and Zero Cents ($140,095.00) plus applicable sales tax for the Deliverables required to be provided by the Contractor through the end of the Warranty Period as stated in the schedule of payments described in Exhibit A, Section 9, Table 1.

**B.** Annual recurring charges for Support and Maintenance Services in years one (1) through three (3) shall not exceed Twenty-Three Thousand Two Hundred Nineteen Dollars and Zero Cents ($23,219.00) plus applicable sales tax per year or a total of Sixty-Nine Thousand Six Hundred Fifty-Seven Dollars and Zero Cents ($69,657.00) as described in Exhibit A, Section 9, Table 1.

**C.** Fees for optional ad hoc implementation assistance and implementation of, and Support and Maintenance Services for, optional products in years one (1) through three (3) shall not exceed One Hundred Four Thousand Five Hundred Dollars and Zero Cents ($104,500.00) plus applicable sales tax as described in Exhibit A, Section 9, Tables 2 and 3.

**D.** The maximum amount allowable under the initial term of this Agreement is Three Hundred Fourteen Thousand Two Hundred Fifty-Two Dollars and Zero Cents ($314,252.00) plus applicable sales tax.

**E.** Where the Contractor requires payments by Snohomish County, payment shall be based upon billings, supported by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit A, or approved in writing in advance by the official executing this Agreement for Snohomish County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

**F.** The County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly in arrears, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit A. Payment shall be made on a Net Thirty (30) day basis. This is a "Fixed-Price" contract based upon the Deliverables identified in Exhibit A.

**G. Dispute**. Should the County dispute any of the charges on an invoice, it shall notify Contractor of such disputed charges in writing. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. The Contractor and the County shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date. The County shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of the Contractor, the Contractor shall re-invoice the disputed amount owed then, including interest at the annual rate of one percent (1%) from the original due date, and the County shall pay all amounts agreed or found to be owing to the Contractor within (30) days of the date of the reissued invoice.

8.    **Support Services.**

**A.** Training Services as detailed in Exhibit A, SOW.

**B.** Installation services as detailed in Exhibit A, SOW.

**C.** Software Support and Maintenance Services as detailed in Exhibit C, Software Support Policy, "LSAP" (Laserfiche Software Assurance Plan) or "Annual Maintenance".

9. **Confidentiality and Public Disclosure.**

   **A. Confidential Data.** The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to Washington State RCW Chapter 42.56 (the Public Disclosure Act). The Contractor shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data provided by the County to the Contractor to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor's obligations under this Agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this Agreement or for any purpose not required by the Agreement; and (3) to ensure that all persons working for the Contractor, or provided access to the County's data for any reason, protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.

   **B. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

   The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

   **C.** Contractor shall indemnify and hold harmless the County, its officials, agents and employees from all loss or expense, including, but not limited to settlements, judgments, set-offs, attorneys' fees and costs resulting from Contractor's breach of this provision.

   **D.** Contractor agrees that it will contact the Snohomish County Project Manager for any questions regarding whether particular confidential information may be disclosed.

10. **Reproduction of Documentation and Object Code**

    **A. Documentation.** The County shall have the right, at no additional charge, to reproduce solely for its own internal use, all Documentation furnished by the Contractor pursuant to this

Agreement regardless of whether such Documentation is copyrighted by the Contractor. All Copies of Documentation made by the County shall include any proprietary notice or stamp that has been affixed by the Contractor. Contractor shall furnish for each license purchased by the County, and at no additional charge to the County, one (1) copy of the documentation sufficient to enable the County to operate the Software. All documentation shall be in the English Language.

**B. Object Code.** The County may reproduce one copy of the Object Code, at no additional charge, solely for back-up or archival purposes.

11. **Warranty Provisions.**

Unless otherwise extended or limited, the warranties and commitments contained in this Section shall remain in full force and effect throughout the term of this Agreement.

**A. General Warranties.** Contractor warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third-party software that it has the right to grant a sublicense to use such third-party software, that all Software shall conform to the Functional Specifications and Documentation, and that the Software and Services shall be free from material defects in workmanship and materials. This warranty coverage shall include any modifications made to the Software by the Contractor and shall survive the expiration or termination of this Agreement.

**B. System.** The Contractor represents and warrants to the County that the System shall function without Defect in accordance with the applicable specifications, Performance Standards, and Documentation.

**C. Software Performance.** Contractor represents and warrants to the County that the Software or System, as applicable, shall meet the Functional Specifications set forth in Exhibit B, and the Support Services set forth in Exhibit C, including the maximum response times and availability. The County may use Windows Performance Monitor to evaluate System performance utilizing recommended performance thresholds as identified in Exhibit F, Using Windows Performance Monitor with Laserfiche, and notify Contractor of any performance outside of the stated Recommended Threshold Levels. The Contractor shall correct any material failure of the applicable Software and/or System to operate in accordance with the performance warranties set forth in this Section and Recommended Threshold Levels set forth in Exhibit F, by providing all additional software and/or services to the County at no additional cost to the County. In the event the Contractor is unable to correct such failure within a forty-eight (48) hour period the County shall receive from the Contractor credits in the amounts set for in Exhibit C. In the event the Contractor is unable to correct such failure within thirty (30) calendar days, an Event of Default shall be deemed to have occurred.

**D. Services.** The Contractor represents and warrants to the County that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature. Provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, the Contractor represents, warrants, and covenants that it shall provide the services or create any Deliverables using only proven

current technology or methods unless otherwise mutually agreed by the parties in a particular statement of work or Exhibit.

**E.  Documentation.** The Contractor represents and warrants to the County that it has provided to the County all Documentation for the Software and the System and that such Documentation is detailed and complete and accurately describes the functional and operational characteristics of the software and the System. The Contractor further represents and warrants that it will provide to the County updated versions of all such Documentation when It provides updates and other required Maintenance Services and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the County with the initial version of the Software and the System. The warranty and commitments contained in this Section shall remain in full force and effect for as long as the County continues to receive Support and Maintenance Services from the Contractor.

**F.  Contractor.** Warrants that the Software will be compatible with the County's technical environment, including hardware, operating system(s), software application(s), CPUs, and networks specified by the County in RFP-22-007SB.

**G.  Future Compatibility.** Contractor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished under the Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance. Without limiting the foregoing, Contractor further warrants that future Support, Maintenance and other Services will not degrade the Software, cause a breach of any other warranty, or require the County to purchase new or additional hardware or software for continued operation of the Software or the System.

**H.  Software Obsolescence.** The Contractor acknowledges that the County is making a significant resource commitment in order to acquire the Software and that the County does not want to move involuntarily to a new system at a later date. Having acknowledged the foregoing, the Contractor represents and warrants to the County that it will continue to enhance the Software (meaning adding new features and functionality, in addition to ordinary course defect corrections), as long as the County continues to receive Maintenance and Support Services from the Contractor.

**I.  Latest Versions.** Contractor warrants that all Software as delivered will be the most current release or version that the Contractor has made commercially available to its customers, unless the County, after being advised by the Contractor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

**J.  Virus Warranty.** The Contractor warrants that the Software does not contain any malicious code, program or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), that could damage, destroy, or alter any computer program, firmware, or hardware or which could, in any manner, reveal damage, destroy, or alter any data or other information accessed through or processed by the Software in any manner. The Contractor shall immediately advise the County, in writing, upon reasonable suspicion or actual knowledge that the Software may result in the harm described above. The Contractor shall

indemnify and hold the County harmless from any damage resulting from the harm described above. This warranty shall survive the expiration or termination of this Agreement.

**K.  Disabling or Restrictive Code.** Without limiting any other provision to the Agreement, the Contractor warrants that the Software does not contain, and the Contractor will not introduce, any code, date block, time-bomb, Trojan horse, encrypted software keys, back door, or remote disabling function that may restrict the County's use of or access to the Software or the System or related data or equipment. The Contractor understands and agrees that the County's inability to use the Software or System or its related data or equipment will cause substantial injury or harm to the public health or safety or grave harm to the public interest substantially affecting third persons. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty. This warranty shall survive the expiration or termination of this Agreement.

**L.  Media.** Contractor warrants that through the period ending 90 days from the date of Acceptance that the media used to store and deliver the Software to the Customer shall be free from defects in manufacture and material. Should the media fail to be free of defects in manufacture or material during the warranty period, the Contractor shall replace the defective media. Defective media shipped to the Contractor with a shipping date within the warranty period will be replaced at no charge including shipping.

**M. Intellectual Property.** The Contractor represents and warrants to the County that the County's use of the Software does not and shall not infringe upon any United States or Canadian patent, trademark, copyright, trade secret or other intellectual property, or proprietary right of any third party, and there is currently no actual or threatened suit against the Contractor by any third party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

**N.  Third Party Warranties and Indemnities.** For any third-party Software provided by the Contractor to the County, Contractor hereby assigns to the County all end-user warranties and indemnities relating to such third-party Software. To the extent that the Contractor is not permitted to assign any of such end-user warranties and indemnities through to the County, the Contractor shall enforce such warranties and indemnities on behalf of the County to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements. This warranty shall survive the expiration or termination of this Agreement.

**O.  Authority.** Each Party represents and warrants to the other that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein. This warranty shall survive the expiration or termination of this Agreement.

**P.  Privacy.** Contractor acknowledges that the County data may contain personal data, health data, and/or medical records data, the use of which data is subject to various Privacy Laws, including all state, federal, and international laws and regulations and state, federal, and national government agency orders and decrees to which the County may be subject ("Privacy Laws"), as well as certain restrictions imposed on the County data by the data subjects or other third party data providers. The Contractor agrees to strictly abide by all such restrictions pertaining to the county data, as they are promulgated and applied, currently and in the future. Furthermore, Contractor shall in good faith execute any and all agreements that the County is required to have

the Contractor execute in order that the County may comply with any Privacy Laws. If the Contractor's use (whether directly or indirectly) of the County data is contrary to any Privacy Law, or contrary to any of the restrictions set forth in this Agreement, the County shall have the right to: (1) terminate this Agreement for cause if such breach has not been cured within five (5) days of receipt by the Contractor of written notice, and (2) pursue any other legal and equitable remedies.

**Q.  Regulatory Requirements.** Contractor represents and warrants to the County that the Software meets and satisfies all Regulatory Requirements. Contractor further warrants that the Contractor, its employees, agents, and subcontractors shall comply with the Regulatory Requirements.

12.    **Indemnification.**

**A.  General Indemnification.** The Contractor shall hold harmless from and indemnify the County, its elected and appointed officials, employees, and agents, against all claims, losses, suits, actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property of any person or party and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of the performance of this Agreement or any act, error or omission of the Contractor, Contractor's employees, agents, or subcontractors, whether by negligence or otherwise; provided, that if the claims for damages arise out of bodily injury to persons or damage to property and caused by or result from the concurrent negligence: (1) of the County and its elected or appointed officials, employees, or agents, and (2) the Contractor and its agents, employees, or subcontractors, the hold harmless and indemnity provisions of this Agreement shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, or subcontractors. The Contractor's obligation shall include, but not be limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

With respect to the Contractor's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Contractor further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Contractor's employees caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement.  This waiver is mutually negotiated by the parties.

**B.  Patent and Other Proprietary Rights Indemnification.**

1.  **Indemnification.** Contractor will indemnify and hold the County harmless from and against any and all claims, losses, liability, damages, costs, and expenses (including attorney's fees, expert witness fees, and court costs) directly or indirectly arising from or related to any actual or alleged infringement (including contributory infringement), misappropriation, or violation of any third party's patents, copyrights, trade secret rights, trademarks, or other intellectual property or proprietary rights of any nature in any jurisdiction in the world, resulting from the use of the Software by the County. If the County's continued use of the Software is restricted or prohibited as a result of any such infringement, misappropriation, or violation of third party rights, the Contractor

shall, at the County's option and at no charge to the County, and in addition to the County's other rights and remedies, (1) secure for the County the right to continue using the Software as allowed under this Agreement, (2) modify or replace the infringing components of the software so that they are non-infringing with no loss or degradation of features, functionality, or performance, or (3) refund to the County all amounts paid by the County for the Software.

2. **Exclusions.** Notwithstanding the foregoing, the Contractor will not be obligated to indemnify the County to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or recommended by the Contractor or specified by the Contractor as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the County, if the most current release was furnished to the County specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the County (other than at the Contractor's direction), if such infringement or misappropriation would not have occurred but for such modification.

**13.    Insurance.**

**A.  No Limitation.** Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by insurance or to limit the County's recourse to any remedy indemnification and payment to the County under the terms of a required insurance policy.

**B.  Minimum Scope of Insurance and Limits.** The Contractor shall obtain and maintain continuously and for the duration of the Agreement, and for three years following termination, the following insurance:

1. **Commercial General Liability Insurance** with a minimum limit of $1,000,000 per occurrence, $2,000,000 general aggregate, and endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured with respect to the work performed for the County. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage.

2. **Worker's Compensation Coverage** as required by the industrial Insurance laws of the State of Washington. The Contractor's obligation shall extend to itself and any subcontractors working on behalf of the Contractor and must be obtained before performing any work under the Agreement. The County will not be responsible for payment of workers' compensation premiums or for any other claim or benefit for the Contractor, its employees, consultants, or subcontractor that might arise under the Washington State Industrial Insurance laws.

3. **Errors & Omissions/Professional Liability Insurance,** in an amount not less than $2,000,000 per claim and in the annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) and

network and privacy risks (including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services for the County or on behalf of the County hereunder. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

**C. Other Insurance Provisions.** The required Commercial General Liability Insurance and Professional Technical Liability Policies shall meet the following requirements:

1. The Contractor's insurance coverage shall be placed with insurance carriers licensed to do business in the state of Washington with a current A.M. Best rating of not less than A:VII.

2. The Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be in excess of the Contractor's insurance and shall not contribute with it. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

3. The Contractor's insurance shall be endorsed to state that the insurer shall provide at least thirty days prior written notice by certified mail, return receipt requested, of any impending cancellation, non-renewal, expiration, or reduction in coverage.

4. Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. The County reserves the right to receive a certified copy of required insurance policies and to approve any deductible.

## 14. Obligations that Survive Termination.

In addition to any other specific provisions that so state, the parties recognize and agree that their obligations under Sections 7 (Price and Payment), 9 (Confidentiality and Public Disclosure), 12 (Indemnification), 16 (Assignment and Transfer), 17 (Independent Contractor), 19 (Compliance with Laws), 22 (Governing Law and Venue), 23 (Applicability of Uniform Commercial Code), 24 (No Waiver), 26 (Covenant of Good Faith), 28 (Third Party Beneficiaries), 29 (No Construction Against Drafter), and 31 (Access to Books and Records) of this Agreement survive the cancellation, termination, or expiration of this Agreement.

## 15. Amendments.

No modification or amendment to this Agreement will be valid or binding unless reduced to writing and duly executed by authorized representatives of both parties.

## 16. Assignment and Transfer.

No party may assign, delegate, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party, which may be granted or withheld in the other party's sole discretion. In the event that Contractor assigns, or otherwise

transfers this Agreement, or any part hereof, or delegates any of its duties hereunder to any Third Party or Affiliate and, within eighteen (18) months after such transfer, the County, in its sole discretion, is not satisfied with the level of service provided under this Agreement, the County shall have the right to terminate this Agreement for convenience and transition to a new vendor. All Services provided by Contractor's transferee during the transition Period shall be provided at no cost.

17. **Independent Contractor.**

All work performed by the Contractor in connection with the Software and/or Services described in this Agreement shall be performed by the Contractor as an independent contractor and not as the agent or employee of the County. All persons furnished by the Contractor shall be for all purposes solely Contractor's employees or agents and shall not be deemed to be employees of the County for any purpose whatsoever. The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing Services under this Agreement and shall prescribe and control the means and methods of performing such Services by providing adequate and proper supervision. The Contractor shall be solely responsible for compliance with all rules, laws, and regulations relating to employment of labor, hours of Social Security, and other payroll taxes including applicable contributions from such persons when required by law**.**

18. **Acceptance and Removal of Contractor Personnel and Subcontractors.**

All Contractor personnel, representatives, agents and subcontractors assigned to perform Services hereunder will be subject to acceptance by the County in the County's sole discretion. Services will be performed at a location specified by the County. The County in its discretion may request removal of any Contractor personnel, representative, agents or subcontractor providing Services hereunder, and Contractor will remove said personnel or subcontractor in accordance with each such request. The County may immediately remove any Contractor personnel, representative, agents or subcontractor in the County's sole discretion. Contractor will manage the transition of replacement personnel or subcontractor to minimize impact on any given project. Contractor may not subcontract the Services or any portion of the Services under this Agreement to any third party (including any independent contractor) without the prior written consent of the County, which consent may be withheld in the County's sole discretion. If the County consents to the use of a subcontractor, then (1) Contractor guarantees the subcontractor's performance, (2) Contractor remains obligated under this Agreement for the performance of the subcontracted Services, (3) Contractor must enter into a written agreement with the subcontractor obligating the subcontractor to comply with Contractor's obligations under this Agreement, and (4) the County has no obligations under this Agreement to the subcontractor and the subcontractor has no rights or remedies against the County under this Agreement or otherwise. Contractor may not impose on the County a surcharge for any subcontractor fees.

19. **Compliance with Laws.**

The Contractor each shall comply with all applicable federal, state, county and local laws, ordinances, regulations, and codes including, but not limited to, its obligations as an employer with regard to health, safety, and payment of its employees, and identification and procurement

of required permits, certificates, approvals, and inspections in the Contractor's performance of this Agreement.

**20.  Non-Discrimination.**

It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law Against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

**Federal Non-Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title BI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

**21.  Security, Access, and Safety Requirements.**

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

A unique login access account that requires Multi-Factor Authentication ("MFA") shall be required from each of the Contractor's support employees.  The Contractor shall submit a fully completed Snohomish County Vendor MFA Questionnaire - Exhibit D for each support employee to the County.

**22.  Governing Law and Venue.**

The validity, construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Washington, except as to its principals of conflicts of laws, and the parties hereto irrevocably submit to the exclusive venue of the Superior Court, Snohomish County, Washington to resolve any disputes arising

hereunder or related hereto, except that the County may waive the exclusive venue provision and submit a dispute to any state superior court or federal district court of competent jurisdiction in the State of Washington.

23.    **Applicability of Uniform Commercial Code.**

To the extent this Agreement entails the delivery of Software or Software Products, such Software or Software Products, shall be deemed "goods" within the meaning of Article 2 of the Uniform Commercial Code, Title 62A RCW, except when deeming services as "goods" would cause an unreasonable result. This Agreement shall control where there is a conflict with the UCC.

24.    **No Waiver.**

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Agreement, nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically provided in writing and signed by and authorized representative of the County.

25.    **Force Majeure.**

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, civil or military authority, act of God, or other similar causes beyond its control. If any party is rendered unable, wholly or in part by such a force majeure event to perform or comply with any obligation or condition of this Agreement, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Agreement, including Termination for Default. Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

26.    **Covenant of Good Faith.**

Each party agrees that, in its respective dealings with the other party under or in connection with this Agreement, it shall act in good faith.

27.    **[Intentionally Deleted].**

28.    **Third Party Beneficiaries.**

This Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this Agreement and, as such, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

**29.  No Construction against Drafter.**

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement.

**30.  Notices.**

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other under this Agreement shall be deemed to have been duly given when made in writing and delivered in person or upon the date of recorded receipt if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, as follows:

Snohomish County:
Department of Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, WA  98201

Cities Digital, Inc. DBA "CDI"
2000 O'Neil Road Suite 150
Hudson, WI  54016

or to such address as the parties may provide by notice to each other from time to time.

**31.  Access to Books and Records.**

The Contractor agrees that an authorized representative of the County shall, upon reasonable notice, have access to and the right to examine any pertinent books and records of the Contractor related to the performance of this Agreement. The Contractor shall maintain such books and records for this purpose for no less than six (6) years after the termination or expiration of this Agreement.

**32.  [Intentionally Deleted].**

**33.  Severability.**

Whenever possible, each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Agreement. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain valid and binding.

34.    **Incorporation of Exhibits.**

Exhibits A through E referred to in this Agreement and attached hereto are integral parts of this Agreement and are incorporated herein by this reference.

35.    **Entire Agreement and Order of Precedence.**

This written Agreement and its corresponding Exhibits constitutes the entire agreement between the parties with respect to the subject matter contained herein, superseding all previous agreements, statements or understandings pertaining to such subject matter. In the event of any conflict between this Master Document and any of the attached Exhibits, the precedence of Documents shall be as follows:

1. Agreement

2. Exhibit A Statement of Work and attachments

3. Exhibit B Functional Specifications

4. Exhibit C Software Support Policy, LSAP

5. Exhibit D Vendor MFA Questionnaire

6. Exhibit E Confidentiality Agreement

7. Exhibit F Using Windows Performance Monitor with Laserfiche

8. RFP-22-007SB and Contractor's Response to RFP-22-007SB

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day of the year first written above.

SNOHOMISH COUNTY:

**Ken Klein**
Digitally signed by Ken Klein
Date: 2023.06.15 11:01:21 -07'00'
_____
County Executive                    Date

Ken Klein
Executive Director

Approved as to Insurance and
Indemnification provisions:

**Barker, Sheila**
Digitally signed by Barker, Sheila
Date: 2023.05.12 09:11:01 -07'00'
_____
Risk Management                    Date

CITIES DIGITAL, INC. DBA "CDI

*Patrick Welsch*                    5/11/2023
_____
Patrick Welsch                    Date
President

# EXHIBIT A
# Document Management System Statement of Work

## 1. **DEFINITIONS**

Capitalized terms used in this SOW and not otherwise defined herein have the meanings defined for them in the Agreement.  When used herein with initial capitalization, whether in singular or plural, the following terms shall have the following meanings:

### 1.1 *"Acceptance" and "Accepted"*

This shall mean that: (i) the Work Product and/or Deliverables substantially satisfy the functions and specifications agreed to by both Parties and as described herein; and (ii) the Work Product and/or Deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing, as set forth in Section 6 of the Agreement, with written acknowledgement from the County testifying of acceptance if applicable, after the rendering of Work Product and the delivery of Deliverables as described in this Exhibit and the Agreement.

### 1.2 *"County Data"*

This means all data, works and materials: used, processed, generated, uploaded to, or stored on, the System by the County; transmitted by the System at the instigation of the County; supplied by the County to the Contractor for uploading to, transmission by, or storage on, the System; or generated by the System as a result of the use of the Services by the County.

### 1.3 *"Final Acceptance"*

This means the point when the District Court acknowledges that the Contractor has performed the entire Work Product in accordance with the Contract.

### 1.4 *"Full Go-Live"*

This means, the day of District Court's first use of the System in the final court location in an operational capacity with operational data in District Court's production environment.

### 1.5 *"Full Go-Live Acceptance"*

This means the point when District Court has provided written acknowledgment that the Contractor's Work Product has continuously operated for thirty (30) consecutive days without Material Defect in accordance with the Contract following Full Go-Live.

### 1.6 *"Full Go-Live Period"*

This means the period from Full Go-Live to Full Go-Live Acceptance when the System is in use at all District Court locations and all support offices. The District Court determines the timeline and order for go-lives at each court location.

### 1.7 "Installation"

This means any work tasks and installation services provided by the Contractor for Software and Support as described in a relevant Statement of Work.

### 1.8 "Pilot Court"

This means one (1) District Court location designated by District Court to participate in the Pilot Period.

### 1.9 "Pilot Go-Live"

This means the first use of the System in an operational capacity with operational data in the District Court's production environment limited to the Pilot Court and all support offices.

### 1.10 "Pilot Go-Live Acceptance"

This means the point when District Court has provided written acknowledgment that the Contractor's Work Product has continuously operated for thirty (30) consecutive days without Material Defect in accordance with the Contract following Pilot Go-Live.

### 1.11 "Pilot Period"

The period from Pilot Go-Live to Pilot Go-Live Acceptance when the System is in use for court business at the Pilot Court and all support offices.

### 1.12 "Support"

This means technical, maintenance and support services available from Contractor for any Products, Software, Installation and Work Product provided and/or performed by Contractor to County; accessible either: onsite in person, by telephone, remotely or online via the internet.

### 1.13 "Updates"

This means all minor releases of the Software in which minor modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, excluding version-to-version Upgrades, and are designated by a change in sub-version designation (e.g., from version 1.3 to version 1.4).

### 1.14 "Upgrades"

This means all major releases of the Software in which significant and/or substantial modifications, additions, changes, bug fixes, defect corrections and feature enhancements have been made, and are designated by a change in version designation (e.g., from version 1.4 to version 2.0).

## 2. **WORK**

*2.1 Scope of Work.*

The Contractor is an authorized reseller of Laserfiche, an Enterprise Content Management software solution. The Contractor shall provide, install and implement the Laserfiche Rio 11.x software system, a comprehensive, court-wide electronic document management system, including licensing (the "System"), subject to the terms and conditions contained in Attachment 1, Laserfiche End User License Agreement or ("EULA"), for an initial total of 100 "named" users. The System shall provide capabilities for realtime sharing of electronic documents and/or data between County staff, judges, and court divisions (Everett, Evergreen, South, and Cascade), improve access to information, streamline workflow and management processes, manage access control, and allow image capture and retention.

A. The System shall include, but not be limited to, the following:

(a) Document and data capture involving accepting and processing images of paper documents from scanners and storing in digital form and capturing metadata fields including, but not limited to:
- i.   File Date received by court
- ii.  Case Category – criminal or civil
- iii. Case # for criminal cases
- iv.  File # for civil cases
- v.   Customer Name, Address, Telephone #, DOB,
- vi.  Case Type - following list may be updated during Requirements and Design workshops:
  - i. Civil, Criminal Non-Traffic, Criminal Traffic, Infraction Non-Traffic, Infraction Traffic, Parking, Criminal Felony (CF), Probable Cause (PC), Protection Order, Small Claims (SC), Extreme Risk.
    1. Following sub type options available from drop down list via template: Abusive Litigation, Animal Impound, Anti-Harassment, Automobile Damage, Breach of Contract, Carrying Concealed Weapon, Commercial Electronic Mail, Damage Deposit, District Court Judgment, Domestic Violence Petition, Enforcement of Canadian Protection Order, Extreme Risk Protection - Under 18, Extreme Risk Protection Order, Firearm Forfeiture, Goods and Services, Lease Agreement, Lien Foreclosure, Loan, Municipal Court Judgment, Name Change, NSF Check, Open Account, Other, Personal Injury, Petition for Seized Goods, Private Tow, Property Damage, Property Damage - Gangs, Public Tow, Rent, Replevin, Restitution, Services Rendered, Sexual Assault Protection Order, Small Claims, Stalking Protection Order, Transcript, Wages, Written Instrument, Criminal, Infraction, Vehicle/Vessel Violation, Probable Cause, Probation

    vii. Document Type will contain document specific data (Confidential, Public, Restricted, Sealed) available from drop down list via template.
    viii. Filing fees/payments information will contain the following list of document specific data available from drop down list via template.  This list may be updated during Requirements and Design workshops:

        i. Civil Filing Fee, Civil Filing Fee w/out the JST Surcharge, Dispute Resolution Fee-Optional per County, Civil Counter (Cross, 3rd Party Claim Fee), Civil Counter (Cross, 3rd Party Claim Fee w/out the JST Surcharge), Extension of Civil Judgment, Supplemental Proceeding, Writ or Garnishment Fee, Name Change Administrative Fee [RCW 4.24.130], Name Change Auditor's Fee, Anti-Harassment Filing Fee, Anti-Harassment Filing Fee w/out the JST Surcharge, Municipal Court Judgment Filing Fee, Small Claims Filing Fee, Small Claims Counter (Cross, 3rd Party Claim Fee), Dispute Resolution Surcharge Small Claims Filings, Jury Demand - Civil, Appellate Filing Fee ($17 Law Library Portion Infraction, Civil, or Small Claims Cases), Civil Ex Parte Fee

    ix. Judicial Officer
    x. Other Parties – identifying information (Address, Telephone #, DOB, etc.)
    xi. Attorney Information for Parties
    xii. Probation staff members – Probation Officer (PO), Clerk

(b) Document Management

    i. Retrieve documents into an Intake folder

        i. Criminal case documents are labeled by Last Name, First Name, MI, DOB, Case Number.
        ii. Civil case documents are labeled by alpha, year, numerical

           1. Example: C21-0001

              a. C21-0001-C21-9999 Civil lawsuits
              b. S21-0001-S21-9999 Small Claim
              c. N21-0001-N21-9999 Name Change
              d. PO23-0001 – PO23-9999 Domestic Violence protection
              e. PO23-0001 – PO23-9999 Stalking protection
              f. PO23-0001 – PO23-9999 Sexual Assault protection
              g. PO23-0001 – PO23-9999 Unlawful Harassment
              h. XR21-0001-XR21-9999 Xtreme Risk protection order

        iii. Probation case documents are labeled by Last Name, First Name, MI, DOB, Case Number.
        iv. Mental Health case documents are labeled by Last Name, First Name, MI, DOB, Case Number.

    ii. Tracking documents

        i. All documents dealing with a particular subject are placed under a specific folder with subject heading.
        ii. Cases files are arranged by last name, first name, and middle initial and placed under a specific alphabetized folder by last name.

        iii.  Manage & store documents
              i.  Active case files are in an active filing location by Last Name, First Name, DOB, Case#.
                    1.  Includes active pending files requiring fee payments
             ii.  Closed case files should be in a filing location by Last Name, First Name, DOB, Case#.

(c) Document Access tailored to user role or business function to District Court staff of 92 including eight judges and one commissioner, plus a varying number of pro tem judges.
        i.  Probation role and business function (public disclosure needs)
        ii.  Mental Health Court business function
        iii.  Administration role
        iv.  Finance role
        v.  Court staff role – includes super users
        vi.  Judge role – utilize stamps
        vii. Enterprise Scanning Center role

(d) Data Migration compatibility with present or future software packages in use by the District Court. Service time not included in this proposal.
        i.  Odyssey Case Management System

(e) Document and Data Enterprise Sharing
        i.  Import and export of case documents from attorneys, probation treatment agencies, County Council, law enforcement agencies, Sno911, and other third-party filing agencies.

(f) Document Workflow for automating certain processes, allowing for time-based action, and strengthening internal controls over document handling or operational procedures, including but not limited to:
        i.  Infractions Workflow (civil moving and nonmoving) which manages courtroom infractions to eliminate duplication of documents from back-and-forth faxing from jail to court.
        ii.  Protection Orders Workflow
        iii.  Civil Workflow (small claims, general civil case types)
        iv.  Criminal Workflow
        v.  Warrant Workflow (manages the documents and notifications of new active warrants or warrants that have been removed due to arrest)
        vi.  Judicial Workflow (ability to manage court documents that require judges' signatures as well as scheduled docketed events that take place in the courtroom by providing an electronic file used during proceedings)
        vii. JIS/JAB Workflow that works with JIS/JAB to pull and send information to and from JIS/JAB (rename, filing, automated emailing, etc.)
              i.  Prefill internal court forms via workflow (See Section 2.4.2.e.v. for more information)
        viii. Probation and Mental Health Workflow (manages document flow between court, probation, and/or jail – if applicable)
              i.  Workflow that builds probation file with correct court information

      ii.   Move probation case reports from active probation file to the active court case folder

     iii.   When a bench warrant quash hearing is set, probation group automatically receives the case setting notice

     iv.   After probation review hearing, move Order on Non-Compliance to active probation file

      v.   After infraction contested/mitigation hearing, move Order Granting entry into AA25/Attitudinal Dynamics of Driving (ADD) to probation group

     vi.   After court hearing and when EHD ordered, move Order of Commitment to probation group (this document has to go to the court, jail and probation)

   ix.   Management-specific search and dashboard/report views in Laserfiche that show the status of metadata for related cases.

    x.   Financial or Penalty imposed Workflow - routes documents to the accounts receivable department.

   xi.   Calendar Workflow – distribution of case documents daily, weekly, etc. Reference Thurston County Workflow.

      i.   OAC District Court Calendar

     ii.   DC Civil Calendar

    iii.   OAC to DC

B. The Contractor shall provide all implementation and training services including, but not limited to:

(a) Configuration of the System to meet District Court business requirements, based on the functional specifications listed in Exhibit B.

(b) Assignment of a dedicated representative to work with District Court and its project team through all Tasks of review, setup, planning, and training.

(c) Implementation of the project in five phases. Completion dates will be finalized as part of the Project Work Plan, which shall include, but not be limited to the following areas: implementation, go-live readiness, change control and change management, and Project Implementation Timeline.

(d) Setup of initial System (test and production environments).

(e) Planning/Implementation

      i.   Phase 1, Project Management will consist of Project Planning & Initiation, Requirements and Design

     ii.   Phase 2, Pilot Period, will involve Business Process Design, Testing and Deployment of the entire Laserfiche functionalities and all interfaces in the following County locations:

- Pilot Court, Everett Division
- Scanning Center
- Finance Department
- Probation, Mental Health Court
- IT Department

Phase 2 shall utilize converted data for the Pilot Court caseload.

        iii.  Phase 3, the Pilot Go-Live Period, will be the first use of the System in an operational capacity with operational data in the District Court's production environment limited to the Pilot Court and all support offices.

        iv.  Phase 4, the Full Go-Live Period, of the project will involve implementation of all Software functionality (workflows, Forms, reports, fields), and all Phase 2 tasks in every District Court division for all users.

        v.  Phase 5, Transition to County, shall begin at Final Acceptance and shall consist of ongoing Support and Maintenance of the System as described in the Maintenance Agreement.

(f) Training

        i.  Develop a Training Plan that shall be acceptable to District Court to fully prepare District Court users to use the new System while taking into account the operational needs of District Court. The Training Plan shall include best practices for training and timing of training for all user groups and topics, including suggested training methods, length/duration of training, level of detail of training, ongoing training strategies and troubleshooting tips. District Court will provide training for external users. The Contractor and District Court shall mutually prepare and provide documentation for all user groups being trained that includes templates for training materials and templates for developing standardized procedures.

- Administrator and Subject Matter Expert ("SME") Training: The Contractor shall conduct System administrator and SME training on-site to provide the designated users with:
  1. In-depth understanding of how the System functions;
  2. A review of best practices in the configuration and use of the System;
  3. The knowledge to configure the System's administration, user interface configurations, individual and role-based security, audit trail, resources, workflow designer, records management setup & design (templates, folders, security, etc..), digital signature pad (Topaz), email integration preferences (emails,), and batch workflows;
  4. In-house expertise on Forms, report and dashboard template design and configuration

- Technical Training
  5. The Contractor shall provide technical training and written documentation to District Court on application installation and updating, workstation configuration, performance tuning, troubleshooting problems, monitoring, and testing.

- User Training
  6. The Contractor shall provide user training to train District Court. District Court will schedule users from each District Court location for each training session. Contractor will lead, with assistance from District Court, instructor-led training for all users using step-by-step instructions and hands-on training.

7. At least one SME or trainer from District Court will attend each user training session to provide hands-on assistance to users, answer procedural questions asked by users during training, and assist to enforce office-wide procedures and policies on the use of the system.
8. Training formats include but are not limited to classroom training, self-service web-based training, and mock training scenarios.
9. External users will receive a demonstration and training on the specific system components to which they will have access, for example, the submission of Forms via the Laserfiche Rio Forms Portal. The Contractor shall provide train-the-trainer to train District Court resources who will then train the external users. The Contractor shall provide assistance to District Court in the development of training materials for external user training.

## 2.2 Background

The County needs to acquire and implement a comprehensive court-wide electronic document management system to store and manage electronic court case and probation files, accommodate the County's expanding needs, improve access to information, streamline workflow and management processes, manage access control, and allow image capture, retention, etc.

## 2.3 Contractor Requirements

The Contractor shall:

(a) Provide an assigned Project Manager.
(b) Develop and submit the Project Work Plan, that captures the five-phased approach described above, deliverables and timeline for each task, for approval by County staff.
(c) Schedule and conduct project kick-off with County.
(d) Manage Work Product activities including requirements analysis, System design and installation in a test and production environment, System configuration, reports and Form configuration, data capture, testing and quality assurance, training for internal trainers and external users as identified by District Court, documentation, and support for each phase of deployment.
(e) Provide best practices and recommendations for County process improvements within the System during implementation.
(f) Train County management to i) set different access levels in the System for employees and management staff, ii) create checklists and workflows, iii) extract data, iv) turn functions on/off without needing approval/action from the Contractor.
(g) Provide the ability for authorized County users to maintain the System through updating configuration items such as Users, Document/Case Types and recording categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.

(h) Guide County staff through the entire implementation of the System.
(i) Monitor and report project activities, including recurrent status reports and regular check-ins with the District Court project team.
(j) Propose regular review meetings where the Contractor and District Court shall, at regular intervals to be determined by District Court, hold review meetings to review performance of the Work Product including progress on tasks, discuss any resource issues and address any other issues that may be relevant to the project. All other personnel from the Contractor, excluding the Contractor Project Manager, shall attend at the sole expense of the Contractor.
(k) Consult on System validation and testing.
(l) Consult on deployment.
(m) Complete post sign-off check ins.
(n) Provide ongoing, dedicated support after Full Go-Live for a period of 90 days without Critical Defect.

## 2.4 Contractor Deliverables

### PHASE 1: PROJECT MANAGEMENT

**Task 1: Project Planning and Initiation**

*Activities: Contractor shall:*

(a) Coordinate, schedule, and provide an agenda for a project kick-off meeting with Project Manager (PM), and key County staff.
(b) Oversee development and submittal of the Project Work Plan, which includes, but is not limited to: project phases that capture the five-phased approach described above, deliverables for each phase, tasks and subtasks, durations, resource names and assignments, project schedule, dependencies, an explanation of work items, project closeout activities, project team roles and an estimate of hours required for project completion.
(c) Provide a proposed meeting schedule.
(d) Provide Software requirements and recommendations.
(e) Provide a Change Control Plan, including procedures to identify needed changes, whether the requested change is in or out of scope, documenting changes, approving changes, and incorporating changes into the System development lifecycle.

(f) Provide a Change Management plan focusing on staff awareness, desire, knowledge, ability and reinforcement, with assistance from District Court Administration that addresses staff concerns openly; communicate regularly on what is changing and how it will benefit the department. Document and recognize where value is created, and metrics are gained.
    i. Create "super users," who receive additional training and become invaluable resources for the extended team of new users. This allows for staff to have someone they know and trust in their office/division to answer most questions.

*County Acceptance:* Kick-off meeting has been completed, County has approved the Project Work Plan, proposed meeting schedule, Change Control Plan and Change Management Plan, County has received software requirements and recommendations.

*Contractor Deliverables:* Kickoff meeting and agenda is complete, initial Project Work Plan is complete and all components have been approved by the County, proposed meeting schedule, Project Status Reporting that summarizes completed activities, planned activities, project related issues that impact scope, budget, and timing. Change Management Plan and Change Control Plan, and software requirements and recommendations.

**Task 2: Requirements and Design**

*Activities:* Contractor shall:

a. Conduct two to three workshops and interviews over a two to three-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements.
b. Facilitate the discovery and process review including discussion of the current documentation management process, including current systems used for reporting and data collection.
c. Use documentation provided by District Court regarding current business processes, procedures and legacy system functions to completely and accurately document business processes. Contractor will also use forms and report templates for inclusion in process mapping and System configuration.
d. Lead process mapping and discussion.
e. Draft a Requirements and Design document for review and approval by District Court, by using information gathered in the workshops and interviews. The document shall include:
    i. A plan to design, configure, and install Laserfiche Rio and the following Software components in the County's network:
        • Laserfiche Records Management Edition
        • Laserfiche Workflow
        • Laserfiche Audit Trail
        • Laserfiche Forms
        • Laserfiche Quick Fields
        • Laserfiche Import Agent
        • Laserfiche JIS/JABs Integration
    ii. A repository file plan that includes:
        • Folder structure to support the routing and storage of up to 50 document/case types.
        • Metadata to appropriately index up to 50 document/case types.
        • High-level security to help control access and rights for up to 50 document/case types.
        • Core product reports customized to meet needs, including information about how each report is generated, purpose of the report, filters and data

options needed.
- Exception Reports
  - Case Conditions – verify review steps taken on case file - create a workflow that will generate a list of shortcuts containing documents that have had metadata changed
  - Order placed in case file but missing digital signature - create a workflow that will generate a list of shortcuts containing documents that are missing digital signatures
- Validation Reports from system log and workflow
- A record file plan that lists the different records, where they are stored, how they are stored and review and retention notifications.

iii. A capture plan that includes:
- OCR, bulk scanning, test scanning & data capture
- Data migration from network drive into Laserfiche
- Capturing documents and data from scanners & copiers.
- Data import into the test environment.
- Data conversion plan for capturing content on network drive for importation into Laserfiche
- Installation and configuration of scanning Software for both individual and bulk scanners on designated workstations.
- Installation of Quick Fields Barcode Module

iv. Forms that include of 10 internal forms to be built prior to Go-Live (ad hoc hours in Section 9, Table 2 will be used for this deliverable):
- Case Setting Notice
- Commitment Order and Backer
- Conditions of Release for Impaired Driving Offenses
- Declaration to not Operate any Motor Vehicle without an Ignition Interlock Device
- Findings and Order
- Judgement and Sentence
- Judgement and Penalty
- RAP Order to RAP
- Small Claim Judgement and Dismissal
- Trial Confirmation Order

f. Review and finalize the Requirements and Design document based on County feedback.

g. Provide a Go-Live Readiness Plan for each District Court location, including a readiness assessment of critical System functionality, as identified by District Court that must be functional at each go-live, and support schedule.

h. Review roles and responsibilities and finalize specific goals and expectations.

*County Acceptance:* County staff can access the Laserfiche System. Contractor has completed all workshops and interviews with County staff and understands current documentation management process and business rules at each location, including current systems used for reporting and data collection and County requirements, the complete

Requirements and Design document has been reviewed and approved by County staff, roles, responsibilities, goals and expectations for both parties have been finalized. A clear document and data capture plan, data conversion plan and Go-Live Readiness Plan for each District Court is in place. County has agreed to estimated go-live dates for each phase.

*Contractor Deliverables:* Conduct two to three workshops and interviews with County staff, discovery and process review and discussion of the current documentation management process is complete, accurate documentation and mapping of current business processes is complete, final Requirements and Design document has been reviewed and approved by County staff, roles, responsibilities, specific goals and expectations have been finalized. Document and data capture plans, Data conversion plans, and Go-Live Readiness Plan for each District Court are complete. Provision of an estimated go-live date for each phase for County approval.

## PHASE 2:  PILOT PERIOD

### Task 1: Business Process Design

*Activities:* Contractor shall:

a. Coordinate with County to obtain remote access (Citrix) to the network.
b. Install and configure the application Software and database(s) in District Court's test and production environments.
c. Work with District Court resources to configure Active Directory single sign-on to the servers using LDAP.
d. Install all licensed Laserfiche Software required by the Services.
e. Develop and configure the System per the specifications set forth in the Requirements and Design document.
f. Provide District Court with a test environment, which will be used to configure specific workflows and folder structures throughout the Laserfiche implementation process and will be the configuration template for the production environment.
g. Update the test environment in real time as the project progresses.
h. Provide at minimum monthly System demonstrations to County to obtain feedback.
i. Provide a dedicated implementation specialist to meet with District Court Administration team each week to discuss District Court specific needs on each Laserfiche component, make configuration changes with District Court staff, and discuss testing feedback with the team, making the test environment our shared System requirements.
j. Develop a Test Plan to conduct testing in the next task which shall include, but not be limited to validation testing, regression testing, test strategy, test schedule, and test deliverables.
k. Provide a configuration log which provides a list of all changes requested as part of weekly calls, and whether Contractor or District Court staff are responsible for the changes.
l. Configure the System in sprint cycles that will be planned with and approved by District Court. Provide training and documentation to District Court resources to configure the

System, and for District Court to be able to support the System after go-live. The configuration shall include, but is not limited to, the following aspects of the System:

- Application folder structure
- Workflow & template build and configuration
- Business/process rules
- Displayed and hidden fields and field labels
- User interface configuration for all users and roles:
    a. Judge
    b. Probation
    c. District Court Staff
    d. Administration
    e. Enterprise Scanning Center
- Individual and role-based security profiles
- Outlook integration preferences –
- Calendar and event configuration – calendar from JABs with link to case files
- Forms template configuration – Probation's intake, risk assessment, ROI, etc.
- Document and data capture configuration
- Reports configuration
- Digital Signature Pads provided and installed by County (Topaz) configuration

*County Acceptance:* County users have appropriate System access to the test and production environments. System features and functionality are fully developed and configured successfully. Weekly System demonstrations have been provided. Test plan has been received.

*Contractor Deliverables:* Provide a dedicated implementation specialist, obtain remote access to the County's network, install required licensed Laserfiche Software, develop and configure System in sprint cycles to be approved by District Court, deploy the System in the County's test and production environments in accordance with the Requirements and Design document, provide weekly System demonstrations, develop and provide a Test Plan and configuration log, and obtain completed installation certificates.

**Task 2: Testing**

*Activities:* Contractor shall:

a. Test the System using the Test Plan and remediate issues as necessary.
b. Coordinate with County staff to onboard users.
c. Conduct quality assurance testing as configuration and development of the System progresses.
d. Provide guidance to County staff who shall perform User Acceptance Testing ("UAT") and address issues identified during UAT.
e. Ensure testing by District Court can begin as soon as the Contractor and District Court team begin making initial configuration changes and continues throughout the project on

the test environment. This is necessary to verify the configurations and changes meet District Court needs throughout the project.

f. Perform regression testing to ensure that updates, upgrades, customizations or other releases to the System do not introduce defects or Errors. Assist District Court in performing regression testing at a minimum when new code is loaded, when a configuration change occurs, when an interface is introduced to the System or modified.

g. Ensure District Court staff have 24/7 access to the test environment during implementation and can continue to use it for testing and experimentation after Pilot Go-Live.

h. Provide a series of classroom-style training events for all users of Laserfiche to learn how Laserfiche works and acquaint them with the basic functionality of the site based upon the training plan.

i. Create Deployment and Plan.

j. Prepare for training and Pilot Go-Live.

k. Provide follow-up training after Pilot Go-Live to introduce more complex functions of Laserfiche and to answer general questions that arise after using the system for some time.

*County Acceptance:* Test Plan works as expected, users have been onboarded and have 24/7 access to the test environment, County understands UAT procedures and has conducted validation testing and regression testing and agrees the System is performing as expected, Deployment and Data Validation Plans have been received and approved, County is ready for training and Pilot Go-Live, follow-up training has been completed.

*Contractor Deliverables:* Laserfiche System that is tested for functionality, including regression testing, and is ready for promotion to the production environment. The Deployment Plan details how the developed System shall be promoted from the test to the production environment.

**Task 3: Deployment**

*Activities:* Contractor shall:

a. Provide a train-the-trainer approach to train users and administrators on the developed System including:
   • Training Plan for review and approval by County staff that includes a training schedule and all tasks that will be completed.
   • The training agenda for all users, based on each individual's role and subject matter area, including but not limited to criminal, civil, infraction, calendaring, workflow, document scanning and management, probation, financial tasks, and public access.
   • Hands-on training for administrators. As a highly configurable System, the Contractor can make System changes quickly, modifying the test environment in real-time to meet District Court requirements. The Contractor will lead small group trainings in which District Court Administration staff learn how to create and update customer

configurations (Searches, Reports, Dashboards, Fields & Forms, Workflows, Security) and administer the solution (provided the first Tuesday of each week).
b. Provide additional resources to address any issues that may arise in a timely manner.
c. Replicate the System to County's production environment. Specifically:
- Replicate Laserfiche environment from Test to production.
- Replicate the form, workflows, templates, and Quick Fields sessions to the production environment.
- Replicate folder structure, security, and metadata to the production environment.
d. Address production-specific issues that occur.
e. Inform County that the System is available and in a production state for users to use the System.

*County Acceptance:* County has reviewed and approved the Training Plan provided by the Contractor, Users and administrators are trained on the System. The System has been deployed to the County's production environment and any issues have been resolved.

*Contractor Deliverables:* Hands-on training to County staff, a Training Plan that County can utilize to train users and administrators, weekly training events run by County Staff for users of Laserfiche, deploy System to the production environment in accordance with the go-live, project documentation on the administrative aspects of the system, address any remaining questions, concerns or additional issues.

## PHASE 3: PILOT GO-LIVE

### Task 1: Pilot Go-Live Acceptance

*Activities:* Contractor shall:

a. Provide the System in an operational capacity with operational data in District Court's production environment limited to the Pilot Court and all support offices.
b. Address scanning specific issues that occur.
c. Address Software specific issues that occur.
d. Provide issue tracking log to District Court including, but not limited to: description of issue, tracking numbers and resolution dates.
e. Provide Pilot Go-Live Support.
f. Provide support during Pilot Go-Live. If not onsite, provide schedule for virtual support.
g. Provide quality control for all business process design activities and a Quality Assurance Plan to ensure results meet customer functional requirements.

*County Acceptance*: Pilot Go-Live Readiness Plan has been fully and successfully executed and System is ready for Pilot Go-Live, document and data capture plan has been initiated, issue tracking log has been received, any scanning or Software issues have been resolved, a Quality Assurance Plan has been reviewed and approved, District Court has completed thirty (30)

consecutive days of accepted operations on the System at the Pilot Court without Material Defect, there are no unresolved Material Defects.

*Contractor Deliverables*: Pilot Go-Live Readiness Plan has been provided to County Project Team. Final cutover timetable completed for both Pilot Go-Live and Full Go-Live. Quality control for business process design activities and a Quality Assurance Plan. Provide post Pilot Go-Live issue management. Track all open issues and provide issue tracking log to District Court.

## PHASE 4: FULL GO-LIVE

### Task 1: Full Go-Live Acceptance

*Activities:* Contractor shall:

a. Provide the System in an operational capacity with operational data in District Court's production environment for all locations and all support offices.
b. Address scanning specific issues that occur.
c. Address Software specific issues that occur.
d. Provide a Project Cutover Plan that includes, but is not limited to: vendor resources available for cut-over, go-live communication information, issue management information, schedule to cutover the remaining District Court locations, all documentation created is ready, user manuals in place, along with pre-requisites that must be met in order to cutover, ie, training, quality audit, testing, etc.
e. Provide an issue tracking log.
f. Provide Full Go-Live Support.
g. Provide support during Full Go-Live. If not onsite, provide schedule for virtual support.

*County Acceptance*: All issues have been resolved, project Cutover Plan has been reviewed and approved and all cutover tasks have been reviewed and approved by District Court. Contractor's Work Product has continuously and successfully operated without Material Defect for thirty (30) days.

*Contractor Deliverables*: System is operating successfully without Material Defect for thirty (30) days in all District Court locations and all support offices, Project Cutover Plan to move from Pilot to Full Go-Live for review and approval by County.

### Task 2: Final Acceptance
*Activities:* Contractor shall:

Develop and provide a Post Go-Live Support Plan to District Court for review and approval which includes, but is not limited to: information on knowledge transfer between implementation

team and technical support, explanation of how technical support works, how tickets get assigned, how to handle critical issues, etc.

*County Acceptance*: District Court reviews and accepts Post Go-Live Support Plan and acknowledges in writing that the Contractor has performed the entire Work Product.

*Contractor Deliverables*: A Post Go-Live Support Plan for review and approval by District Court.

## PHASE 5: TRANSITION TO COUNTY

### Task 1: Full Go-Live Acceptance

*Activities:* Contractor shall:

a. Perform post-deployment support activities.
   - Provide guidance to County staff on monitoring and documenting issues that may arise.
   - Coordinate with County administrators periodically for up to 30 days after Full Go-Live to help diagnose and resolve identified issues.
   - Lead calls with District Court staff periodically in the 30 days after Full Go-Live to focus on any site refinements.
b. Transfer day-to-day System maintenance to County.
c. Schedule and conduct additional training sessions as needed within the training plan.
d. Introduce methods for accessing support services for Laserfiche from Contractor to County's post-project support team via an email.
e. Create and provide a System Operations manual to the County that includes System requirements and implementation along with template tools for Documenting Business Processes.

*County Acceptance*: The System is functioning as expected and any issues have been diagnosed and addressed. System maintenance has been transferred to County. County staff understand how to access Laserfiche support services. County has received and understands information provided in System Operations manual.

*Contractor Deliverables*: Guidance to County staff regarding monitoring and documenting issues that may arise, assist County staff to diagnose and resolve issues, conduct calls as needed with District Court staff, transfer routine System maintenance to County, advise County on accessing Laserfiche support services, System Operations manual.

### 3. CONTRACTOR'S RESPONSIBILITIES

*3.1 Contractor to provide:*

(a) Kick-off meeting and agenda, and timeline with an estimated date of each go-live.
(b) A primary point of contact to act as Project Manager ("CPM") and work with Snohomish County's Project Manager ("SCPM"), or other designated representative.
(c) Professional staff to perform or manage the functions described in this SOW. The assignment of such Contractor staff shall be disclosed to County and shall be subject to County's approval. County may direct the Contractor to remove or reassign any staff that the County determines to be unqualified or unsuitable; however, County's right to do so does not implicate County as party to Contractor's obligations in the SOW.
(d) Login credentials, configuration settings review, security permissions configuration review.
(e) Software requirements and recommendations.
(f) Environments for testing and production.
(g) The following plans and documents to be reviewed and approved by District Court:
    a. Requirements and Design document as described in section 2.4, Phase 1, Task 2(e) of this SOW
    b. Project Work Plan including deliverables and timeline for each task
    c. Project Implementation Timeline
    d. Deployment Plan
    e. Issue tracking log
    f. Test Plan
    g. Configuration log
    h. Go-Live Readiness Plan for each District Court location
    i. Change Control Plan
    j. Change Management Plan
    k. Training Plan
    l. Quality Assurance Plan
    m. Project Cutover Plan
    n. Post Go-Live Support Plan
    o. System Operations manual that includes System requirements and implementation along with template tools for Documenting Business Processes

*3.2 Contractor Tasks and Responsibilities:*

(a) Coordinate and schedule project kick-off meeting.
(b) Oversee development and submittal of the Project Work Plan, which includes, but is not limited to: project phases that captures the five-phased approach described above, deliverables for each phase, tasks and subtasks, durations, resource names and assignments, project schedule, dependencies, an explanation of work items, project closeout activities, project team roles and an estimate of hours required for project completion.

(c) Manage Work Product activities.

(d) Ensure adherence to the project scope, schedule and budget.

(e) Manage risk, including notifications to the County's Project Manager within 24 hours – via email or phone – when the project scope, schedule or budget may be impacted, as well as providing mitigation plans.

(f) Provide best practices and recommendations for County process improvements within the System during implementation.

(g) Coordinate project communications.

(h) Monitor and report project activities, including recurrent status reports and regular check-ins with the County's Project Manager.

(i) Schedule and facilitate recurrent issue tracking updates.

(j) Be available for status calls as requested by County.

(k) Conduct workshops and interviews with the project executive sponsor, IT administrators, and subject matter experts (e.g., Department Record Coordinators) to confirm requirements.

(l) Facilitate the discovery and process review including discussion of the current documentation management process, including current systems used for reporting and data collection.

(m) Develop, review and finalize the Requirements and Design document based on County feedback.

(n) Review roles and responsibilities and finalize specific goals and expectations.

(o) Coordinate Contractor's resources, work sessions, and training (in-person or online/phone).

(p) Install the application Software and database(s) in District Court's test and production environments.

(q) Develop and configure the System per the specifications set forth in the Requirements and Design document.

(r) Provide classroom-style training events for users per the training plan.

(s) Ensure users have 24/7 access to the test environment.

(t) Provide quality control for all business process design activities.

(u) Coordinate meetings with District Court to review Work Product performance.

(v) Provide weekly System demonstrations to County to obtain feedback.

(w) Train County management to i) set different access levels in the System for employees and management staff, ii) create checklists and workflows, iii) extract data, iv) turn functions on/off without needing approval/action from the Contractor.

(x) Provide the ability for authorized County users to maintain the System through updating configuration items such as Users, Document Types and recording categories, and legislatively mandated items in a manner that is readily accomplished without County IT or Contractor assistance.

(y) Guide County staff through the entire implementation and configuration of the System.

(z) Manage and plan Work Product activities including:
- System design and installation;
- System configuration;

- data conversion and migration;
- testing and quality assurance;
- administrator and end-user training; and
- Pilot Go-Live and Full Go-Live support.

(aa) Provide guidance to County staff who shall perform User Acceptance Testing ("UAT") and address issues identified during UAT.

(bb) Deploy the System to County's production environment including: Laserfiche environment from Test to production; the form, workflows, and Quick Fields sessions to the production environment; and folder structure, security, and metadata to the production environment.

(cc) Address production-specific issues that occur.

(dd) Provide guidance to County staff on monitoring and documenting issues that may arise.

(ee) Assist District Court to configure Active Directory single sign-on to the servers using LDAP.

(ff) Coordinate with County administrators for up to 30 days after Full Go-Live to help diagnose and resolve identified issues.

(gg) Introduce methods for accessing support services for Laserfiche from Contractor to County's post-project support team via an email.

(hh) Provide project status reports that summarize completed activities, planned activities, project related issues that impact scope, budget, and timing.

(ii) Identify and mitigate any risk to deliverables and timeline through discussion and agreement with the County.

(jj) Address scanning specific and Software specific issues that occur.

(kk) Assist District Court with System validation and testing.

(ll) Address any remaining questions, concerns or additional issues.

(mm) Track and cure any reported defects during the 90-day post Full Go-Live period. This task will be considered complete after 90 consecutive days of post Full Go-Live operation without any new defects.

(nn) Perform all additional tasks required to achieve the results specified herein.

(oo) Complete all deliverables as defined in this SOW.

## 4. COUNTY'S RESPONSIBILITIES

### 4.1 Complete obligations

A complete list of County's obligations under this SOW is set forth below. All other work, resources, staff, data, software, hardware, etc. required for the Contractor to achieve the results specified herein (limited only by the Scope of this SOW) are the sole and exclusive responsibility of the Contractor.

### 4.2 County to Provide:

(a) The following County staff:

      ii.   Single point of contact from County to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.

     iii.   IT staff such as system administrators, database administrators, and help desk.

     iii.   Subject matter specialists to provide information on County's current process and file plan.

     iv.   Staff to execute the test scripts and document results for User Acceptance Testing ("UAT").

(b) Technical resources and support including:

      i.   Timely access and user credential to County network, applications, database and related resources, including remote access.

      ii.   Configured test environment that closely mirrors the production environment.

     iii.   Only test data and not production data to Laserfiche.

     iv.   Configuring Kerberos, Active Directory and security policies as required for the implementation.

      v.   Performing and testing backups of the Laserfiche configuration, database and other systems as needed.

     vi.   Completing any testing (e.g., system, integration, user acceptance testing) as needed.

(c) All available documentation as to current business processes, procedures and legacy system functions to completely and accurately document business processes. District Court will also provide forms and report templates for inclusion in process mapping and System configuration.

### *4.3 County Tasks and Responsibilities:*

(a) Review and provide written approval of the following plans and documentation: Requirements and Design document, Project Implementation Timeline, Project Work Plan, Deployment Plan, Test Plan, Go-Live Readiness Plan for each District Court location, Change Control Plan, Change Management Plan, Training Plan, Quality Assurance Plan, Project Cutover Plan, Post Go-Live Support Plan, and System Operations manual.

(b) Provide documentation as to business processes, procedures and legacy system functions to completely and accurately document business processes.

(c) Complete System testing in accordance with approved Test Plan.

(d) Review and provide formal written approval of Work Product performed under phase.

(e) Licensing of all necessary Software components.

## 5.  <u>PROJECT MANAGEMENT</u>

    Snohomish County project management best practices shall be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor shall negotiate the acceptance level of project management oversight at the Kickoff Meeting.

## 6. PROJECT COMPLETION CRITERIA

The full Laserfiche System supplied by the Contractor (including all hardware, Software, custom configurations, training, and support agreements) has been installed or delivered to the County and are fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County).

## 7. ROLLING ESTOPPEL

County assumes responsibility for providing the resources as indicated in the SOW. County shall be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor's ability to perform for any reason, Contractor's deficiency report should contain Contractor's suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, any acceptance of such changes will require a written contract amendment approved by both parties.

## 8. TIMELINE

Attachment 1, Timeline will be updated by Contractor and approved by County upon project kickoff and creation of the Requirements and Design document. Contractor is required to meet all task deadlines specified in Attachment 1, Timeline, as updated.

## 9. FEES

Billings shall be initiated upon signature approval of Acceptance ("Acceptance Date") from an authorized representative from Snohomish County for each phase.

Contractor shall be paid for the Work Product accepted by County as specified in the tables below (amount shown is before applicable tax is added):

**Table 1 – Fixed Implementation and Annual Fees**

| Item | Item Description | Cost per Item |
|---|---|---|
| **Year 1: 2023-2024** | | |
| Phase 1: Project Management<br>• Project Planning and Initiation<br>• Requirements and Design | Invoice Net 30 days From Phase 1 Acceptance Date | $8,000 |
| Laserfiche Software Deployment | Invoice Net 30 days From Software Deployment Date | $97,550 |
| Laserfiche Rio Records Management Edition 100-199 (ERM-100-199) 10% addon | Invoice Net 30 days From Software Deployment Date | $8,050 |
| Laserfiche Quick Fields Basic (QC4) | Invoice Net 30 days From Software Deployment Date | $2,500 |
| Laserfiche Rio Forms Portal (EPFRM) | Invoice Net 30 days From Software Deployment Date | $7,995 |
| Phase 2: Pilot Period<br>• Business Process Design<br>• Testing<br>• Deployment | Invoice Net 30 days From Phase 2 Acceptance Date | $6,000 |
| Phase 3: Pilot Go-Live<br>• Pilot Go-Live Acceptance | Invoice Net 30 days From Pilot Go-Live Acceptance Date | $2,000 |
| Phase 4: Full Go-Live<br>• Full Go-Live Acceptance<br>• Final Acceptance | Invoice Net 30 days From Full Go-Live Acceptance Date | $4,000 |
| Phase 5: Transition to County | Invoice Net 30 days From Final Acceptance Date | $4,000 |
| **Subtotal for Deliverables** | | $140,095 |
| Trial Deployment Maintenance & Support for 30 Days | Zero Cost for Trial Deployment (First 30 Days) | $0 |
| Annual Maintenance & Support for Production Software Deployment Begins 30 Days after Trial Deployment | Invoice Net 30 days From Production Software Deployment Date | $23,219 |
| **Subtotal for Maintenance & Support** | | $23,219 |
| **Year 1 Total** | | **$163,314** |
| **Year 2: 2024-2025** | | |

| Annual Maintenance and Support | Invoice Net 30 days From Annual Maintenance Renewal Date | $23,219 |
|---|---|---|
| | **Year 2 Total** | **$23,219** |
| | **Year 3: 2025-2026** | |
| Annual Maintenance and Support | Invoice Net 30 days From Annual Anniversary Date of Maintenance Renewal Date | $23,219 |
| | **Year 3 Total** | **$23,219** |
| | **Total Year 1 Through Year 3** | **$209,752** |

**Table 2 – Implementation Fees Billable in Increments**

| Item | Item Description | Cost |
|---|---|---|
| Ad Hoc Implementation Assistance Needed per Approved Work Order Request | Invoiced Monthly as Services are Rendered | $200.00 per hour Not to exceed $10,000.00 |
| Un-Used Fees in Table 2 May be Utilized for Optional Product Implementation Fees Shown in Table 3 | | |

In the event additional hourly work is needed, County shall provide a written work order request for services to Contractor, who shall provide an estimate of hours needed and the cost to accomplish the additional work. Upon receipt of County purchase order, Contractor shall be authorized to provide additional work as agreed.

**Table 3 – Optional Product Implementation Fees**

| Product | Software Deployment Cost | Annual Maintenance Cost* |
|---|---|---|
| Laserfiche Direct Share (EHDS) | $0 | $7,500.00 |
| Laserfiche Rio Public Portal for One Laserfiche Server – Unlimited Read-Only Connections (EPLS1) | $45,000.00 Invoice Net 30 days From Product Deployment | $9,000.00 |
| Un-Used Fees in Table 3 May be Utilized for additional Ad Hoc Implementation Assistance Fees as needed Shown in Table 2 | | |

*Annual maintenance cost for optional products implemented in Table 3 will be pro-rated in order to co-term with the existing annual maintenance term.

**10. PROJECT MANAGERS**

| County Project Manager ("SCPM") | | Contractor Project Manager ("CPM") | |
|---|---|---|---|
| Name: | Terrence Broadous, Business Application Analyst 5 | Name: | Jenn Lemere |
| Address: | Office of Operational Excellence 3000 Rockefeller Ave Everett, WA 98201 | Address: | Corporate HQ 2000 O'Neil Road Suite 150 Hudson, WI 54016 |

| Phone: | (425) 388-3837 | Phone: | (651) 714-2800, extension 114 |
| --- | --- | --- | --- |
| Email: | Terrence.broadous@snoco.org | Email: | Jenn.lemere@citiesdigital.com |
| **County Project Manager ("SCPM")** | | | |
| Name: | Kathryn Koehler, Court Administrator | | |
| Address: | District Court 3000 Rockefeller Ave Everett, WA 98201 | | |
| Phone: | (425) 388-3895 | | |
| Email: | Kathryn.koehler@snoco.org | | |
| **County Subject Matter Expert ("SCSME")** | | | |
| Name: | Marianne Boggie, District Court Assistant Administrator | | |
| Address: | District Court 3000 Rockefeller Ave Everett, WA 98201 | | |
| Phone: | (425) 388-3136 | | |
| Email: | Marianne.boggie@snoco.org | | |
| **County Subject Matter Expert ("SCSME")** | | | |
| Name: | Judge Anthony Howard, Everett Division Judge | | |
| Address: | Everett Division 3000 Rockefeller Ave Everett, WA 98201 | | |
| Phone: | (425) 388-3580 | | |
| Email: | Anthony.howard@snoco.org | | |
| **County Subject Matter Expert ("SCSME")** | | | |
| Name: | Neil Hopkins, Court Network Administrator | | |
| Address: | District Court 3000 Rockefeller Ave Everett, WA 98201 | | |
| Phone: | (425) 262-2406 | | |
| Email: | Neil.hopkins@snoco.org | | |
| **County Subject Matter Expert ("SCSME")** | | | |
| Name: | Joseph Bollman, Network Administrator | | |
| Address: | District Court 3000 Rockefeller Ave Everett, WA 98201 | | |
| Phone: | (425) 262-2786 | | |
| Email: | Joseph.bollman@snoco.org | | |
| **County Subject Matter Expert ("SCSME")** | | | |
| Name: | Jennifer Crossen, Probation & Community Programs Manager | | |

| Address: | District Court<br>3000 Rockefeller Ave<br>Everett, WA 98201 | | |
|---|---|---|---|
| Phone: | (360) 805-6781 | | |
| Email: | Jennifer.crossen@snoco.org | | |
| **County Subject Matter Expert ("SCSME")** | | | |
| Name: | Matt Crisler, Digital Experience<br>& Innovation Division Manager | | |
| Address: | Information Technology<br>3000 Rockefeller Ave<br>Everett, WA 98201 | | |
| Phone: | (425) 388-3162] | | |
| Email: | Matt.crisler@snoco.org | | |

**Escalation Path**

Snohomish County:

Kathryn Koehler, Court Administrator, 425-388-3895, Kathryn.koehler@snoco.org

CDI (Cities Digital, Inc.):

Patrick Welsch, President, 206-866-0233, Patrick@citiesdigital.com

## 11. SECURITY REQUIREMENTS

The County does not offer unlimited Contractor access to servers housed in the County Data Center. The County shall create a Contractor access account, as needed. Server access shall be coordinated against internal change control request and access is facilitated via Citrix. No other Contractor access application use is supported by the County.

The Contractor shall instruct its employees, agents, and subcontractors that they shall comply with the County's security, access, and safety requirements for the protection of the County's facilities and employees while on the County's premises.

**CJIS**.  Contractor shall comply with the Criminal Justice Information Services (CJIS) Security Policy of the U.S. Federal Bureau of Investigation (FBI) and sign CJIS security agreements, including allowing or performing any required employee background checks according to the CJIS policy, and completing online CJIS training and certification. Contractor shall ensure that all staff working with the County are CJIS certified.

## 12. DATA RIGHTS

**Ownership.** County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County.  This Section shall survive the termination of this Agreement.

**Contractor Use of County Data.**  Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect,

process, store, generate, and display County Data only to the extent necessary in providing the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than County without County's prior written consent. This Section shall survive the termination of this Agreement.

## 13. SAML 2.0 COMPLIANCE

The Contractor shall ensure compliance with SAML 2.0 for end user authentication during the term of this Agreement. County shall provide Contractor with minimum of 30 days advance notice of a token-signing certificate expiration and shall provide Contractor with the new certificate no less than 48 hours prior to the scheduled change. The Contractor shall be solely responsible for ensuring the County users are provided uninterrupted access to the Software by managing the Software's certificate renewal during annual updates. Coordination of certificate updates shall be between the following points of contact that may be updated from time to time by notification to the other party in writing.

Contractor Contact for Certificate Coordination:

Mike Richardson, Director of Support
855-714-2800 x117
Mike@citiesdigital.com

County Contact for Certificate Coordination

Todd Ryden
425.388.3867
ADFS-support@co.snohomish.wa.us (preferred)

## 14. SITES AND LOCATIONS

The Work Product shall be conducted both remotely and at the County facilities located below:

Snohomish County
3000 Rockefeller Ave
Everett, WA 98201

Everett Division
3000 Rockefeller Ave
Everett, WA 98201

Cascade Division

415 E Burke Ave
Arlington, WA 98223

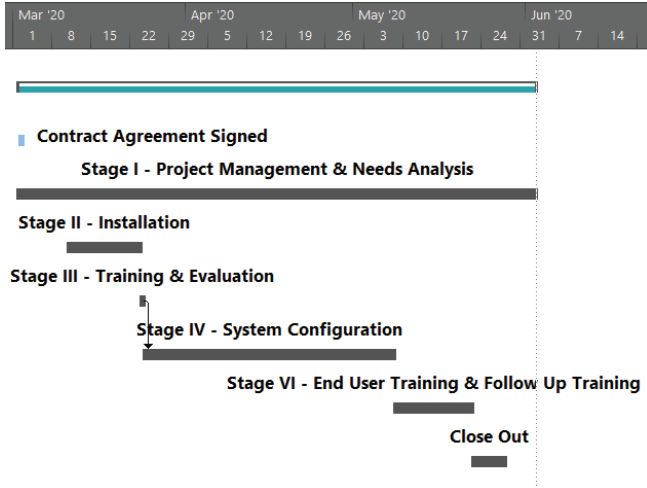Evergreen Division
14414 179th Ave SE
Monroe, WA 98272

South Division
20520 68th Ave W
Lynnwood, WA 98036

15. **<u>ATTACHMENT(S)</u>**

- Attachment 1 – Project Implementation Timeline
- Attachment 2 – Laserfiche End User License Agreement or ("EULA")

**Attachment 1 (tasks/dates will be updated during planning and design)**

PROJECT IMPLEMENTATION TIMELINE



| Task Name | Hours Estimate | Duration | Start | Finish | Resource Names |
|---|---|---|---|---|---|
| **Implement Laserfiche Solution** | **132** | **67 days** | **Mon 3/2/20** | **Tue 6/2/20** | |
| **Contract Agreement Signed** | **0** | **1 day** | **Mon 3/2/20** | **Mon 3/2/20** | **Client PM** |
| **Stage I - Project Management & Needs Analysis** | **26** | **67 days** | **Mon 3/2/20** | **Tue 6/2/20** | |
| **Project Management** | **26** | **67 days** | **Mon 3/2/20** | **Tue 6/2/20** | |
| **Conduct Project Kickoff Meeting** | **2** | **1 day** | **Mon 3/2/20** | **Mon 3/2/20** | **CDI PM,Client PM,Client Stakeholders,Client IT** |
| **Draft Project Plan** | **4** | **3 days** | **Tue 3/3/20** | **Thu 3/5/20** | **CDI PM** |
| **Approve Project Plan** | **0** | **3 days** | **Fri 3/6/20** | **Tue 3/10/20** | **Client PM** |
| **Conduct Ongoing PM Tasks** | **20** | **60 days** | **Wed 3/11/20** | **Tue 6/2/20** | **CDI PM** |
| **Stage II - Installation** | **0** | **9 days** | **Wed 3/11/20** | **Mon 3/23/20** | |
| **Install Laserfiche** | **0** | **8 days** | **Wed 3/11/20** | **Fri 3/20/20** | **CDI Installer,Client IT** |
| **Plan Installation** | **0** | **7 days** | **Wed 3/11/20** | **Thu 3/19/20** | **CDI Installer,Client IT** |
| **Conduct Support Installation Meeting** | **0** | **1 day** | **Wed 3/11/20** | **Wed 3/11/20** | **CDI Installer,Client IT** |
| **Prepare System Architecture** | **0** | **5 days** | **Thu 3/12/20** | **Wed 3/18/20** | **Client IT** |

| | | | | | |
|---|---|---|---|---|---|
| Download Software | 0 | 1 day | Thu 3/19/20 | Thu 3/19/20 | Client IT |
| Conduct Installations | 0 | 2 days | Fri 3/20/20 | Mon 3/23/20 | CDI Installer,Client IT |
| Install & Test Server Components | 0 | 1 day | Fri 3/20/20 | Fri 3/20/20 | CDI Installer,Client IT |
| Install & Test Workstations | 0 | 1 day | Mon 3/23/20 | Mon 3/23/20 | Client IT |
| Stage III - Training & Evaluation | 7 | 0.5 days | Tue 3/24/20 | Tue 3/24/20 | |
| Project Team Training | 4 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | |
| Session 1: System Administrator | 4 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| Administration Console Training | 1.5 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| LF Security Training | 1 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| Audit Trail Training | 0.5 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| LF Resource | 1 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| Session 2: Model Administrator | 3 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| Workflow Designer Training | 1.5 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| Forms | 1.5 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI Trainer,Client Implementation Team |
| Stage IV - System Configuration | 89 | 33 days | Tue 3/24/20 | Fri 5/8/20 | |
| Records Management Setup, includes templates, folders, security for 5 departments | 45 | 8.25 days | Tue 3/24/20 | Fri 4/3/20 | |
| Design | 5 | 0.25 days | Tue 3/24/20 | Tue 3/24/20 | CDI BPC,Client PM,Client Implementation Team |
| Development | 20 | 5 days | Tue 3/24/20 | Tue 3/31/20 | CDI BPC |
| Testing | 10 | 2 days | Tue 3/31/20 | Thu 4/2/20 | CDI BPC,Client PM,Client Stakeholders |
| Deployment includes End User Training | 10 | 1 day | Thu 4/2/20 | Fri 4/3/20 | CDI BPC,Client PM,Client Stakeholders |
| Workflow Process including DocuSign Setup | 9 | 8.25 days | Fri 4/3/20 | Wed 4/15/20 | |
| Design | 2 | 0.25 days | Fri 4/3/20 | Fri 4/3/20 | CDI BPC,Client PM,Client Stakeholders |
| Development | 4 | 5 days | Mon 4/6/20 | Fri 4/10/20 | CDI BPC |
| Testing | 2 | 2 days | Mon 4/13/20 | Tue 4/14/20 | CDI BPC,Client PM,Client Stakeholders |

| Task | Predecessor | Duration | Start | Finish | Resources |
|---|---|---|---|---|---|
| Deployment includes End User Training | 1 | 1 day | Wed 4/15/20 | Wed 4/15/20 | CDI BPC,Client PM,Client Stakeholders |
| Public Web and Forms Portals | 16 | 8.25 days | Thu 4/16/20 | Tue 4/28/20 | |
| Design | 2 | 0.25 days | Thu 4/16/20 | Thu 4/16/20 | CDI BPC,Client PM,Client Stakeholders |
| Development | 8 | 5 days | Thu 4/16/20 | Thu 4/23/20 | CDI BPC |
| Testing | 4 | 2 days | Thu 4/23/20 | Mon 4/27/20 | CDI BPC,Client PM,Client Stakeholders |
| Deployment includes Administrator Training | 2 | 1 day | Mon 4/27/20 | Tue 4/28/20 | CDI BPC,Client PM,Client Stakeholders |
| Laserfiche Integration: Cayenta/Harris | 4 | 8.25 days | Tue 4/28/20 | Fri 5/8/20 | |
| Design | 1 | 0.25 days | Tue 4/28/20 | Tue 4/28/20 | CDI BPC,Client PM,Client Stakeholders |
| Development | 1 | 5 days | Tue 4/28/20 | Tue 5/5/20 | CDI BPC |
| Testing | 1 | 2 days | Tue 5/5/20 | Thu 5/7/20 | CDI BPC,Client PM,Client Stakeholders |
| Deployment includes Train-the-Trainer demonstration | 1 | 1 day | Thu 5/7/20 | Fri 5/8/20 | CDI BPC,Client PM,Client Stakeholders |
| Laserfiche Integration: CityWorks | 15 | 8.25 days | Tue 4/28/20 | Fri 5/8/20 | |
| Design | 2 | 0.25 days | Tue 4/28/20 | Tue 4/28/20 | CDI BPC,Client PM,Client Stakeholders |
| Development | 10 | 5 days | Tue 4/28/20 | Tue 5/5/20 | CDI BPC |
| Testing | 2 | 2 days | Tue 5/5/20 | Thu 5/7/20 | CDI BPC,Client PM,Client Stakeholders |
| Deployment Deployment includes Train-the-Trainer demonstration | 1 | 1 day | Thu 5/7/20 | Fri 5/8/20 | CDI BPC,Client PM,Client Stakeholders |
| Stage VI - End User Training & Follow Up Training | 10 | 10 days | Fri 5/8/20 | Fri 5/22/20 | |
| Training Sessions Laserfiche Client Administrator Training Workflow Design Training E-Forms Design Training Records Management API Classes /Design | 10 | 10 days | Fri 5/8/20 | Fri 5/22/20 | CDI Trainer,Client Implementation Team,Client Stakeholders |
| Close Out | 0 | 4 days | Fri 5/22/20 | Thu 5/28/20 | |
| Distribute Project Close Out Form | 0 | 1 day | Fri 5/22/20 | Mon 5/25/20 | CDI PM |
| Sign & Return Project Close Out Form | 0 | 3 days | Mon 5/25/20 | Thu 5/28/20 | Client PM |

LASERFICHE END USER LICENSE AGREEMENT

This Laserfiche End User License Agreement ("**EULA**") is between you and Compulink Management Center, Inc. dba Laserfiche or its affiliates ("**Laserfiche,**" "**Licensor**," "**we**", "**our**," and "**us**") and governs your use of the accompanying Laserfiche software, which includes updates or upgrades, if any, provided by us for such software (collectively, "**Laserfiche Software**" or "**Software**"), and associated Documentation (as defined below) (the Software and Documentation together, the "**Laserfiche Product**"). "**You**" and "**your**" and "**Licensee**" means the individual, company or other legal entity licensing the Laserfiche Product under this EULA.

# 1. Acceptance of Terms. THIS IS A LEGAL AGREEMENT THAT APPLIES TO ALL LASERFICHE PRODUCTS LICENSED ON AN ON-PREMISES BASIS. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 18.8. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR UTILIZING THE LASERFICHE SOFTWARE ("USE"), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THIS EULA.

**IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR DO NOT HAVE THE NECESSARY AUTHORITY, DO NOT USE THE LASERFICHE PRODUCT. PROMPTLY RETURN THE LASERFICHE PRODUCT TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.**

## 2. License

2.1 **Grant of License. For good and valuable consideration, Licensor grants you a limited,** non-exclusive, non-transferable license to Use such Software, solely in executable code, in accordance with the Documentation, and Use a reasonable number of copies of the Documentation, in each case subject to the terms and conditions of this EULA and the License Requisition (the "**License**"). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD.

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- "Documentation" **means getting started guides, user guides, product help, product**

  sheets, quick reference guides, articles, white papers, and other technical and operations manuals and specifications published by Laserfiche for the Software.

- "Order" **means an order, purchase order, or similar document that is submitted to us by you or a Laserfiche authorized reseller or distributor on your behalf, which specifies the particular Software products and components that you intend to license, and which shall not bind us unless (a) such document incorporates the terms and conditions of this EULA and (b) is accepted by us. Acceptance of any Order by us for licensing Software is made only on the express condition that the terms and conditions of this EULA shall govern. Our failure to object to provisions contained in any Order or communication from you will not be deemed a waiver of any provision herein. Any additional or different terms proposed by you in any Order or communication shall be deemed material, are objected to, and are hereby rejected unless specifically accepted in a signed writing by an authorized representative of Laserfiche. For the avoidance of doubt, your agreement, if any, with Laserfiche's authorized reseller or distributor, shall not constitute an Order.**

2.2 <u>License Scope</u>. Laserfiche Software may include, without limitation: (a) "**Server Software**" that provides document management services to other programs; (b) "**Client Software**" that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) "**Stand-alone Software**" that operates on a single computer; (d) "**Demonstration Software**" that is provided only for demonstration, testing and feedback purposes; (e) "**Distributed Computing Cluster Software**" that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) "**Plug-in Software Modules**" that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for "**application service provider**" purposes will also apply to you. Your Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, you agree to the restrictions set forth in Section 5 below.

3. **<u>Evaluation License</u>**. If the Laserfiche Software is furnished to you for evaluation purposes or other limited, temporary use as authorized by us ("**Evaluation Product**"), your Use of the Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing ("**Evaluation Period**"), and (b) by your employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a

   production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any warranty provided in Section 12.1) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Your receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to you for any use of the Evaluation Product. You authorize Laserfiche and its affiliates and sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas you provide to us in connection with your use of the Evaluation Product. In addition to the restrictions set

   forth in Section 5, you shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.

4. Ownership. **We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.**

5. License Restrictions. **Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "Multiplex" the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.**

6. Usage Limitations. **Your Use of the Software is subject to the usage limitations described at https://www.laserfiche.com/eula/usage6.6.2018 and set forth in the License Requisition (each, a "Usage Limitation").**

7. Subscription Software

   7.1 Subscription License. A subscription license to on-premises Laserfiche Software allows you to

   Use such Software on a subscription basis (a "**Subscription**", and such license, a "**Subscription License**"). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the "**Subscription Software**") for the term of the Subscription set forth in your License Requisition

   until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.

   7.2 **Renewal of Subscription Term. Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of**

the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.

7.3 **Modification of Fees upon Renewal. We may modify the Subscription fee by notifying you at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.**

7.4 **Consequences of Non-Payment. If you fail to make full payment of the Subscription fee and any outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. You must make full payment of the Subscription fee before the Subscription Software will resume functioning.**

7.5 **Updates and Support. The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan ("**LSAP**") during the term of the Subscription.**

8. Third Party Open Source Software. **Certain items of independent, third-party code may be included in the Laserfiche Software that are subject to open source licenses ("**Open Source Software**"). Such Open Source Software is licensed under the terms of the license that** accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions**. "Laserfiche Confidential Information"** means: (a) the Laserfiche Software and Documentation; (b) Laserfiche's source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche's business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is

designated by Laserfiche as "confidential" or "proprietary" or with a similar legend; and (g) any

other information that given the nature of the information or circumstances surrounding its

disclosure by us to you, reasonably should be understood to be confidential. Laserfiche Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.

9.2 Additional Restrictions. You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing,

developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.

10. <u>Term and Termination</u>**. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in your License Requisition, unless terminated earlier in accordance with this EULA. You may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in your possession or control. This EULA will immediately terminate if you breach any of its terms or conditions, or if you fail to pay any portion of the applicable license or Subscription fees and you fail to cure that payment breach within 30 days of receipt of a written notice from us.  Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in your possession or control. You must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate your obligations under this EULA, nor will it**
(i) **release you from the obligation to pay any monies that you may owe Laserfiche; (ii) operate to discharge any liability that you incur before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration.  The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Acceptance of Terms), 4 (Ownership), 5 (License Restrictions), 8 (Third Party Software), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Application of Limitations and Disclaimers to Consumers), 15 (Basis of Bargain), 17 (Audit Rights), and 18 (Miscellaneous).**

11. <u>Indemnification</u>**. YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILTY FOR BACKING-UP YOUR DATA OR CONTENT OR THIRD-PARTY DATA OR CONTENT IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE (collectively, "**Your Data**") WHETHER OR NOT THE SOFTWARE INTERACTS WITH YOUR DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. You hereby agree to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "**Indemnified Party**"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Your Data, including any loss of Your Data for any reason whatsoever, (ii) your actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; (iii) your use of the Software including, without limitation, in violation of any applicable laws.**

12. <u>Limited Warranty; Exclusions; Disclaimer</u>

12.1 **Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU ("**Warranty Period**"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's**

option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will not extend the original Warranty Period.

12.2 **Exclusions**. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product;

(c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii)

improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

12.3 **Disclaimer**. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE

ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

# 13. LIMITATION OF LIABILITY

13.1 **EXCLUSION OF CERTAIN TYPES OF DAMAGES.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR

NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

**13.2**  **LIMITATIONS ON DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR** NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Application of Limitations and Disclaimers to Consumers. **Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer.  If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the**

extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.

15. Basis of Bargain**. The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and** you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche's Representatives.

16. Interoperability**. To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written requested after you pay Laserfiche's licensing fees. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.**

17. Audit Rights**. During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates', and each of your and your affiliates'**

**contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates' normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any underpayment of fees, and you will have 15 days from the date of such notice to make**
payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

**18.** Miscellaneous

18.1 **Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.**

18.2 **Entire Agreement and Order of Precedence. This EULA is the entire agreement between you and us regarding your use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the License Requisition and (2) this EULA.** Any agreement between you and Laserfiche's authorized reseller or distributor: (a) does not

modify the terms and conditions of this Agreement, the License Requisition, or any document comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.

18.3 **Modifications to the EULA. If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at www.laserfiche.com/eula/home. By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.**

18.4 **Limitation on Actions. Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.**

18.5 **U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are**

**a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.**

18.6 **Export Restrictions. You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user,** end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.

18.7 **Notices. Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or notices@laserfiche.com.**

18.8 Governing Law, Arbitration, Jurisdiction and Venue. If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche "**Licensor**," the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor

agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean

Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Canada

Licensor: **Laserfiche Strategic Services Canada Corporation**, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Mexico

Licensor: **Laserfiche Solutions Mexico, S. de R.L. De C.V.,** Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.


Country or Territory: Asia and Australia

Licensor: **Laserfiche International Limited**, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG

Governing Law: Hong Kong

Arbitration: The arbitration will be heard at the Hong Kong International Arbitration Centre in

accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.

Country or Territory: United Kingdom, European Union, and Eastern Europe

Licensor: **Laserfiche UK Services Ltd**, Unit 15B, Building 6, Croxley Green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM

Governing Law: Laws of England and Wales

Arbitration: The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

Country or Territory: All other countries or territories

Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA

Governing Law: State of California, United States of America

Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

18.9 **Legal Effect. This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.**

18.10 **Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.**

18.11 **Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to." You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent** qu'elles ont exigé que la présente convention soit rédigée en language anglaise seulement.

In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

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October 2018.

**Attachment A - Functional Specifications**

**Vendor Proposer's Name:**

For the following functional requirements, answer whether your software solution is capable, and for each answer provide information about how this requirement is fulfilled:

**Fully Capable:** Proposed solution fully meets the functional requirement
**Partially Capable:** Proposed solution does not fully meet the functional requirement. May require customization, another module, 3rd party software or other option that may have a cost or may have additional integration points.  If there is a cost
Describe any additional software requirements in the last column.  Add any additional costs to the Cost sheet.
**Not Capable:** Proposed solution is unable to meet the functional requirement.

**1. Metadata & Capture**

| Req ID | Requirement | Fully/Partially/Not Capable | How does the solution fulfill this requirement? |
|---|---|---|---|
| 1.1 | Ability to group documents based on metadata tags such as judge assigment. | Fully Capable | The solution allows for grouping based upon metadata choices (dropdown), auto-assigned metadata, folders and linking. |
| 1.2 | Search by metadata. | Fully Capable | The metadata options include searching by fields, dropdowns, dynamic fields, masked fields, required fields and more. A user may search by any metadata associated with the document. |
| 1.3 | Search results shall display metadata used in search. | Fully Capable | Yes, and the metadata is sortable in columns and exportable as well. |
| 1.4 | Metadata capture and retrieval | Fully Capable | Metadata can be captured in many methods including screenscrape from JIS, zonal extraction on paper or electronic documents or automated via Workflow. |
| 1.5 | Document import indexing based on OCR values. | Fully Capable | Yes, any data in the OCR can trigger metadata importation or auto-filing among other automated tasks. All OCR can be always automatically imported to the searchable index as well. |
| 1.6 | Ability to consolidate newly scanned pages into an existing document. | Fully Capable | Yes, the solution has a wildly popular feature for appending pages to existing casefiles while integrating with JIS. The system also allows you to combine documents or combine pages into a single file. |
| 1.7 | Ability to batch scan. | Fully Capable | Yes, the solution allows users to scan batches of files in a single pass then digitally with great ease break apart the batch into separate files (then auto index using JIS if desired). |
| 1.8 | Ability to export all data and related case documents. | Fully Capable | Yes, the system includes the feature to export an entire case at once or all cases. The data can also be shared with judges using JABS! |
| 1.9 | Drag and drop import of multiple files simultaneously. | Fully Capable | This feature exists. |
| 1.10 | Migration of documents and legacy content. | Fully Capable | The solution accepts legacy content from outside systems with ease and allows for migration out of the system as well. |
| 1.11 | Scan hardcopy documents single page Tiff Group-IV format. | Fully Capable | Stores in multi-page TG4, which is superior to singe-page, especially when exporting so you have a logical document to read instead of dozens of pages all in separate files. You can choose to scan in and export to single page tiff if you prefer, however. |
| 1.12 | Manage the capture and storage of existing electronic documents into, but not limited to, the following file formats: Microsoft Office file formats, PDF, HTML, and Tiff. | Fully Capable | The solution incldues the ability to store/manage all formats listed as well as photos, videos, sound, etc. |

**2. Workflow**

| Req ID | Requirement | Fully Capable / Partially Capable / Not Capable | How does the solution fulfill this requirement? |
|---|---|---|---|

| 2.1 | Log of all workflow actions | Fully Capable | The solution includes a log of all workflow activity and a user can search for recent activities as well as see a visiual diagram where a document may be in the workflow. |
|---|---|---|---|
| 2.2 | Ability to customize workflows. | Fully Capable | Yes, the system has a visual designer with dozens of pre-built workflow activities. The solution we propose also comes with many pre-built workflows for WA District Courts and JIS and Ocourt. |
| 2.3 | Notification (email) of workflow events. | Fully Capable | Yes, the system has an email notice feature. |
| 2.4 | Workflow support of a state diagram. | Fully Capable | Yes, the Workflow system provides a graphical user interface and a flowchart style of workflow designer. |

**3. Storage, Search, Retrieval & Distribution**

| Req ID | Requirement | Fully Capable / Partially Capable / Not Capable | How does the solution fulfill this requirement? |
|---|---|---|---|
| 4.1 | Create custom forms and templates. | Fully Capable | The system includes easily configurable templates, metadata forms, online forms and more. |
| 4.2 | Create custom repository paths and document paths. | Fully Capable | Yes, the system includes the ability to customize the document paths. |
| 4.3 | Automated quality assurance on scanned images. | Fully Capable | Yes, the system includes many document image enhancement features to ensure a quality image. |
| 4.4 | Search feature should allow for OCR searching | Fully Capable | Yes, OCR searching is included. |
| 4.5 | Create custom ad-hoc queries. | Fully Capable | Yes, a user may create their own custom searches, save and share them. |
| 4.6 | Filter on search results. | Fully Capable | Yes, existing search results may be further filtered. |
| 4.7 | Create custom views for viewing search results. | Fully Capable | Yes, a user may customize their views for viewing the search results. |
| 4.8 | Generate and export reports of data captured in search results. | Fully Capable | Yes, this feature exists and a user can customize what data is exported. The system may be enabled to export these reports automatically as a scheduled task as well. |
| 4.9 | Document repository - display revisions in search results. | Fully Capable | Yes, the document revision dates are shown in the search results. |
| 4.10 | Archive retrieval. | Fully Capable | The solution allows documents to be archived to separate volumes and retrieved separately. Documents may be archived offline and reloaded from media as well. |
| 4.11 | Ability to search using Boolean operators (e.g. AND, OR and NOT). | Fully Capable | Boolean search is in the solution as part of the search features. |
| 4.12 | Ability to search for phrases. | Fully Capable | Phrase searching is included in the search features. |

**5. Security and Data Validation**

| Req ID | Requirement | Fully Capable / Partially Capable / Not Capable | How does the solution fulfill this requirement? |
|---|---|---|---|
| 5.1 | Backup and recovery. | Fully Capable | The solution is easily backed up by pointing The County's backup at the SQL database and the secured file storage. |
| 5.2 | Accept electronic signatures. | Fully Capable | Yes, the system has electronic signatures in the core product but also offers integrations with Topaz signature pads and DocuSign, AdobeSign, HelloSign and others. |
| 5.3 | View history of actions performed on case file. | Fully Capable | The solution includes a detailed audit trail on all files and their histories. |
| 5.4 | Password security. | Fully Capable | The solution allows you to use Windows AD, ADFS, SAML and regular password security. The password security may be set to advanced password strength if needed. |
| 5.5 | Track versioning on documents. | Fully Capable | The solution includes document versioning and comparison. |
| 5.6 | Data Integrity. | Fully Capable | The solution ensures data integrity through the use of it's service layer that never alters or presents the original images, instead only copies them for presentation to the end user. This ensures data cannot be tampered with. The metadata is stored in MS SQL, an industry-standard database that has many data integrity tools as well. |
| 5.7 | Workgroup and role based security. | Fully Capable | Yes, the system has groups and users level for security as well as integration into Windows AD groups and users. |

| 5.8 | Provide audit log and access to system events, read/modify access to documents. | Fully Capable | Yes, this exists in the Audit Trail logs/reports. |
| 5.9 | Version control. | Fully Capable | The solution includes version control and document versioning and comparison. |

**6. Operational & Compatibility**

| Req ID | Requirement | Fully Capable / Partially Capable / Not Capable | How does the solution fulfill this requirement? |
|---|---|---|---|
| 6.1 | Ability to perform optical character recognition scanning on all documents. | Fully Capable | Yes and automatically. |
| 6.2 | Change control process capabilities. | Fully Capable | Yes, the solution has granular security access for change control and versioning and rollback for management. |
| 6.3 | Flexible scanning interface capabilities, including Kofax, TWAIN and ISIS. | Fully Capable | Yes, included. |
| 6.4 | Active Directory and Single Sign On. | Fully Capable | Yes, included. |

**7. Other**

| Req ID | Requirement | Fully Capable / Partially Capable / Not Capable | How does the solution fulfill this requirement? |
|---|---|---|---|

**EXHIBIT C: Software Support Policy, "LSAP" (Laserfiche Software Assurance Plan) or "Annual Maintenance"**

The initial purchase of a software system also requires purchasing maintenance for each component. Annual Maintenance is a software assurance program initiated by Cities Digital and required by the manufacturer to ensure that buyers are able to receive regular product updates and basic software support through their value-added reseller. Cities Digital has developed this policy with regard to services that are included with the purchase of Annual Maintenance in order to serve all buyers with access to hotfixes and expert technical support.

**Services included in base LSAP costs:**
- Cities Digital technical support hotline:
  - 855-714-2800
  - Support@CDI.support
  - https://www.cdi.support/support

- Software updates including hotfixes and new feature releases
- LogMeIn remote support (allows support technicians to access buyer's computer remotely)
- Customer portal access: Submit & track tickets, view contracts, access videos and documentation
- Annual consulting meeting & strategy session
- Annual software performance audit

**Description of Support Services**

| | |
|---|---|
| **Laserfiche Software Assurance Plan (LSAP)** | Fee is based upon software components that have been purchased. The support plan is renewable each year.<br><br>Seller support is provided as a part of the Laserfiche annual support fee. Technical support is considered assistance with software malfunctions (break/fix) or "bugs." Technical Support does include assisting buyer with how-to questions and assistance with configuration of the software. |
| **Response Time and Definition** | Responses provided within 24 hours of initial report. Most responses and technical troubleshooting will happen within an hour, if not immediately through chat / remote support. Responses consist of diagnosing the problem and if possible, resolving it immediately. If it is not possible to resolve immediately a time will be scheduled to attempt resolution of the problem at the buyer's convenience.<br><br>Seller provides a technical support hotline during weekday and non-holiday business hours 8:00 AM to 7:00 PM Central Time. The technical support staff processes assistance telephone calls, emails and remote connections as they arrive. The Support Director assesses difficulty of tasks and assigns cases to the tiered support staff. This process is in place to provide support to our customers based on the impact on their on-going operations.<br><br>Non-emergency calls for support are typically responded to within one hours (or less). Critical calls (delay in work or loss of data due to system issues) may be responded to immediately. Support calls may be escalated internally to other technicians as needed. |
| **Options for Coverage During Non-Standard Business Hours or "After Hours Support"** | Appointments may be scheduled with the Director of Support at support@citiesdigital.com.<br><br>After hours support requires a two-week prior notification, unless case of emergency. Upgrades, development, training & other services conducted after hours will be subject to billable rates and availability. Billable rates for buyers with current Laserfiche Software Assurance Plans are $250/hr before 8:00am and after 7:00pm Central Time and weekends. |
| **Cities Digital Closed on Six Federal Holidays** | Cities Digital will be closed New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. |
| **Capability for Remote Diagnostics** | A web-based tool for remote diagnostics and support called LogMeIn is utilized. With specific prior written authorization from Buyer an unattended access tool is available for use. |

| | |
|---|---|
| **Update Installation Limitations (does not apply to Laserfiche Cloud)** | Product updates are installed, in-place on the same server where Laserfiche is already installed. The installation service is free of charge for clients with standard Annual Maintenance. Limitations on the installation services are as follows: <br> 1. Installations in new environments or new servers requires planning and project management services outside the scope of free installations. <br> 2. New environments are defined as new domains, installing into a new cloud environment such as Azure or AWS. <br> 3. Installations must be scheduled in advance using the scheduling request form online. Installations are not available same-day. Installations during off-hours, weekends or holidays are subject to off-hours support charges. <br> 4. Testing of all workflows, forms, business processes, quick fields sessions and integrations are the responsibility of the client. Advanced implementations or mission critical systems may require project management and consulting services for advanced user acceptance testing (UAT). <br> 5. Client is responsible for installing Windows operating systems, MS SQL, configuring domain users and network security. <br> 6. CDI limits the number of free server installations to one production and one test environment. The client may install additional test environments, development environments, etc. |
| **Maintenance Cost for Fixes, Major Releases and Platform Changes** | Maintenance that is done over the phone or remote access is included in annual maintenance agreement at no additional cost. Software upgrade packages are available to Buyer at support.laserfiche.com or by request from Support@CitiesDigital.com. <br><br> Major and infrequent upgrades referred to as "platform changes" may be subject to a fee. The fee is set by the manufacturer when the platform is released. |
| **Support Escalation Procedures** | 1. Problem is reported, a support case is opened and documented. The case is resolved over the phone or remotely. <br> 2. If immediate resolution is not possible, problem is reported to second tier support. <br> 3. If there is no existing solution, Cities Digital development will write a script, solution or "work around" to fix the problem. Cities Digital will then implement the solution. <br><br> Cities Digital creates technical support cases on behalf of the Buyer with the manufacturer upon diagnosis of the problem if the problem cannot be immediately resolved by Cities Digital. |
| **Tracking Database** | All support cases are tracked in a ticketing system. The tracking software assigns incident numbers, and the buyer may call and request the status on any support case at any time during work hours or by visiting the client portal. |
| **Third-Party IT Contractors** | Buyers that utilize a third-party IT contractor for management of servers and networking should expect their IT contractor to assign remote access to Cities Digital for installation and configuration. Should unattended access not be permissible third-party IT consultants may need to be present during installation or configuration. Additional configuration pertaining to Buyer's network IP addresses, network security and access may be necessary from time-to-time. Charges from third-party IT consultants may be assigned. Cities Digital is not responsible for such charges. It is the policy of Cities Digital to copy Buyer on all communication between third-party IT contractors unless explicitly instructed not to. |
| **Service Level Credits** | In the event that the vendor does not meet the Support Services as specified in the table above, or in the event the Laserfiche server service will not launch for a period of 24 hours, County may request a credit of $125.00 per incident, per day. |

# Snohomish County Vendor MFA Questionnaire

## This message applies to all third-party vendors, contractors and consultants that access the Snohomish County network.

Third parties pose security risks that exceed those of other users. Third parties, for example, may not benefit from security awareness training, background checks, remote office controls, and policy restrictions. Therefore, remote access privileges for vendors require special review and a high degree of trust with the vendor.

## What is happening?

Snohomish County is mandating MFA (Multi-Factor Authentication) for all remote connections to the Snohomish County network by employees, vendors, contractors and consultants.  Two-factor authentication is satisfied using the vendor's assigned username, password and 2FA code.

## Why is this happening?

To protect Snohomish County information from unauthorized access, use, and disclosure by providing secure remote access using MFA.  All vendors are required to use MFA when using the county remote access systems.  Snohomish County relies on the services of vendors and other third parties to support many important applications and systems.

## When is this happening?

The first phase requires all vendors to have unique usernames.  The second phase includes a MFA requirement for all logins to the county systems.  Snohomish County will contact all vendors when the MFA solution has been implemented.

## What do I need to do?

Complete the Vendor Support Information Form and send it to tim.wise@snoco.org and Snohomish County will create the MFA account that you will use for remote access.

## Questions:

If you have any questions, Contact Tim Wise tim.wise@snoco.org or 425-388-3314

| Vendor Support Information Form | |
|---|---|
| Date: | Click or tap here to enter text. |
| Vendor Company Name: | Click or tap here to enter text. |
| Application or Business Use: | Click or tap here to enter text. |
| Support Name (First, Middle, Last): | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Business Phone#: | Click or tap here to enter text. |
| Preferred Phone# for 2nd factor: | Click or tap here to enter text. |
| Business Email Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Manager/Supervisor Name: | Click or tap here to enter text. |
| Title: | Click or tap here to enter text. |
| Business Phone#: | Click or tap here to enter text. |
| Business Email Address: | Click or tap here to enter text. |
| | Click or tap here to enter text. |
| Does your company offer annual cybersecurity awareness training? | Click or tap here to enter text. |
| Does your company do background checks on new hires? | Click or tap here to enter text. |
| Do you use MFA at work? | Click or tap here to enter text. |
| Do you use a company computer or your personal computer for work? | Click or tap here to enter text. |

The vendor is responsible to notify Snohomish County to remove or disable a support user's account. The vendor will contact Snohomish County when any new accounts or changes to existing accounts need to be made.

A periodic review of all remote access users will be conducted to validate continued need for remote access. All unnecessary or unused remote access privileges will be terminated.

**Tim Wise** / *Information Security Officer*
Snohomish County Department of Information Technology
3000 Rockefeller Ave., M/S 709 | Everett, WA 98201
425-388-3314 | tim.wise@snoco.org

# Confidentiality Agreement for Access to the Judicial Information System (JIS), the Probation Case Management (PCM), and the Drug Court Case Management (DCCM) Applications

Cities Digital, Inc. (CDI) has entered into a Software License and Services Agreement with Snohomish County (the "Agreement") for the provision of services, to which this Confidentiality Agreement is a part thereof as an attachment.

In order to perform services under the Agreement, CDI and its employees require access to the Judicial Information System (JIS) application, the Probation Case Management (PCM) application, the Drug Court Case Management (DCCM) application, JIS Printing, paper and electronic court and probation files, and other documents, applications, or databases with confidential court and probation data and information for the Snohomish County District Court. The JIS, PCM, DCCM, and paper court and probation files, contain both public and confidential information from court and probation cases and other automated databases. As part of CDI's provision of services under the Agreement, it must ensure that its employees and contractors providing services under the Agreement sign this Confidentiality Agreement.

By signing this statement, I affirm my understanding of my responsibilities to maintain confidentiality and agree to the following:

1. I understand that the court case and probation files and automated databases in JIS, PCM, and DCCS contain confidential, as well as public, information.

2. I understand that I may access, read, or handle confidential information to the extent required in, and for the purpose of, performing services under the Agreement.

3. I agree not to divulge, publish, or otherwise make known to unauthorized persons or to the public any confidential information obtained from court case and probation files and automated databases in JIS, PCM and DCCS. I understand that:

   a. I may divulge confidential information to judicial officers, authorized court employees, and authorized employees or subcontractors performing services under the Agreement.
   b. I may divulge confidential information to others only if specifically authorized to do so by statute, court rule, judicial policy, or court order.
   c. Maintaining confidentiality includes not discussing confidential information outside of the scope of services I am providing.
   d. After I leave employment with CDI, I may not divulge confidential information obtained during the course of performing services under the

Authorization to Access Confidential Information - 1

Agreement.

4. I agree to consult with my supervisor on any questions I may have concerning whether particular information may be disclosed.

5. I understand that a breach of confidentiality may be grounds for legal action or termination of the Agreement.

6. I agree to notify my supervisor immediately should I become aware of an actual breach of confidentiality or a situation which could potentially result in a breach, whether this be on my part or on the part of another person. If my work is such that I do not have a supervisor, I will notify the Presiding Judge or the Court Administrator of Snohomish County District Court.

_____      _____
Signature     Date

_____      _____
Print Name     Job Title

_____
Name of Employer

## Authorization to Access Confidential Information

_____ is authorized to access the above-described Judicial Information System (JIS) application, the Probation Case Management (PCM) application, the Drug Court Case Management (DCCM) application, JIS Printing, paper and electronic court and probation files, and other documents, applications, or databases with confidential court and probation data and information for the Snohomish County District Court.

_____      _____
Court Administrator or Presiding Judge     Date
Snohomish County District Court

_____
Print Name

# Using Windows Performance Monitor with Laserfiche

*White Paper*

April 2018

**Laserfiche**®

## Table of Contents

# Getting Started with Windows Performance Monitor

Performance Monitor is a Microsoft Windows utility that includes counters for monitoring different aspects of system performance. You can use these counters to measure the performance of various system features, across both hardware and software, and create performance logs. Performance logs reveal patterns of usage over days, weeks, or months, and help you locate and diagnose bottlenecks that may slow your system down.

In Performance Monitor, a counter is simply a chart of a single aspect of a specific system over time. This paper will focus on using various groups of counters—including Windows-, Laserfiche-, and SQL Server-specific counters—each of which can be further categorized based on performance object.

Windows-specific counters can be used to monitor performance objects related to various hardware and operating system features. For example, the **%Processor Time** counter is a Windows-specific counter that looks at the percentage of the processor in use and graphs it over time.

Laserfiche-specific counters are used to trace performance objects specific to your Laserfiche system, such as your Laserfiche Server, repositories, and more. The **Read-only sessions** counter is an example of a Laserfiche-specific counter: it tracks the number of read-only Laserfiche licenses connected to the Laserfiche Server and graphs that number over time.

# Hardware Monitoring

One of the best ways to ensure that your system doesn't become overloaded is to monitor your hardware on a regular basis. Keeping regular performance logs will help you identify trends and establish a baseline for system use. Performance Monitor is an excellent tool for identifying hardware bottlenecks and determining where upgrades would be most useful.

You can run Performance Monitor as often as you choose; however, depending on your server load, you may need to run it more or less often to adequately monitor its performance. For a heavily used server, we recommend roughly once a week. For less trafficked servers, once a month or once a quarter is sufficient.

Performance Monitor logs are most useful when they include several days of data, which helps to ensure that the data accurately reflects normal use patterns and minimizes the impact of anomalous days on your data. These system load logs can serve as both troubleshooting tools and evidence to justify requests for hardware upgrades or additional servers.

When creating Performance Monitor logs, it is important to consider the interval at which you want to collect data. Generally, this decision is best informed by what purpose the log will serve. For example, if you are running Performance Monitor to gather baseline values for your system, sampling data at one minute intervals is sufficient. If you are logging information for a stress test, however, you should use a 3-5 second interval to collect more granular data.

For more information about how to create performance logs and set intervals for data sampling, see Creating Data Collector Sets.

# Windows-Specific Counters

The tables below list some of the most useful and relevant Windows-specific counters, including descriptions of what each counter tracks and recommended threshold levels to measure your system's performance against.

| Counter | Avg. (or Current) Disk Queue Length |
|---|---|
| **Performance Object** | **Physical Disk** |
| **What it Tracks** | The average (or current) number of both read and write requests waiting to be processed by the selected disk during the sample interval. |
| **Recommended Threshold Levels** | Ideally, **less than 2 times** the number of spindles making up the physical disk. |

| Counter | %Disk Read Time / %Disk Write Time |
|---|---|
| **Performance Object** | **Physical Disk** |
| **What it Tracks** | The percentage of elapsed time that the selected disk was busy servicing read/write requests |
| **Recommended Threshold Levels** | For best performance, the Read and Write percentages **should not exceed 60% combined for more than 10 minutes at a time**.<br><br>**Note:** Depending on what actions you are performing, the recommended 60% threshold may not apply. For example, if you perform a large scale batch import, you would expect (and want) the Disk Write levels to be as close to 100% as possible, while the Disk Read levels remained low. For large scale exports, the inverse would be true.<br><br>**Note:** You can also measure the combined Disk Read/Write percentages using the **%Disk Time** counter. Similarly, this counter alone should not exceed 60% for more than 10 minutes at a time. |

| Counter | %Processor Time |
|---|---|
| **Performance Object** | **Processor** |
| **What it Tracks** | The percentage of elapsed time that the processor spends executing a non-idle thread. It is calculated by measuring the time that the idle thread is active in the sample interval, and subtracting that time from the interval duration.<br><br>**Note:** Each processor has an idle thread that consumes cycles when no other threads are ready to run.<br><br>This counter is the primary indicator of processor activity and displays the average percentage of busy time observed during the sample interval. It is calculated by monitoring the time that the service is inactive, and subtracting that value from 100%. |
| **Recommended Threshold Levels** | For best performance, this counter **should not exceed 80% for more than 10 minutes at a time.** |

| Counter | Pages/sec |
|---|---|
| **Performance Object** | **Memory** |
| **What it Tracks** | The rate at which pages are read from or written to disk. This counter is a primary indicator of the type of faults that can cause system-wide delays. |
| **Recommended Threshold Levels** | Take note of **sustained activity (10 pages/sec or higher) on the order of minutes**. A high count here requires further evaluation; however, it can sometimes indicate that you need more memory. |

| Counter | Page Reads/sec |
|---|---|
| **Performance Object** | Memory |
| **What it Tracks** | The rate at which pages are read from disk.<br><br>**Note:** This counter shows read operations without regard to the number of pages retrieved in each operation. |
| **Recommended Threshold Levels** | When you evaluate **Page Reads/sec** values, it is important to consider them in the context of both **Page Writes/sec** and **Pages/sec** values. This will provide insight into what type of paging your system is performing, as well as indicate if the system is experiencing virtual memory problems, such as thrashing, that can cause frequent faults. |

| Counter | Page Writes/sec |
|---|---|
| **Performance Object** | Memory |
| **What it Tracks** | The rate at which pages are written to disk to free up space in the physical memory.<br><br>**Note:** This counter shows write operations without regard to the number of pages written in each operation. |
| **Recommended Threshold Levels** | When you evaluate **Page Writes/sec** values, it is important to consider them in the context of both **Page Reads/sec** and **Pages/sec** values. This will provide insight into what type of paging your system is performing, as well as indicate if the system is experiencing virtual memory problems, such as thrashing, that can cause frequent faults. |

| Counter | Available Bytes |
| --- | --- |
| **Performance Object** | **Memory** |
| **What it Tracks** | The amount of physical memory (in bytes) immediately available for system use or allocation to a process. |
| **Recommended Threshold Levels** | Avoid values **less than 4-10 MBs.** |

| Counter | Processor Queue Length |
| --- | --- |
| **Performance Object** | **System** |
| **What it Tracks** | The number of threads in the processor queue. Unlike the disk counters, this counter only shows ready threads, not threads that are running. |
| | **Note:** There is a single queue for processor time even for computers with multiple processors. If your computer has multiple processors, divide this value by the number of processors servicing the workload to measure against the recommended threshold. |
| **Recommended Threshold Levels** | For best performance, this value **should not exceed 1-2 threads per processor for more than 10 minutes at a time**. |

# Laserfiche Monitoring

Laserfiche also provides Laserfiche-specific counters you can use to look at various aspects of your Laserfiche system. For instance, you might want to compare the number of read-write versus read-only licenses in use at different times to decide if you need to acquire additional licenses. You could also monitor your repositories to see how many documents or pages are being created per second to determine which repositories are the most heavily used.

## Laserfiche-Specific Counters

Laserfiche uses six performance objects—four associated with Laserfiche Server and two associated with Laserfiche Full-Text Search. The objects associated with Laserfiche Server are prefixed with **LFS:**, and those associated with Laserfiche Full-Text Search start with **LFFTS**. The tables below highlight some of the counters associated with each performance object and what they track.

## Laserfiche Server Licenses (LFS:Licenses in list of objects)

| Counter | What it Tracks |
| --- | --- |
| **Retrieval Licenses** | The number of retrieval licenses currently in use on the server |
| **Full Licenses** | The number of full-featured licenses currently in use on the server |
| **Read-Only Sessions** | The number of read-only sessions connected to the server |
| **Read/Write Sessions** | The number of full read-write sessions connected to the server |
| **Mounted Repositories** | The number of mounted (and available) repositories |
| **Named User Licenses** | The number of named user licenses currently in use |
| **License-free Sessions** | The number of sessions connected that were started by special users who do not take up a license, such as **FTSUSER$**, **WFUSER$**, and **FORMSUSER$** |
| **Server-level Sessions** | The number of server-level (rather than repository-level) sessions currently connected. |
| **Public Portal Licenses** | The number of public portal licenses currently in use |

## Laserfiche Server Keyed Integration Licenses (LFS:KeyedLicenses in list of objects)

Keyed integration licenses are also known as "developer key licenses" or "application pool licenses", and are called "KeyedConcurrentLicenses" in the actual license file. Each key is associated with a pool of licenses that can be consumed by a third party application in order for it to run concurrent Laserfiche sessions.

| Counter | What it Tracks |
|---------|----------------|
| Retrieval Licenses | The number of keyed integration licenses with read-only permissions currently in use on the server |
| Full Licenses | The number of full-featured keyed integration licenses currently in use on the server |

## Laserfiche Repository (LFS:Repository in list of objects)

When you select a Laserfiche Repository counter, you can also select an instance. Each repository that you have created has its own instance; **<All instances>** is a sum of all of these instances.

| Counter | What it Tracks |
|---------|----------------|
| Read-Only Sessions | The number of read-only sessions logged in to the repository |
| Read/Write Sessions | The number of full read-write sessions logged in to the repository |
| Pages Created/sec | The number of pages created per second for the repository |
| Documents Created/sec | The number of documents created per second for the repository |
| Entries Created/sec | The number of entries created per second for the repository |
| Database Connections | The number of database connections for the repository |

## Laserfiche Server Network (LFS:Network in list of objects)

| Counter | What it Tracks |
|---|---|
| HTTP Requests/sec | The number of HTTP requests made per second to Laserfiche Server |
| Notification Sends/sec | The number of notifications sent by Laserfiche Server per second |
| Notification Subscriptions | The number of subscriptions made to receive notifications from Laserfiche Server |

## Laserfiche Full-Text Search (LFFTS) Server

| Counter | What it Tracks |
|---|---|
| Concurrent searches | The number of concurrent searches on the search engine |
| Documents indexed per second | The number of documents indexed per second on the search engine |
| Pages indexed per second | The number of pages indexed per second on the search engine |
| Words indexed per second | The number of words indexed per second on the search engine |

## Laserfiche Full-Text Search (LFFTS) Catalog

When you select an LFFTS Catalog counter, you can also select an instance. Each repository (and its search catalog) that you have created has its own instance; **<All instances>** is a sum of all of these instances.

| Counter | What it Tracks |
|---|---|
| **Concurrent searches** | The number of searches in progress |
| **Documents in the catalog** | The number of documents in the LFFTS catalog |
| **Documents indexed per second** | The number of documents indexed per second |
| **Pages indexed per second** | The number of pages indexed per second |
| **Terms in the catalog** | The number of terms in the LFFTS catalog |
| **Time since last indexed** | The time (in seconds) that has elapsed since the catalog was last indexed |
| **Time since last searched** | The time (in seconds) that has elapsed since the catalog was last searched |
| **Words indexed per second** | The number of words indexed per second |

# Monitoring Laserfiche Workflow

Laserfiche Workflow is slightly different from the rest of the Laserfiche system in that it uses the **Windows Workflow Foundation** performance object, which comes with its own set of counters that can be used to track its performance, as well as the performance of Laserfiche Workflow. You can view these counters as a sum across all **WorkflowRuntime** instances, or for each instance of **WorkflowRuntime**. Some of these statistics, such as those pertaining to the number of running, terminated, and completed workflow instances, can also be viewed in the Workflow Administration Console's Monitoring node.

Some of the most useful performance counters for Laserfiche Workflow, however, are obtained from Windows Messaging Queue, which must be installed manually before you install the Workflow Server and the Workflow

Subscriber. For information on installing the Windows Messaging Queue component with Workflow, see the [Laserfiche Workflow help files](#).

The tables below list some of the most useful counters provided by the Windows Messaging Queue performance objects (MSMQ Service and MSMQ Queue), including descriptions of what each counter tracks and recommended threshold levels to measure your system's performance against.

## Windows Messaging Queue

| Counter | MSMQ Incoming Messages |
|---|---|
| Performance Object | MSMQ Service |
| What it Tracks | The total number of incoming messages placed in queues on the selected computer by the Message Queuing service.<br><br>This counter will give you an idea of the load placed on your Workflow server. |
| Recommended Threshold Levels | Watch for a **spiking number of incoming messages**, which may signal a runaway workflow.<br><br>**Note:** The **Incoming Messages/sec**, which tracks the rate at which incoming messages are placed in queues, can be used in the same manner. |

| Counter | Messages in Queue |
| --- | --- |
| Performance Object | MSMQ Queue |
| What it Tracks | The total number of messages that currently reside in the selected queue.<br><br>This counter will give you an idea of how fast messages in a particular queue are being cleared out.<br><br>**Note:** To track Workflow-related messages, select the appropriate Workflow queue from the instance column. |
| Recommended Threshold Levels | Watch for an **increasing number of messages** in the queue, which suggests Workflow is falling behind and may signal:<br><br>• A runaway workflow, or<br>• A need for more efficient starting rules |

# SQL Server Monitoring

You can also use Performance Monitor to look at specific aspects of your database management system, including SQL Server. With regard to the Laserfiche system, SQL Server (in this case, Microsoft SQL Server) is responsible for communicating with the Laserfiche Server and performing certain tasks that it generates.

Given its central role, SQL Server issues—such as improper maintenance or design—are often directly related to some of the most common Laserfiche performance issues, especially in the case of large-scale installations.

One of the best ways to prevent the kinds of issues that can lead to performance degradation is to consistently track SQL Server using the various counters provided by Windows Performance Monitor. In this section, we will provide an overview of some of the most useful and relevant SQL Server-specific counters.

For more information about monitoring SQL Server activity, including additional performance objects and counters not discussed here, see the Microsoft Developer Network article Using SQL Server Objects.

## SQL Server-Specific Counters

The tables below list some of the most vital SQL Server-specific counters, including descriptions of what each counter tracks and recommended threshold levels to measure your system's performance against.

| Counter | Batch Requests/sec |
|---|---|
| Performance Object | MSSQL$LASERFICHE:SQL Statistics |
| What it Tracks | The rate at which SQL batch requests are received by the server. |
| Recommended Threshold Levels | Ideally, this figure should be **no less than 75% of your rated network speed**. |

| Counter | Buffer Cache Hit Ratio |
|---|---|
| Performance Object | MSSQL$LASERFICHE:Buffer Manager |
| What it Tracks | The percentage of pages that the SQL server is able to find in the buffer pool without reading from disk. |
| Recommended Threshold Levels | For best performance, this figure should be **over 95%** most of the time. |

| Counter | Page Life Expectancy |
|---|---|
| Performance Object | MSSQL$LASERFICHE:Buffer Manager |
| What it Tracks | The expected amount of time (in seconds) that a page remains in the buffer cache before being pushed out of memory to make room for another page. |
| Recommended Threshold Levels | There is no recommended threshold to cover all situations, but you can estimate the impact of Page Life Expectancy on performance as follows. The lower this counter is, the more frequently data is being read from disk. For example, if your Page Life Expectancy is 300 seconds (5 minutes), that means that the server's entire memory is being flushed and re-read every five minutes. The larger your server's memory is, the more crippling it is to have to flush the memory every five minutes. |

| Counter | Full Scans/sec |
| --- | --- |
| Performance Object | MSSQL$LASERFICHE:Access Methods |
| What it Tracks | The rate at which unrestricted full scans are being performed.<br><br>**Note:** These scans can either be base table or full index scans. |
| Recommended Threshold Levels | Given that most queries generated by the Laserfiche Server are covered by indexes, this counter generally **should not exceed half of all queries on the Laserfiche database instance**. |

| Counter | Index Searches/sec |
| --- | --- |
| Performance Object | MSSQL$LASERFICHE:Access Methods |
| What it Tracks | The rate at which index searches are being performed.<br><br>**Note:** Index searches are used to start range scans, single index record fetches, and reposition within an index. |
| Recommended Threshold Levels | Ideally, the value of this counter **should be a higher proportion of all searches than Full Scans/sec**.<br><br>**Note:** This counter can be useful in determining what type of work the SQL server is performing when it is overloaded. For example, if the **Index Searches/sec** values are high while **Disk Queue Length** value for the database disk are also high, it indicates that your indexes may be fragmented and need to be rebuilt more often. |

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| Counter | Transactions/sec |
| --- | --- |
| Performance Object | MSSQL$LASERFICHE:Databases |
| What it Tracks | The rate at which transactions are started for the database. |
| Recommended Threshold Levels | In general, there is not a "recommended" level; however, this counter is important as a general metric for how much work SQL Server is performing. |

| Counter | Active Transactions |
| --- | --- |
| Performance Object | MSSQL$LASERFICHE:Databases |
| What it Tracks | The number of active update transactions for the database. |
| Recommended Threshold Levels | No recommended threshold; this counter is most useful for providing context for values from other SQL Server-specific counters. |

| Counter | Average Wait Time (ms) |
| --- | --- |
| Performance Object | MSSQL$LASERFICHE:Locks |
| What it Tracks | The average wait time (in milliseconds) for each lock request that resulted in a wait. |
| Recommended Threshold Levels | No recommended threshold; this counter is most useful for providing context for values from other SQL Server-specific counters. Ideally, the wait time should be close to zero. |

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| Counter | Average Latch Wait Time (ms) |
| --- | --- |
| Performance Object | MSSQL$LASERFICHE:Latches |
| What it Tracks | The average wait time (in milliseconds) for each latch request that resulted in a wait. |
| Recommended Threshold Levels | No recommended threshold; this counter is most useful for providing context for values from other SQL Server-specific counters. |

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# Setting Up Performance Monitor

Before you can start using Performance Monitor to track your system's performance, you must configure it to include the various counters you want to use. Below you will find steps for adding counters and creating new performance logs.

To open Performance Monitor and start configuring, use the Windows search bar to search for **Performance**.

## Adding Counters

Performance Monitor may already have default counters measuring various aspects such as processor load (**%Processor Time**). Depending on your specific performance monitoring goals, you may need to add additional counters.

**To add a counter:**

1. Click the plus sign icon (highlighted below) in the toolbar.
2. In the **Add Counters** dialog box, select the desired counters.
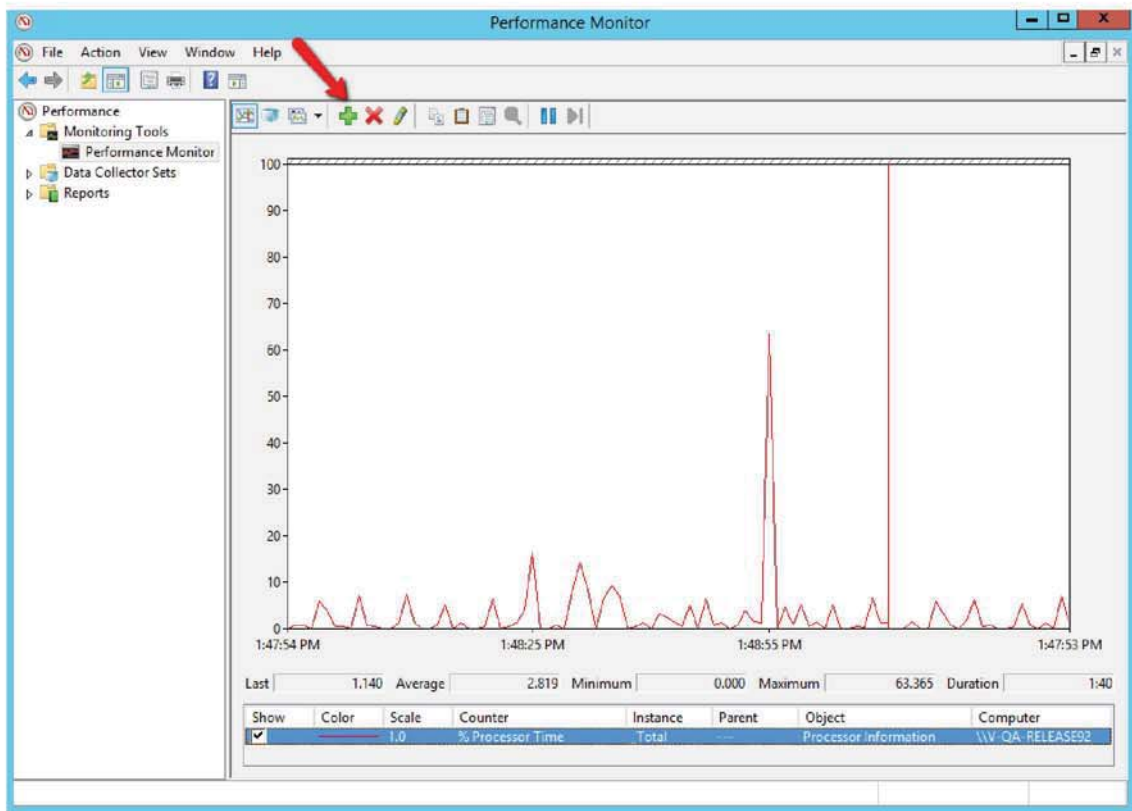
3.  Select a counter from the list. To select more than one counter at a time, hold the CRTL key while selecting your counters. To select all available counters in a particular category, click the category name.

    > **Tip:** Click the **Show description** check box to view a description of what each counter monitors.

4.  **Optional:** Select an instance for the counter.

    > **Note:** Instances are used for counters that could apply to multiple items. For example, if you select a counter from the Laserfiche Repositories performance object, the list of instances will include all the repositories available on the current computer.

    a.  To monitor one instance, select that instance.

    b.  To monitor more than one instance using a separate counter for each instance, press the CTRL key and select multiple instances.

    c.  To monitor all instances at once using a single counter, select **<All instances>**.

5.  Click **Add>>**.

6.  Repeat steps 3-5 as necessary until you have added all the counters you want.

    > **Tip:** Don't add too many counters; otherwise, they will be difficult to tell apart.
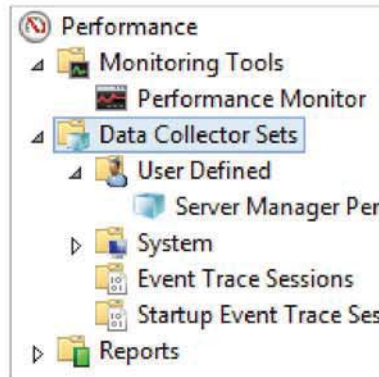
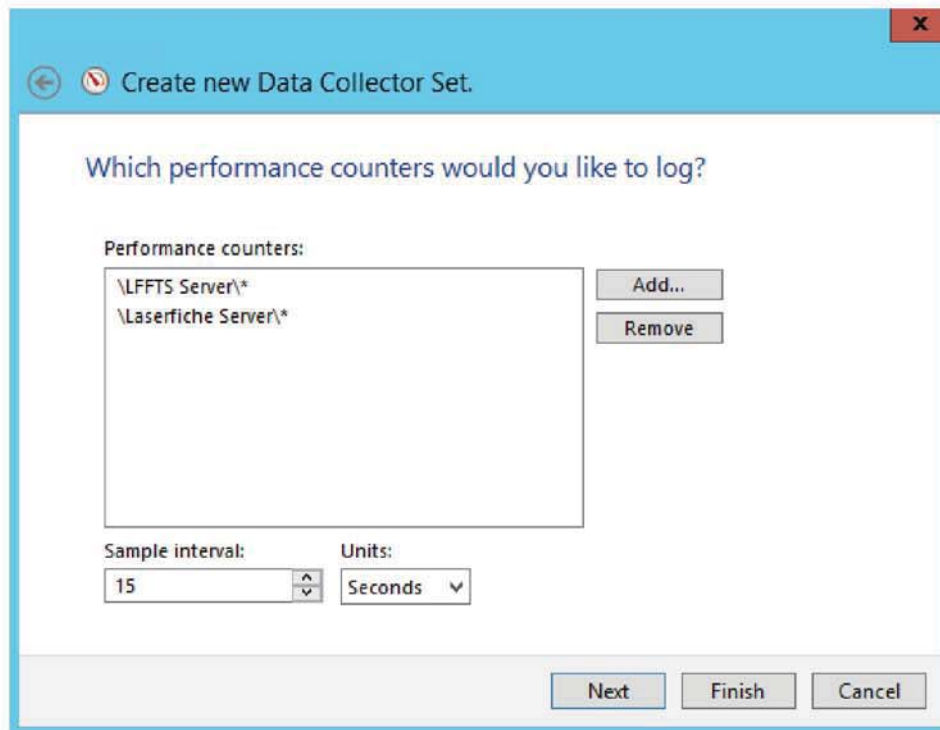7.  Click **OK**.

# Creating Data Collector Sets

Data Collector Sets in Performance Monitor allow you to collect and record performance data from your computer based on a range of performance objects, counters, and object instances. The information contained in your logs can help you establish usage patterns and diagnose bottlenecks that may be affecting your system.

**To create a new data collector set:**

1. Expand **Data Collector Sets** in the left-hand pane.



2. Right-click on **User Defined** and select **New Data Collector Set**.

3. Specify a name for the new data collector set and select the **Create manually (Advanced)** option.

4. On the next step, select the **Create data logs** option with the **Performance counter** check box.

5. On the **Which performance counters would you like to log** step, click **Add** and the same steps as above for adding counters.

6. Set the interval at which you want data to be sampled using the **Sample Interval** and **Units** options.

7. Click **Finish**.

By default, Windows does not start collecting data immediately for a new data collector set. You can choose to start and stop collecting data for a specific data collector set.

> **Note:** You can also configure additional log settings, such as comments and schedules for gathering data, using the tabs in the Properties dialog box for a data collector set. For more information about configuring these options, see the Microsoft Windows documentation.

**Laserfiche**

Using Windows Performance Monitor with Laserfiche
April 2018

Authors: Leif Hancox-Li

Description:
This paper provides an overview of how to use Windows Performance Monitor to track various aspects of your system's performance, including hardware and Laserfiche installations. We will also provide information about an array of performance counters, what they track, and how they can help you locate and diagnose system bottlenecks.

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