

MEMO

From: Robert J. Church, Director, UPC
To: Jurisdictions Interested in Leasing Licenses for eProsecutor
Date: July 22, 2020
Re: eProsecutor Information

Under the terms of its original grant application for funding to lease and host the case management program, eProsecutor, from Journal Technologies, UPC leased 150 licenses. All 150 licenses have been allocated to jurisdictions that joined the UPC contract. Additional jurisdictions are able to lease eProsecutor licenses directly from Journal Technologies by joining UPC's contract. Please understand the version of eProsecutor you will receive is the same version developed by UPC's oversight committee. You will not be able to tailor the program to your jurisdiction's specific needs. If your jurisdiction wants its own customizable program, your jurisdiction would enter into a separate contract with Journal Technologies.

JTI, Ron Weight, our project manager, and the oversight committee continue to work on, develop and improve eProsecutor. While your jurisdiction will lease the product developed for UPC, it is not a static program. Ron and the oversight committee will welcome your suggestions on how to improve the program as you begin to use it.

If you are interested in leasing a license for eProsecutor under UPC's contract, you need to know the following information.

- I. Per User License Price Per Year
 - A. Journal Technologies
 1. At least \$1,600 per year. Journal has reserved the right to increase fees yearly so be aware of that when conducting your evaluation.
 2. License pricing is based on the total number of users under the contract. As the number of users increases, the price decreases. This is evaluated once per year on the annual billing date and includes all jurisdictions that have joined the contract.
 3. The license includes the use of a web-based portal for distributing and tracking Discovery material and provides access for law enforcement agencies to file prosecution requests to your jurisdiction.
 4. The license will include the ability to eFile with the State Courts from within eProsecutor. This function is in the final stages of development.
 5. The annual pricing will be determined at the time you join the UPC contract with Journal Technologies.
 - B. UPC
 1. \$206 maintenance fee.
 2. As part of its contract with Journal Technologies, Ron Weight is the sole designated point of contact with Journal Technologies. Any technical questions that need to be addressed with Journal Technologies must go

through Ron. He also provides support and service for eProsecutor to all users.

II. Data Storage

- A. All data, including CJIS data, is stored in AWS Govcloud, an Amazon Web Service. The data is stored using Amazon Elastic Block Store (EBS) storage, a system used to store persistent data. Because of the extremely sensitive nature of the data, the most secure type of EBS storage is required and used.
- B. JTI backs up data frequently, then stores backup data for two weeks, creating multiple redundancies for stored data.

III. Data Storage Fees

- A. UPC's contract provides for 1TB of data storage. We are currently using 300 GB of storage space. Once we reach storage capacity, UPC will lease additional TBs of storage. Per agreement with Journal Technologies, UPC is able to lease additional TBs of storage for \$5,000 per additional TB per year. This additional storage cost will be borne by all users.
- B. Storage utilization is reportable by jurisdiction. This gives the oversight committee an accurate report of how much data each jurisdiction is storing.
- C. The oversight committee will decide how to apportion future data storage costs among users.
- D. It is likely UPC will pay additional storage costs upfront then bill each jurisdiction as determined by the oversight committee.

IV. Billing and Renewal Dates

- A. The annual billing date for licenses and hosting is February 1 of each year.
- B. Jurisdictions who join the UPC contract will pay a pro-rated license amount from your go-live date through the remainder of the billing year.
- C. Jurisdictions will receive an annual bill prior to the February 1 due date and will be responsible for paying their own licensing and hosting fees.
- D. Data storage fees may be included in an annual licensing bill or may be billed separately by UPC. That decision has not yet been determined by the oversight committee.

V. Joinder to Professional Services Agreement

- A. This is an agreement that joins your jurisdiction to the UPC contract with Journal Technologies and must be signed. A copy is attached for your review.
- B. Jurisdictions currently using eProsecutor also signed the Professional Services Agreement.

VI. 2020 Memorandum of Agreement (MOA)

- A. Jurisdictions must sign the 2020 MOA with UPC.
 - 1. This 2020 MOA is amended from its original format - the one signed by jurisdictions who were allocated the original 150 licenses.
 - 2. It has been amended to reflect the current circumstances.

- B. The agreement sets forth the terms under which your jurisdiction is able to lease license and hosting services under UPC's contract with Journal Technologies. A copy of the contract is available for review upon request.
- VII. To join the UPC Contract with Journal Technologies
- A. Sign the Joinder to the Professional Services Agreement.
 - B. Sign the Amended Memorandum of Agreement.
 - C. Send those documents to Ron Weight at rweight@agutah.gov.
 - D. Ron will coordinate with our Regional Support Manager from Journal Technologies to return a signed Joinder to UPC and to your Jurisdiction.
 - E. Ron Weight will discuss training and go-live schedules.
- VIII. Future Grant Funding
- A. CCJJ has informed UPC there are no grant funds available under the NICS Act Record Improvement Program (NARIP), the original grant, for FY21. The soonest UPC can apply for grant funding under the NARIP grant will be early in 2021. If awarded, grant funding would be available in the late summer or early fall of 2021 (FY22).
 - B. Any future grant funding will be used to assist jurisdictions, pay future annual licensing and hosting fees and purchase additional storage. Grant funding will not be used to reimburse your jurisdiction for any licensing, hosting and storage fees already paid.
 - C. UPC is exploring other grant options.

If you have any additional questions, please contact Bob Church at rjchurch@agutah.gov or Ron Weight at rweight@agutah.gov.



2020 MEMORANDUM OF AGREEMENT

Utah Prosecution Council
eProsecutor Case Management Project

THE PURPOSE OF THIS 2020 MEMORANDUM OF AGREEMENT IS TO ESTABLISH THE TERMS AND CONDITIONS THE AGENCY MUST COMPLY WITH AND BE AWARE OF BY JOINING THE UPC CONTRACT WITH JOURNAL TECHNOLOGIES, INC. FOR THE LESAE OF EPROSECUTOR.

County/City: _____

County/City Attorney: _____

THIS 2020 MEMORANDUM OF AGREEMENT (hereinafter referred to as the "2020 Agreement") is made by and between:

- a. The Utah Prosecution Council of the State of Utah (hereinafter referred to as "UPC"), an agency created within the Office of the Attorney General, U.C.A. 67-5a-1; and
- b. The County/City of _____, Utah, (hereinafter referred to as the "Agency");

As used in this 2020 Agreement, "Agency" means the county or city who desires or has become a party to the Contract by executing and entering into a joinder agreement to the Contract with UPC and Journal Technologies, Inc. (hereinafter referred to as "JTI").

As used in this 2020 Agreement, "Contract" means the Software License, Maintenance and Support Agreement, and other related documents, entered into by UPC and JTI for the lease of User licenses to the case management system known as eProsecutor, along with related maintenance and support services, on the terms and conditions set forth in the Contract.

As used in this 2020 Agreement, "goes live" means the date when eProsecutor is being used in an operational capacity with operational data in the Agency's production environment. That date is mutually determined between JTI and the Agency.

As used in this 2020 Agreement, “User” means those individuals authorized to use eProsecutor under the terms of the Contract.

1. Scope of Project:

- (a) UPC has contracted with JTI for the lease of their cloud-based case management system known as eProsecutor. Those Agencies who choose to join this Contract will be required to enter into a separate Joinder Agreement with JTI. A signed copy of the Contract is available for review upon request. The Joinder Agreement is attached hereto as Exhibit 1. Once all agreements have been signed, the Agency will receive licenses for eProsecutor. Deployment of eProsecutor will be determined by UPC’s “application administrator” and the oversight committee.
- (b) The Director of IT services for UPC is the “application administrator.” The application administrator’s role includes communicating with JTI staff for support, troubleshooting problems, coordinating maintenance tasks, deploying eProsecutor, training Users in the use of eProsecutor and providing technical support to Users. While each Agency may have their own application administrator, it is only UPC’s application administrator that may work directly with JTI.
- (c) A case management oversight committee has been created and is composed of the following individuals:
 - (1) Two elected county attorneys;
 - (2) Two city prosecutors;
 - (3) Two administrative assistants;
 - (4) One IT personnel.
- (d) The oversight committee’s responsibilities will include, but not be limited to:
 - (1) Working with JTI project managers to develop a Utah-centric eProsecutor program to be used in County and City Attorney offices;
 - (2) Making recommendations to JTI for continual product improvement;
 - (3) Making final decisions on the development and configuration of eProsecutor;

- (4) Determining the eProsecutor deployment schedule;
- (5) Responding to Agency requests for changes, modifications, etc. to eProsecutor;
- (6) Working directly with UPC's application administrator;
- (7) Determine data storage fees for each Agency;
- (8) Other tasks as assigned by the UPC.

2. Description of Services

- (a) JTI has contracted to undertake the following tasks and will provide the following:
 - (1) Provide usage of eProsecutor for five (5) years from the date each Agency goes live, provided annual fees are paid;
 - (2) JTI has provided licenses for 150 agency users and additional user licenses (10% of agency users) for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses.
 - (3) Agree to contract with Agencies wishing to lease eProsecutor user licenses under the terms of UPC's contract with JTI beyond the original 150 agency user licenses;
 - (4) Provide for the configuration of a centralized eProsecutor system, including e-filing interface with CORIS, except for the certification fees and future upgrades to the interface.
 - (5) Provide for implementation services of eProsecutor for each licensed user;
 - (6) Provide 1TB of cloud-based, secure, hosting of data.
 - (A) All data, including CJIS data, is stored in Amazon Web Services (AWS) Govcloud. The data is stored using Amazon Elastic Block Store (EBS) storage, a system used to store persistent data. Because of the extremely sensitive nature of the data, the most secure type of EBS storage is required and used.

- (B) JTI backs up data frequently, then stores backup data for two weeks, creating multiple redundancies for stored data.
 - (7) Provide additional TBs of storage, as needed, beyond the original 1TB contracted amount at the rate of \$5,000 per year per TB of storage.
3. Period of 2020 Agreement: This 2020 Agreement shall be effective as of the date signed below and shall continue in effect for a period of five (5) years after the Agency “goes live” and annual license fees have been paid, unless earlier terminated under provisions of this 2020 Agreement or the Contract.
- (a) Each Agency shall have the right to terminate this 2020 Agreement and the Contract for Convenience as stated in paragraph 7.4 of the Contract.
 - (b) Agencies choosing to terminate this 2020 Agreement and the Contract shall give UPC thirty (30) days advance written notice of such intent.
4. Acknowledgements.
- (a) This “2020 Memorandum of Agreement” will be entered into between UPC and agencies wishing to lease eProsecutor license(s) from JTI under the terms of UPC’s contract with JTI.
 - (b) The parties acknowledge and agree that UPC received a sub-grant, and may receive future sub-grants, from the Utah Commission on Crime and Juvenile Justice (CCJJ) under the NICS Act Record Improvement Program (hereinafter referred to as “NARIP”). The Department of Justice (hereinafter referred to as “DOJ”), Office of Justice Programs (hereinafter referred to as “OJP”) and Bureau of Justice Statistics (hereinafter referred to as “BJS”) oversee this program. The purpose of receiving grant funds is for UPC to assist jurisdictions in leasing a case management system for the benefit of county and city attorney offices, pay data storage fees and pay for other ongoing costs.
 - (c) The NARIP implements the grant provisions of the NICS Improvement Amendments Act of 2007 (Pub. L. 110-180 (18 U.S.C. §922 note)) enacted on January 8, 2008. This program furthers the Department’s mission by improving the records available to NICS, which is accomplished by helping eligible states and tribes improve completeness, automation, and transmittal of records to state and federal systems.
 - (d) The parties acknowledge that under the terms of UPC’s original contract with JTI, 150 agency user and additional user licenses (10% of agency users)

for unlimited use of eProsecutor Public Portal by the public, including attorneys, and (20% of agency users) for unlimited use by other governmental agencies, including those accessing eProsecutor via interfaces, for a total of 195 user licenses, were leased and paid for through grant funding.

- (1) All those licenses have been allocated.
 - (2) It will therefore be necessary for the Agency to enter into a separate agreement to lease individual eProsecutor licenses by joining UPC's contract with JTI.
- (e) There are no NARIP grant funds currently available during FY21 for the lease of eProsecutor licenses.
- (f) If grant funds become available for FY22 and beyond, it is UPC's intent to apply for any available grant funding to be used to pay future annual licensing and hosting fees, purchase additional data storage and pay for any ongoing costs. Grant funds will not be used to reimburse Agency for any licensing, hosting, storage fees or other costs previously paid.
- (g) During the 2020 legislative session, HB 288, Prosecutor Data Collections Amendments, was passed.
- (1) HB288 enacted U.C.A. 63M-7-213 which requires "prosecutorial agencies" to submit specifically identified data to CCJJ on a regular basis.
 - (2) If at some future point in time UPC receives additional grant funding from CCJJ that pays all or some of the Agency's eProsecutor license and hosting fees and the Agency fails to comply with the data reporting requirements of U.C.A. 63M-7-213, the Agency shall be required to reimburse CCJJ the amount of grant funding received. U.C.A. 63M-7-213(8)(a)
 - (3) eProsecutor has the capability to gather the required HB288 data into report form that can be submitted to CCJJ. This will require each Agency to enter the required data into eProsecutor to create the statutorily required report.

5. Price and Payments.

- (a) The fee per user per year for licensing and hosting eProsecutor will be at least \$1,600. The Software License, Maintenance and Support Agreement

states that as the total number of licensed users under the terms of UPC's contract increases, the lease fee per license decreases.

- (1) This is evaluated once per year on the annual billing date and includes all jurisdictions that have joined the contract.
 - (2) The Agency's per user annual pricing will be determined at the time it joins the UPC contract with JTI.
- (b) Annual License, Maintenance and Support Fees are subject to increase according to the terms of the Contract. The Agency will receive annual billing statements directly from JTI each year.
- (c) The annual billing date for licenses and hosting fees is February 1 of each year.
- (d) Jurisdictions who join the UPC contract will pay a pro-rated license amount from the go-live date through the remainder of the billing year.
- (e) UPC's contract provides for 1TB of data storage. Once storage capacity is reached, additional storage must be leased. Per the terms of UPC's Contract, additional TBs of storage may be leased at the rate of \$5,000 per year per additional TB of storage.
- (1) Storage utilization is reportable by Agency. This will allow the oversight committee to know how much data is being used by each Agency.
 - (2) Data storage fees will either be included in an annual licensing bill or will be billed separately by UPC.
- (f) UPC is required to designate an "application administrator" for managing eProsecutor on behalf of all Agencies that will be a party to the underlying contract. The Council has determined that it is appropriate to charge a fee for these services. The Council has set the maximum fee for the application administrator services as follows:
- (1) User fees per year of this 2020 Agreement shall be \$206.
 - (2) The Council reserves the right to determine the amount to be paid by each Agency. Any change to the annual user fee will be addressed at the Council meeting when they adopt their annual budget each year. If there is any change to the \$206 annual user fee, the Council will provide timely notice to each agency of that amount.

- (3) Agency agrees to remit payment within thirty (30) of receiving notice of payment.
- (g) Failure to timely remit any payment to JTI or UPC may result in access to eProsecutor being suspended until payment is received.
- (h) Each Agency may increase the number of its users at any time as outlined in the Contract upon written notice to JTI, followed promptly by payment.
- (i) Each Agency may decrease the number of its user at any time as outlined in the Contract.
- (j) UPC's application administrator will conduct training of all users. For Agencies that want additional training, they may enter into a separate agreement with JTI.

6. Dependencies and Assumptions

- (a) The installation of eProsecutor is based upon the following dependencies and assumptions:
 - (1) Availability of properly configured hardware, provided by the participating Agency, for implementation of the new software functionality, consisting of compatible firewall hardware configured with VPN connectivity capable of connecting to AWS GovCloud, a modern browser and a **fast** internet connection;
 - (2) Two-factor authentication. Two-factor authentication (2FA) is required for each user. 2FA is a security protocol that helps ensure that only authorized users are accessing criminal history data. 2FA is implemented through an authentication application that must be installed on a device capable of installing and running applications; i.e. Apple (iPhone, iPad, etc), Android devices. The device must have a camera that will be used to scan a QR code that sets up the connection between the authenticator application and eProsecutor. The device need not have ongoing cellular service but must be able to connect to a wifi connection for 2FA authentication.

7. Agency Responsibilities

- (a) Agency will appoint a project manager who will be the liaison between the Agency, UPC, and JTI during the term of this 2020 Agreement.
- (b) Project Manager will work with UPC's application administrator.

(c) Project Manager will be:

Name: _____

Agency Name: _____

Mailing address: _____

Phone Number: _____

E-mail: _____

(d) Provide properly configured hardware for implementation of eProsecutor. This does not mean or refer to a server, which is not required for usage of eProsecutor.

(e) If at any point the Agency receives grant funding through UPC from CCJJ to pay for any costs of eProsecutor, Agency agrees to comply with the reporting requirements of U.C.A. §63M-7-213. Agency acknowledges that failure to do so shall require Agency to return any grant funding received for the costs of eProsecutor to CCJJ.

8. By signing this 2020 Memorandum of Agreement, any previous agreement entered into between Agency and UPC is rendered null and void.

9. Authority.

By entering into this 2020 Agreement on behalf of the county/city named below, the person signing this 2020 Agreement warrants that he/she has the legal authority to enter into such agreements on behalf of the governing authority of said county/city.

The county/city named below is requesting _____ user licenses.

/////Signature page follows/////

COUNTY/CITY EXECUTION:

Signature

Date signed by County/City

County/City Address:

UPC EXECUTION:

Signature

Date signed by UPC

Robert J. Church
Director
Utah Prosecution Council
5272 College Dr., Suite 200
Murray, UT 84123-2727

FOR RECORD

Agency "Go-Live" date as determined by Agency and JTI: _____
(This date cannot be determined at the time of the signing of this 2020 Agreement.)