

# STATEMENT OF WORK TX083018FBC

## FORT BEND COUNTY, TEXAS

### HIPA PLUS HOSTING RENEWAL

Version 1.1

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## PROJECT SUMMARY

**Project:** Fort Bend County, Texas HIPA Plus hosting services for transactional replication of the production Aumentum Recorder server, hosting of AgendaQuick production and Public Access, and hosting of Aumentum Recorder Internet Public Access with eCommerce and eRecording submissions.

**Project Site:** Fort Bend County  
301 Jackson Street  
Richmond, Texas 77469

**County Contact:** Laura Richard, County Clerk  
(281) 341-8686

**Term of Renewal:** January 1, 2019 – December 31, 2021

**Scope:** This project is a renewal for the current hosting services for Aumentum Recorder and AgendaQuick including Public Access and eRecording.

**Technology:** Hardware -  
The County will provide all local production hardware and infrastructure. TRTA Gov will provide all data center replication and web server hardware and infrastructure.

Software -  
Any software deliverables from TRTA Gov are listed in this Statement of Work. Deliverables outside the current functionality of the standard Aumentum Recorder suite and/or as installed currently in the County's production environment may be subject to additional development and configuration, which may be accompanied by additional charges. Any changes or additions to these deliverables will need to adhere to TRTA Gov's change management process.

This Statement of Work outlines deliverables, assumptions, and a high-level scope of work mutually agreed upon by Manatron, Inc. - a Thomson Reuters Business ("Thomson Reuters Tax & Accounting, Government" or "TRTA Gov") and Fort Bend County, Texas (the "County").

## PROJECT OVERVIEW

This Statement of Work (SOW) defines the areas or scope of work for this project and identifies TRTA Gov and County project responsibilities. It also describes the project management processes for performing this work, the criteria for determining that the work is successfully completed, and the methods to be used to control scope, quality, and costs. Mitigation is defined for any significant project risks that have been identified.

## SOFTWARE

TRTA Gov will provide database-to-database replication of the data and images to the hosted data center. This will include replication of the current Aumentum Recorder suite of application software and the Microsoft SQL Server database. The County's Internet Aumentum Recorder Public Access with eCommerce module, AgendaQuick Internet Public Access and eRecording module will also be directly hosted from the data center and will include real-time communication to the local Aumentum Recorder at the county. The AgendaQuick production server is fully hosted at the TRTA data center.

Item	Description	Number of Users	Comments
Aumentum Recorder Application Software	No changes to current Aumentum Recorder functionality	N/A	Replicated to data center
AgendaQuick Application Software	No changes to current AgendaQuick functionality	N/A	Single virtual server fully hosted at data center
Cold Fusion	Required for AgendaQuick	N/A	License required for data center production system
Microsoft Office	Required for AgendaQuick	N/A	License required for data center production system
AgendaQuick Public Access	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder Public Access with eCommerce	Public Access for Internet-based researchers	Site license (unlimited users)	Hosted at data center
Aumentum Recorder eRecording	Receive electronic filing of land records documents	County-approved submitters	Hosted at data center
Microsoft SQL Server Database Software	Database software, including transactional and snapshot replication functionality	N/A	Data center license provided by TRTA Gov
SSL Certificate	128 SSL Certificate for eCommerce	N/A	SSL certificate provided by County

## RECOMMENDED HARDWARE

TRTA Gov will provide all data center server hardware, software and infrastructure required for replicating the County's Aumentum Recorder system, and hosting internet Public Access, AgendaQuick and eRecording. The County will be responsible for local production server hardware, software, infrastructure for Aumentum Recorder. The County will provide the network and bandwidth.

Item	Description	Quantity	Comments
Data center servers and infrastructure	Aumentum Recorder application/ database/image replication server and AgendaQuick server and production web servers for Internet Public Access and eRecording	1	TRTA Gov will provide
Local production server and infrastructure	Aumentum product server and back-up web server for Internet Public Access and eRecording	1	County will provide

## PROJECT IMPLEMENTATION

### PURPOSE STATEMENT

The purpose of this renewal is to provide full off-site transactional replication of the County's Aumentum Recorder , indexes, and images at TRTA Gov's data center located in the Time Warner facility in Indianapolis, Indiana. The data center will provide layered redundancy to the County's local production system and failover in the event of an interruption in access to the production system or a full disaster.

In addition to Aumentum Recorder replication, the data center will host the AgendaQuick production and Public Access server, and the Aumentum Internet Public Access and eRecording modules to manage internet researcher inquiries of County indexes and images stored in Aumentum Recorder and the receiving of eRecording submissions for transmission to the County production systems. This configuration will ensure high availability for these Internet-based functions within consistently managed response times, thus insulating the local production configuration and ensuring consistent access even in the event of a disaster at the County's site.

### ASSUMPTIONS AND CONSTRAINTS

- A 36-month commitment is required for service for TRTA Gov applications. If the County decides to terminate the service at any point prior to the end of the 36-month commitment, the County will be responsible for the fees for the TRTA Gov applications for the balance of the commitment.
- TRTA Gov will replicate the existing indexes, images, Aumentum Recorder software, and Microsoft SQL Server database to the remote data center configuration. The County's current Aumentum Recorder release level and configuration will not be changed.

- Public users will access AgendaQuick documents via the remote data center just like Aumentum public users. The County's current AgendaQuick release level and configuration will not be changed. The production and data center Cold Fusion Microsoft Office licenses will continue to be used. If the County chooses to upgrade to a newer version, an addendum to this SOW will be required, and the County will be charged an additional fee.
- Public Access for Aumentum Recorder will allow researchers to view documents using the HIPA Plus replication server. Requests to purchase Aumentum Recorder document copies will be redirected to the County/production server to complete the transaction. For eRecording, documents will be received from submitters in the hosted application and will be pushed to the production server for normal processing as batches are accessed by users. All database changes occur on the production server. Replication is from the production server to the hosted server. In the event of a disaster event impacting the County production server, the hosted replication server can be enabled to allow ecommerce Public Access purchases, eRecording processing, and any other standard County Clerk business transaction. When the production server is back online, TRTA Gov will coordinate through County IT to update the production server.
- The County will be provided with 2TB of data storage, which should be sufficient based on current estimates. If usage exceeds this estimate and additional storage has to be added, the County will be notified and asked to approve the cost of adding additional storage for the balance of the contract. Space will be monitored as needed to ensure there is no limitation in functionality.
- The term "real-time replication" can take a few minutes to complete as network/server traffic will affect the timing of the replication between sites.
- Data replication can be impacted by the telecommunication provided between the County and the data center.
- The County is responsible for providing broadband communication access and any necessary firewall from the production site to an Internet service provider in the case of a LAN-to-LAN VPN tunnel.
- TRTA Gov will provide the County with a one-time delivery of images and database stored in the hosted facility at no charge to the County. This will include both database and images for the TRTA Gov AgendaQuick applications. If the County requests that TRTA Gov Technical Services restore the delivered backup data and images on the local server, then a separate billable work order would be created based on the time and materials required to support the event.
- Data and images housed in the Aumentum Recorder system are of a non-proprietary nature. All data will be housed in a standard SQL database structure, and images will continue to be stored as Group 4 tiff. All data and images hosted in the data center are the property of the Fort Bend County Clerk.
- The County will be responsible for providing all Aumentum Recorder production system hardware, infrastructure and environmental space, power requirements, and access by TRTA Gov for installation testing to the data center and operation.
- The County will provide the SSL Certificate for use with eCommerce and eRecording.
- High-speed remote access to application and database server(s) must be provided to the TRTA Gov project team members at agreed upon times for set-up, configuration and testing. The date and times of the required access will be scheduled between TRTA Gov and the County in advance by the respective project managers.
- The County will be responsible for testing and reviewing the data on the remote server and providing approval for cut-over production.
- All documentation provided by TRTA Gov is provided "as-is."
- TRTA Gov recommends running 100mbs Ethernet connections to the desktop.

- Future technology refreshes for the County have not been included in the scope of this SOW. Technology refreshes include future peripheral hardware upgrades or replacement of equipment.

## DEFINITION OF SEVERITY LEVELS

TRTA Gov shall respond to any errors reported by the County based on the severity level assigned to such error. Severity levels and TRTA Gov's responses are detailed in the Records Management Master Agreement dated October 9, 2007 between the County and TRTA Gov.

## IMPLEMENTATION DELIVERABLES

### Hardware and Software Deliverables

Any hardware and software deliverables are listed at the beginning of this SOW.

### Remote Data Center Deliverables

Remote Data Center deliverables are described in "Attachment 2 - Managed Services Hosting Agreement" located at the end of this document.

All remote hardware and software and data center infrastructure are provided within the proposed HIPA Plus hosting services described in this SOW. The County will be provided with 2 TB of data storage which should be sufficient based on current estimates. TRTA Gov will be responsible for system set-up, configuration, and establishing communication with the County's network.

## COUNTY RESPONSIBILITIES

### Access

The County will provide a secure connection for remote access to facilitate TRTA Gov's support of the system. This can be accomplished via VPN connection for TRTA Gov personnel on a 7-day/24-hour basis during the installation or as otherwise arranged by both parties.

### LAN

The County shall provide a Local Area Network (LAN) with Internet Protocol (IP) switched 100Mb Ethernet with wiring to the Network Interface Card (NIC).

### Network Administration and Operating System Security

The County shall provide trained personnel to administer its network and manage its domain, including security access.

## PRICES

The following outlines the HIPA Plus hosting services proposed.

TRTA GOV HIPA PLUS HOSTING SERVICES	TOTAL PRICE
<p>HIPA Plus Hosting Services:</p> <ul style="list-style-type: none"> <li>• HIPA Plus transactional data replication of Aumentum Recorder production indexes and images to the Indianapolis data center</li> <li>• HIPA Plus Hosted Internet Public Access with eCommerce and eRecording</li> <li>• County to provide SSL certificate for eCommerce and eRecording</li> <li>• HIPA Plus hosted AgendaQuick production server and data and Public Access</li> <li>• 2TB of storage</li> </ul> <p>Includes all Aumentum Recorder and AgendaQuick server and web server data storage hardware located at the data center, Microsoft SQL Server database software, and all supporting infrastructure to ensure high availability.</p> <p>Recurring TRTA Gov applications monthly fee for 36 months (January 1, 2019 – December 31, 2021): \$3,632.00 per month, or \$43,584.00 per year</p>	<p>\$130,752.00</p>

## ATTACHMENT 1 – AGREEMENT TO STATEMENT OF WORK

### STATEMENT OF WORK AGREED AND ACCEPTED

We, the undersigned, accept this document as a stable work product to be used in the delivery of the services described herein. Any deviation from this Statement of Work is to be handled through TRTA Gov's change management process.

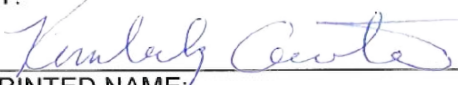
This Statement of Work will confirm all requests for services as outlined and at the price indicated. This SOW will be an addendum to the "Records Management Master Agreement" dated October 9, 2007 between the County and TRTA Gov. All the terms and conditions of that agreement will pertain.

### BILLING FOR HIPA PLUS

Monthly billing of \$3,632.00 for HIPA Plus will begin as of January 1, 2019

HIPA Plus hosting fees are \$3,632.00 per month for 36 months (January 1, 2019 – December 31, 2021)  
The total fee for the full 36 months is \$130,752.00.

### SIGNATURES

Fort Bend County 301 Jackson Street Richmond, TX 77469	TRTA Gov 510 East Milham Avenue Portage, Michigan 49002
BY:	BY: 
PRINTED NAME:	PRINTED NAME: Kimberly Carter
TITLE:	TITLE: V.P., Finance
DATE:	DATE: January 9, 2019

This agreement is not effective until executed by both parties.



## ATTACHMENT 2 – MANAGED SERVICES HOSTING AGREEMENT

An incident is defined as any time the system is inaccessible to the public. The County will own the telecommunication (VPN) line that provides the data to the data center and will be first-line support; however, there may be an issue that is out of TRTA Gov's control that will temporarily affect the database replication. TRTA Gov will initiate a support call, monitor progress, and monitor the telecommunication line. Database replication is not included in the credit percentage section of this SOW. The telecommunication within the data center that provides availability to the records/website once on the server is included in the credit percentages and is owned by the data center.

The SOW applies only when the County is agreeing to a term commitment of thirty-six (36) months for the TRTA Gov applications. If the County decides to terminate the service, the County will be responsible for data center charges through the TRTA Gov application's thirty-six-month commitment. TRTA Gov reserves the right to amend the SOW from time to time effective upon notice to County, provided that in the event of any amendment resulting in a material reduction of the service levels, the change request sets forth County's sole remedies for any claim relating to the services, including any failure to meet any guarantee set forth in the change request. The Data Center records and data shall be the basis for all change request calculations and determinations. Notwithstanding anything to the contrary, the maximum amount of credit in a month shall not exceed 10% of the monthly recurring fee.

Without limiting the foregoing, County agrees that neither it nor its employees, agents, contractors, or representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions, procedural controls, Acceptable Use Policy, Change Management, or other Data Center policies relating to the Data Center service offering. Any such actions may cause a disruption in service. Any disruption of services which results in the violation of these provisions shall be excluded from the infrastructure availability, and the County will have no right to any service credit or other remedy under a change request or otherwise with respect to such disruption. The County will pay TRTA Gov at the current published rates for reasonable remedial services resulting from the County's actions.

TRTA Gov will provide the County with written notice before performing scheduled maintenance and as much notice as possible when performing emergency change controls. The Data Center designs its services around an N+ 1-redundancy philosophy that is used to minimize outages during planned change controls. The Data Center will use commercially reasonable efforts to minimize the impact of any change control and, when possible, schedule the change control to eliminate or minimize impact to the County's service. However, the Data Center reserves the right to proceed with any change control if it is determined by the Data Center, in its sole discretion, that a change control is necessary to maintain the overall integrity of the services and/or the change control will not cause harm to the County.

### INFRASTRUCTURE AVAILABILITY

Infrastructure shall consist of the following components that are provided as part of the Data Center services:

- Co-location space reserved for use by the County in the Data Center, including quarter, half, or full cabinets and cage space;
- Power provided to County's co-location space; and
- Internet access provided to the County from the Data Center Internet Backbone.

In the event that TRTA Gov fails to meet its stated Infrastructure Availability in any given month during the service term, County shall be entitled to receive a credit (as the sole and exclusive remedy hereunder) by providing TRTA Gov with a written request for a service credit within sixty (60) days after receipt of an invoice for the period in which the Infrastructure was unavailable. The amount of the service credit shall be determined by the percentage in accordance with the table shown below; the credit percentage will be off the monthly recurring fee.

INCIDENT MANAGEMENT AVAILABILITY MATRIX

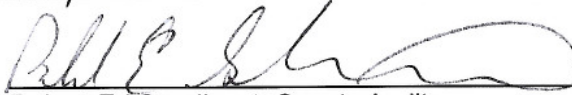
Infrastructure Availability Percentage	Credit Percentage
100%	0%
<99.99% > 99.5%	1%
<99.5% > 99.0%	2%
<99.0% > 98.5%	3.5%
<98.5% > 95.0%	5%
<95.0%	10%

**ATTEST:**

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Laura Richard, County Clerk

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 130,752.<sup>00</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor