

AMENDMENT 1 TO AGREEMENT # 17209
BETWEEN COUNTY OF LAKE AND JOURNAL TECHNOLOGIES, INC.

This amendment (“Amendment”) modifies the Professional Services Agreement to Implement an Integrated Case Management System in Lake County, Illinois (“Agreement”) between the County of Lake (“County”) and Journal Technologies, Inc. (“JTI”) dated May 15, 2019, and this Amendment shall become effective when both of the parties have signed it.

RECITALS

Whereas:

- i. The County and JTI entered into the Agreement on May 15, 2019.
- ii. JTI agreed to provide the County with an Integrated Case Management System (“ICMS”) as described and identified in Exhibit B-PS (“Statement of Work”) to the Agreement.
- iii. Pursuant to Exhibit A-PS (“Pricing Proposal”) to the Agreement, on page 8 of the Agreement, the County has elected, as of the date hereof, to have JTI host the staging environments to avoid further moving of the ICMS during implementation and upon go-live.

In light of the foregoing, the Parties now agree to amend the Agreement as follows:

1. Recitals; Definitions & References.

The recitals above are incorporated into this Amendment, as if set forth here. The “Contract Documents” and “Definitions” used in the Parties’ underlying Agreement apply to and are referenced in this Amendment.

2. Hosting of Staging Environments

- 2.1 JTI will host the staging environments.
- 2.2 Hosting of the staging environments is not to exceed a total cost of \$94,000 per year and JTI will invoice the County on a quarterly basis for this service. The first quarterly invoice shall be for the period September 1, 2020 – November 30, 2020.
- 2.3 The need for hosting of the staging environments is anticipated to end at the ICMS go-live.
- 2.4 The Parties agree to rolling out the staging environments and project responsibilities as set forth in Attachment A to this Amendment, “Statement of Work and Responsibility Matrix.”

- 2.5 The Parties agree to the extent of the environments applicable during implementation and operations, outlined in Attachment B to this Amendment, “eSeries Environments.”

3. Additional Provisions.

3.1 Reservation of Rights.

The rights and remedies stated in this Amendment shall be in addition to and not in limitation of any rights and remedies of the County and JTI granted in the Agreement or at law or equity.

3.2 Effective Date.

This Amendment will become effective when all of the parties have signed it, and the date this Amendment is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the “Effective Date” of this Amendment. If a party signs but fails to date a signature, the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party’s signature.

3.3 Agreement/Conflict.

Where a portion of the Agreement is modified or deleted by the terms of this Amendment, the unaltered portions of the Agreement shall remain in effect. To the extent there is a conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control in all respects.

3.4 Counterparts.

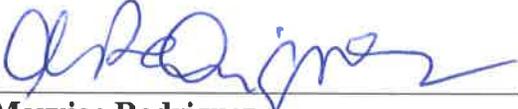
The parties may sign this Amendment in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument. Each party represents and warrants that the individual signing below is duly authorized to execute this Amendment on its behalf.

- 3.5 Confirmation of Agreement.** Except as amended by this Amendment, the Parties’ Agreement otherwise remains in full force and effect.

[Continued on next page]

Signed:

JOURNAL TECHNOLOGIES, INC.

By 
Maryjoe Rodriguez
Its Vice President

Date: 8/28/2020

COUNTY OF LAKE

By 
RuthAnne K. Hall
Its Purchasing Agent

Date: August 31, 2020

Attachment A

Statement of Work and Responsibility Matrix

SECTION 2. RESPONSIBILITIES OF JTI

The County hereby engages JTI to provide the following services for hosting the staging environments for ICMS during its implementation. JTI's responsibilities include:

- a. Manage the hosting of data, applications, exchanges, interfaces, and any other software required to support the implementation of ICMS in a way that minimizes risk. This includes:
 - Network and network services
 - Database servers and service instances
 - Application servers and service instances
 - The hosting of data, applications, interfaces, and any other software required to support the implementation of ICMS in a way that minimizes risk.
- b. Manage and perform the import of applicable data and electronic content, e.g. documents from the County and preparing such data and documents for conversion, exclusive of cleaning actual data.
- c. Manage individual environments that are required for implementing ICMS in a low risk manner.
- d. Maintain the cybersecurity standards required under the hosting agreement attached to the Parties' Software License, Maintenance and Support Agreement, Exhibit D-SL.
- e. Provide the County administrative rights to add users and configure eSeries software. These rights do not negate JTI's responsibilities to deliver ICMS.
- f. Provide the County with a description and specifications of the service instances implemented as well as status of each instance, upon the request of the County.

SECTION 3. RESPONSIBILITIES OF THE COUNTY

The County hereby agrees to the following responsibilities:

- a. Provide the County's data and digital content, e.g. documents, to the appropriate AWS S3 solution.
- b. Test the data imported and converted, upon request from the Service Provider, on a schedule that is reasonable given the workload of the County and the timeline requirements for go-live.

Attachment B
eSeries Environments

Data Conversion source data access: The County will provide SQL, DB2, Excel/csv, Word/doc, and pdf files to JTI. JTI will not be cleaning data. These instances are expected to stay in place until the ICMS Go-Live at which point they will be retired or transitioned to the post go-live environments.

- Environment 1
 - eCourt Conversion dev
 - eCourt Conversion test
- Environment 2
 - ePros Conversion dev
 - ePros Conversion test
 - eDef Conversion dev
 - eDef Conversion test
- Environment 3
 - eCourt Interface dev
 - eCourt Interface test
 - ePros Interface dev
 - ePros Interface test
 - eDef Interface dev
 - eDef Interface test
 - API training and test dev by County (pre and post go live)