

MND09CRT

TYPE OF RECORD: NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF CONTRACTOR: MINDSHARE – HDV, LLC.

SUBJECT/PROJECT: CYPHER CONNECTIVITY SERVICE LEVEL AGREEMENT FOR MUNICIPAL COURT (SOFTWARE AND HOSTING)

CITY DEPARTMENT: ADMINISTRATION

YEAR: 2009

EXPIRATION DATE: ~~07/28/2010~~ Continuous until terminated
Annual Maintenance Paid

DESTRUCTION DATE: ~~01/01/2017~~



MINDSHARE | HDV
EXPERT INFORMATION SYSTEMS

P.O. Box 270454
Louisville, CO 80027

Grand Junction, CO Municipal Court
Attention: Jeff Rome
250 N. 5th Street
Grand Junction, CO 81501

Invoice #: 11102016

November 10, 2016

Connectivity and Integration Process Support between the Cypher Discovery System and the Department of Motor Vehicles (DMV) Legacy Systems

- Set-up of new Secure FTP connection between the City of Grand Junction server and the Cypher Discovery System.
- Define and structure the layout for the Data Import Template(s) and the documentation for the import framework for Citations, Outstanding Judgments Warrants, and Defaults, and Clearances.
- Citation.xlsx Documentation: describes the structured layout for sending Citations, Outstanding Judgment Warrants (OJWs) and Defaults to Cypher Discovery. *(Each line in the file is for one citation).*
- Citation.txt File is transferred to Cypher Discovery via Secure FTP every day *before* 6:00 a.m. This process for sending the Citation.txt file includes exporting all Citations, OJWs, and Defaults from the Municipal Court System to the Cypher Discovery System for reporting. Once the file is created from the Municipal Court System, the file will be sent to Cypher via Secure FTP.
- OJWDefaultClearance.xlsx Documentation: describes the structured layout for sending Clearances to Cypher Discovery. *(Each line in the file is for one clearance).*
- OJWDefaultClearance.txt File is transferred to Cypher Discovery via Secure FTP on Wednesday *before* 5:00 p.m. The process for sending the OJWDefaultClearance.txt file includes exporting all Clearances from the Municipal Court System to the Cypher

Discovery System for reporting. Once the file is created from the Municipal Court System, the file will be sent to Cypher via Secure FTP.

- Includes advisement on the integration process.
- Ran the import scripts to ensure the data is properly imported and address any issues or data conflicts, including adjustments necessary to create a secure data feed.

Total Cost = \$2,550

Tara Petek

From: Jeff Rome
Sent: Thursday, November 10, 2016 7:22 AM
To: Tara Petek
Subject: Invoice - MindShare
Attachments: GJ,CO11102016.doc

Hi Tara,

Attached is an invoice to be processed for payment. The following is related information:

Purchase Order: n/a
Department: 01-150-015 Admin,IT,Tech Support
Account: 401-150-020.7430-03
Vendor: Mind Share HDV, LLC
Description: Integration of Cypher and State of CO DMV

If you need any further information, please let me know.

Thanks!
Jeff

Jeff Rome
Systems Analyst Supervisor
Information Technology | City of Grand Junction
jeffr@gjcity.org | (970) 244-1588 | www.gjcity.org



**P.O. Box 270454
Louisville, CO 80027**

**Grand Junction, CO Municipal Court
Attention: Joanna Adams
250 N. 5th Street
Grand Junction, CO 81501**

Invoice #: 08162016

August 16, 2016

The replacement of legacy systems and the design of the DRIVES program at the Colorado Department of Motor Vehicles.

MindShare is restructuring and adapting information processing in Cypher to communicate with the State.

Cypher is a system that interprets and translates data, and automates judicial processes to manage protocols and statutory reporting.

Cypher will be upgraded for your court to handle near real-time processing (as responsive as state agencies enable us). This far exceeds sending records via file transfer.

The Cypher changes allow integration and communication with State systems.

An upgrade of the Cypher system is required with implementation and data conversion in order to integrate with the new DRIVES system. This has to occur in order to communicate with the State for connection and the capability to electronically exchange data and automate the business processes.

Annual Fee from August 16, 2016 – August 16, 2017, total cost = \$5,200

Total: \$5,200



Purchase Order
No. 2016-00000601

DATE 08/17/2016

Ph. (970) 244-1533

Fax (970) 256-4022

Ship To
City of Grand Junction
250 N. 5th St., Suite 272
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
250 N. 5th St., Suite 272
GRAND JUNCTION, CO 81501

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Buyer Name: Nicholas C. Jones
Buyer Email: nickj@gjcity.org

Vendor
VENDOR NO. 2600
MindShare HDV, LLC
PO Box 270454
Louisville, CO 80027
Phone: (303) 929-7596

Reference Invoice # 08162016

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	COMPUTER - SOFTWARE - Annual maintenance 08/16/2016 - 08/16/2017	5,200.0000	\$5,200.00
PURCHASE ORDER TOTAL				\$5,200.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Nicholas C Jones



MINDSHARE | HDV_{LLC}
EXPERT INFORMATION SYSTEMS

**P.O. Box 270454
Louisville, CO 80027**

**Grand Junction, CO Municipal Court
Attention: Joanna Adams
250 N. 5th Street
Grand Junction, CO 81501**

Invoice #: 08142015

August 14, 2015

Access to and usage of the Cypher DMV Connectivity Expert System

Access to managed services for maintenance of integration with the Colorado DMV, MVR system and network infrastructure

Server Infrastructure - Managed Cloud Servers:

- a) Technical Account Manager
- b) Linux Server Administration
- c) Network and Security Administration
- d) Database Administration
- e) Cloud Expert
- f) Operations Administration

Network integration services – Upgraded your networking environment for improved availability, reliability, performance and security

Network security - Protecting your network against security threats

System optimization, data storage and privacy

Coverage is for the term of one year beginning on August 14, 2015 to and including August 14, 2016

Grand Total for the one year period indicated above = \$4,700



MINDSHARE | HDV_{LLC}
EXPERT INFORMATION SYSTEMS

**P.O. Box 270454
Louisville, CO 80027**

**Grand Junction, CO Municipal Court
Attention: Joanna Adams
250 N. 5th Street
Grand Junction, CO 81501**

Invoice #: 08122014

August 12, 2014

Access to and usage of the Cypher DMV Connectivity Expert System

Access to managed services for maintenance of integration with the Colorado DMV, MVR system and network infrastructure

Server Infrastructure - Managed Cloud Servers:

- a) Technical Account Manager
- b) Linux Server Administration
- c) Network and Security Administration
- d) Database Administration
- e) Cloud Expert
- f) Operations Administration

Coverage is for the term of one year beginning on August 12, 2014 to August 12, 2015

Total Fee for the one year period indicated above = **\$4,500**



**P.O. Box 270454
Louisville, CO 80027**

**City of Grand Junction Municipal Court
Attention: Joanna Adams
250 N. 5th Street
Grand Junction, CO 81501**

Invoice #: 08122013

August 12, 2013

Access to and usage of the Cypher DMV Connectivity Expert System.

Access to managed services for maintenance of integration with the Colorado DMV, MVR system and network infrastructure.

Server Infrastructure - Managed Cloud Servers:

- a) Technical Account Manager
- b) Linux Server Administration
- c) Network and Security Administration
- d) Database Administration
- e) Cloud Expert
- f) Operations Administration

Coverage is for the term of one year beginning on August 13, 2013 up to and including August 13, 2014.

Total Fee for the one year period indicated above = \$4,500



**P.O. Box 270454
Louisville, CO 80027**

**City of Grand Junction Municipal Court
Attention: Joanna Adams
250 N. 5th Street
Grand Junction, CO 81501**

Invoice #: 08162012

August 16, 2012

For Application Support, Managed Hosting, Programming, Technical Support and Administration of the Cypher Connectivity Expert System for the Period: **August 9, 2012 – August 9, 2013**

- A) Administration, Programming and Technical Support with respect to the Cypher Connectivity Expert System (Cypher)
For the period: August 9, 2012 – August 9, 2013

Subtotal: \$2,400

- B) Application Support Fee and Managed Hosting Fee: Same period as in (A) above:

Subtotal: \$1,800

Grand Total: \$4,200

City of Grand Junction Municipal Court

To: Joanna Adams
250 N. 5th Street
Grand Junction, CO 81501

MindShare HDV LLC
Information Services and Technologies

P.O. Box 270454
LOUISVILLE, CO 80027

Date: August 9, 2011
Service: Annual Fee - Application Support & Managed
Hosting & Technical Support

Description of Services	Detail	Tax	Sub-total
Cypher System Application Support		\$0.00	\$2,400.00
Cypher System Managed Hosting and Technical Support		\$0.00	\$1,800.00
	All services apply beginning August 9, 2011 and continue up to and including August 9, 2012		
Total		\$0.00	\$4,200.00

Total:	\$4,200.00
Payments/credits:	\$0.00
Balance:	\$4,200.00
Current Due:	\$0.00
Taxes:	\$0.00
Total Due:	\$4,200.00

City of Grand Junction Municipal Court

To: Joanna Adams
 250 N. 5th Street
 Grand Junction, CO 81501

MindShare HDV LLC
Information Services & Technologies

11178 Huron Street, Suite 7A
 Northglenn, CO 80234

Date: August 3, 2010
 Service: Annual Fee - Application Support & Managed
 Hosting & Technical Support

Description of Services	Detail	Tax	Sub-total
Cypher System Application Support		\$0.00	\$2,400.00
Cypher System Managed Hosting and Technical Support		\$0.00	\$1,800.00
All Services Apply beginning August 3, 2010 and continue to and including August 3, 2011			
Total		\$0.00	\$4,200.00

Total:	\$4,200.00
Payments/credits:	\$0.00
Balance:	\$4,200.00
Current Due:	\$0.00
Taxes:	\$0.00
Total Due:	\$4,200.00



Purchase Order
No. 2010-00020611

DATE 08/23/2010

Ph. (970) 244-1545

Fax (970) 244-1427

Ship To
 City of Grand Junction
 250 N. 5th St., Suite 272
 GRAND JUNCTION, CO 81501

Bill To
 City of Grand Junction
 250 N. 5th St., Suite 272
 GRAND JUNCTION, CO 81501

Vendor
VENDOR NO. 2600
 MindShare HDV, LLC
 11178 Huron Street
 Suite 7
 Northglenn, CO 80234

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Buyer Name: Duane G. Hoff
Buyer Email: duaneh@ci.grandjct.co.us

Reference Quote Dated 8/3/10

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	COMPUTER - SOFTWARE - Cypher System Application Support - 8/3/10-8/3/11	2,400.0000	\$2,400.00
1.0000	Each	COMPUTER - SOFTWARE - Cypher System Managed Hosting and Tech Support - 8/3/10-8/3/11	1,800.0000	\$1,800.00
PURCHASE ORDER TOTAL				\$4,200.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
 Requestor: Jeff Rome. Invoice to be processed by Information Technology.

By: 



11178 Huron Street, Suite 7A, Northglenn, CO 80234 303-327-8850 (Tel) | 800-770-3670 (Toll Free) | 303-339-4445 (Fax)

Cypher Connectivity Service Level Agreement

Section 1: Purpose

Section 2: Background

Section 3: Scope Of Agreement

Section 4: System Availability

Section 5: Disaster Recovery

Section 6: Requests For Support

Section 7: Automatic Services

Section 8: Requests For Services Not Covered Under This Agreement

Section 9: Changes To Service Level Agreement

Amendment To Agreement

Renewal Of Agreement

Section 10: General Terms And Conditions

Term Of Agreement

Organizations

Section 11: Appendix A Definitions

Support Request

Work Order

Support

Availability

Severity

Section 12: Appendix B Roles And Responsibilities

Grand Junction Municipal Court

MindShare HDV LLC

Purpose and Terms of Agreement

The purpose of this Service Level Agreement (SLA) is to formalize an arrangement between MindShare HDV LLC (MindShare) and the Grand Junction Municipal Court (Client) to deliver specific services in respect to the Cypher Connectivity Expert System (Cypher) for Driver History Record Management and Compliance. This document is intended to provide details of the provision of these services to the Client.

1. Support

Application Support and Managed Hosting. Client has the option to receive application support and managed hosting for successive twelve (12) month periods. The total yearly application support fee is set to \$2,400 and the total yearly managed hosting (including maintenance and technical support) is set to \$1,800 effective through the period of July 28, 2009 – July 28, 2010.

A. If the Client fails to take application support and later elects to receive it, MindShare reserves the right to charge the Client its support fees for the period of the lapse in support. MindShare may elect to discontinue support at any time upon notice to the Client, and refund of any then unearned support fees.

B. Application Support Fee. The application support fee covers any and all system updates and modification as noted in the scope of this agreement. MindShare has the full right to determine if a change is part of the application support.

C. Access to Client system. As part of maintenance and support, MindShare should have access to the Client municipal court system, when necessary, to integrate with the Cypher Connectivity network and ensure information exchange performance with the Division of Motor Vehicles.

2. Payment

Payments owed by Client to MindShare pursuant to this Agreement shall be paid within thirty (30) days from the start of the application support period (beginning July 28, 2009). In the event any overdue amount owed by Client is not paid following ten (10) days written notice from MindShare, then in addition to any other amount due, MindShare may impose and Client shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

3. Taxes

Client claims a tax exemption. An exemption certificate will be submitted to MindShare upon request. In no event shall Client be obligated to pay any tax paid on the income of MindShare or paid for MindShare's privilege of doing business.

4. Limitation of Liability

MindShare shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether MindShare was advised of the possibility of such losses in advance. In no event shall MindShare's liability hereunder exceed the amount of license fees paid by MindShare, regardless of whether Client's claim is based on contract, tort, strict liability, product liability or otherwise.

5. Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to MindShare:

MindShare HDV, LLC
11178 Huron Street, Suite 7A
Northglenn, CO 80234

If to Client:

Grand Junction Municipal Court
250 North 5th Street
Grand Junction, CO 81501

6. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Colorado.

7. No Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by Client without the prior express written approval of MindShare.

8. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

9. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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Background

Cypher Connectivity is a web-based expert system for Driver History Record Management and Compliance which provides information access and management, communication and service automation between the Colorado Division of Motor Vehicles (DMV) Motor Vehicle Record (MVR) system and the Grand Junction Municipal Court Management system. The Cypher software resides on a secure Linux Server with 256-bit encryption, located behind a firewall and inter-connected to the network at the Division of Motor Vehicles.

MindShare is responsible for the installation, configuration, and for technical support of all infrastructure components to support the design, development, networking, database, and testing to fulfill the needs of the Cypher system exclusive of the Grand Junction Court Management System. This includes all necessary integration with DMV's MVR system and adaptability required to be compliant with current browser technologies, specific to Microsoft Internet Explorer and Mozilla Firefox. The Client will be responsible for re-installation, re-configuration or additional integration necessary due to any modifications of the Grand Junction Court Management system or (Grand Junction's) internal network necessary for complete network performance.

MindShare hosts the Cypher Connectivity software on MindShare's Linux Server and the Client's users access it via the Internet. MindShare will provide and maintain security of the hosted environment through a firewall. The Cypher software will provide data encryption and a SQL database with full transaction logging, permissions and security enabled.

.....
Scope of Agreement

This agreement provides the Client with application support to Cypher Connectivity and its database, the following guaranteed services, and support in response to requests from the Client to MindShare.

.....
System Availability

Cypher Connectivity is a 24/7 application with an optimum availability level of 99.9% per month provided the hosted environment is properly maintained and supported.

This figure does not include scheduled downtime where notice is given to clients, or where the client's database is taken offline due to client requested work (e.g. carrying out a data conversion).

Scheduled downtime where a server is taken offline (e.g. for a system upgrade or for hardware maintenance) is anticipated at less than 2 hours per month and would be scheduled by the MindShare IT staff servicing the servers and internal network. This time period will be done at night or on the week-end to provide the least amount of inconvenience in work processes.

In all circumstances, MindShare and the Client will provide as much notice as possible of any scheduled downtime.

.....
Disaster Recovery

For disaster recovery, the Client will be responsible for restoration of all operating system and server software, hardware and/or network components. This includes the restoration of the last copy of the database backup. MindShare will be responsible to install and configure Cypher Connectivity in the case of a disaster recovery to restore the Cypher software.

.....
Requests for Support

A request for support will require the Client to either call or email the MindShare Help Desk. The following services are provided in response:

Corrective maintenance

Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:

Root-cause analysis

Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.

Bug fixes

Defined as the emergency repair of any Cypher Connectivity operation that does not comply with expected system operation. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

Adaptive maintenance

Defined as the modification of Cypher software to keep the software accessible, usable and operating on an expert level in a changing environment. This includes adaptations to:

- Internet browser technology version changes (e.g. Internet Explorer 8.0, Firefox 3.0.1)
- Changes in the Global Justice Extensible Markup Language and Data Dictionary (GJXML, GJXDD) and the National Information Exchange Model (NIEM) for data modeling; significant for inter-agency communication and information sharing
- New regulatory compliance, state protocols/standards for information management (e.g. retention, distribution, authentication); maintain information integrity
- Changes in business processes for citation processing or disposition reporting procedures mandated by the State of Colorado or introduced by the Division of Motor Vehicles that require reconfiguration of Web Services for business process automation
- Changes in data classifications, codes and failure notifications
- Changes in data mapping (translation) between different jurisdictions or agencies (e.g. municipal codes mapped to state common codes)
- Changes in electronic filing of dispositions between Non-Resident Violator Compact states (interstate disposition reporting)

Perfective maintenance

Defined as modification of the Cypher software to improve performance or maintainability, the proper operational condition. This includes code refactoring or changing internal structure without modifying the software's external functional behavior in order to improve the properties of the software. Examples of preventive maintenance:

- Improve code adaptability
- Simplify code structure
- Change code to adhere to a given programming paradigm
- Improve maintainability
- Improve performance
- Improve extensibility

Preventive maintenance

Defined as the modification of the Cypher software to detect and correct latent faults in the software before they become effective faults.

Assistance with application usage and configuration

Advice about or education on how to use Cypher Connectivity.

Assistance with application environment support

Advice on the browser environment required by Cypher Connectivity (installing ActiveX components, security settings etc).

Recording requests for system enhancements

Ideas and requests for system enhancements will be formally logged and noted for consideration by MindShare for inclusion in a future release.

.....
Automatic Services

Backups

Daily backups and offsite copies of the Client's SQL database will be the responsibility of the MindShare IT staff.

Application monitoring

Every effort to conduct periodic monitoring of Cypher Connectivity to assess application availability will be made.

Web servers

Software infrastructure and hardware upgrades required to web servers running Cypher Connectivity will be performed when required by the MindShare IT staff.

Knowledge management

Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained by MindShare.

.....
Requests for Services NOT Covered Under This Agreement

This agreement does not cover the following requests. However, MindShare would be pleased to provide a separate statement of work in proposing services to address any of the following: (All Work Orders that require the payment of fees above those stated in this agreement must be approved by the Client before work commences.)

Training

MindShare provides standard training on Cypher Connectivity, but this is not included within this SLA.

Assistance with application usage when unsupported or non-standard hardware or software is involved

Use of unsupported or non-standard hardware or software often results in unexpected behavior of otherwise reliable systems.

Information services

Troubleshooting and assistance needed to identify and correct problems resulting from system changes made by the Client to Client software or procedural changes the client has instituted that result in significant and consistent data acceptance errors. MindShare will provide, as part of the standard support fee, the research and data analysis necessary to determine why a submitted record isn't accepted by DMV so that the client can make the necessary changes and resubmit the data.

New development

Any change to the database or system that involves functionality not within the current release, even if the new functionality would seem to be an improvement over the old one.

Data conversion

Any data conversion or data import that cannot be carried out by the standard facilities available within Cypher Connectivity.

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Changes to Service Level Agreement

Amendment to Agreement

Any amendment to the Terms and Conditions of this agreement would require the approval of the Client and MindShare management. The amendment of the agreement would take place through an addendum to this agreement and the recording of that addendum in Appendix A of this agreement.

Renewal of Agreement

The Client and MindShare will renegotiate this agreement at the end of the term of this contract for the following year.

.....

General Terms and Conditions

Term of Agreement

This agreement is in effect upon the date of acceptance of this agreement and ends one calendar year after the date of acceptance.

Organizations

This agreement is between the Client and MindShare, as named on the cover of this agreement.

.....

Appendix A Definitions

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of Cypher Connectivity or any request to add functionality to Cypher Connectivity. Such requests are not covered under this agreement. An estimate for work will be provided to you and upon approval will commence.

Support

The MindShare Help Desk is manned between 9am and 5pm, Monday to Friday.

Availability

Outside of these hours, voice messages may be left on the Help Desk answer phone for a return call the following business day.

The Client may also email requests for support to support@mindsharehdv.com.

Severity Codes

The following characteristics are used to identify the severity of a problem report:

- * Business and financial exposure
- * Work outage
- * Number of clients affected
- * Workaround

Appendix B Roles and Responsibilities

The Client

The Client has the following general responsibilities under this agreement:

- The Client users using Cypher Connectivity will use the appropriate help desk to request support.
- The Client will provide all information required to open a support request.
- The Client will indicate severity codes of issues in order for MindShare to prioritize immediate need.
- Once a support request has been submitted, the Client will make themselves available to work with the MindShare support resource assigned to the support request.

MHDV

MHDV has the following general responsibilities under this agreement:

- MindShare will log all information from the Client required to establish contact information, document the nature of the problem and the Client's hardware/network environment (as applicable).
- MindShare will attempt to resolve problems over the phone on first call.
- MindShare will escalate support request to next level of internal support within MindShare upon approach of established resolution targets.
- MindShare will obtain the Client's approval before closing a support call.

This Service Level Agreement ("Agreement") is made and effective on July 28, 2009 by and between MindShare HDV, LLC ("MindShare") and Grand Junction Municipal Court ("Client").

IN WITNESS WHEREOF, MindShare and Client have executed this Service Level Agreement on the day and year first above written.



~~Catherine Ernst~~
~~Managing Partner~~

MINDSHARE HDV, LLC
11178 Huron Street, Suite 7A
Northglenn, CO 80234



MONA REZVANI
Authorized Representative



Representative for Grand Junction
Municipal Court

Grand Junction Municipal Court
250 North 5th Street
Grand Junction, CO 81501