

Jamie Sullivan

From: Amy Bernard
Sent: Friday, October 17, 2025 4:38 PM
To: Heidi Jordan
Cc: Margot Joly; Jake Nichols; Jamie Sullivan
Subject: RE: Catalis contract

Hi Heidi,

Thank you for forwarding the Catalis contract and subscription details. I'll make sure to include it on the agenda for the next commissioners' meeting. If there's anything specific you'd like me to highlight during the discussion, please let me know.

Appreciate you keeping us informed, and I'll aim to have the contract returned by the November 14th deadline.

Best regards,

Amy

Amy Bernard, MPA
(She/her/hers)

County Administrator
Phone: 207-860-4250
Email: ABernard@franklincountymaine.gov
120 County Way, Suite 4
Farmington, ME 04938
www.franklincountymaine.gov



From: Heidi Jordan <HJordan@franklincountymaine.gov>
Sent: Friday, October 17, 2025 3:50 PM
To: Amy Bernard <ABernard@franklincountymaine.gov>
Cc: Margot Joly <MJoly@franklincountymaine.gov>; Jake Nichols <JNichols@franklincountymaine.gov>
Subject: Catalis contract

Hi Amy,

Attached is the Catalis contract/subscription for the next three years, commencing 01/01/2026.

Catalis is the software that probate uses for docketing and storing records. Our current contract expires on 12/31/2025. As I have reported at commissioners' meetings in the past, the Registers of Probate were researching

other vendors but, for a variety of reasons, have decided to continue with Catalis. Both Jake Nichols and I have reviewed the contract and feel comfortable with the terms.

If you would please put on the next commissioner's agenda for review or discussion, I would appreciate it. I would like to return the contract to Catalis by November 14th.

Thank you,

Heidi P. Jordan

Heidi P. Jordan, Register
Franklin County Probate Court
140 Main Street, Suite 6
Farmington, ME 04938
(207) 778-5888

hjordan@franklincountymaine.gov

(This email was generated without the use of AI.)

Amy Bernard

From: Amy Bernard
Sent: Monday, October 27, 2025 10:12 AM
To: Margot Joly; Heidi Jordan
Cc: Commissioner Bob Carlton
Subject: RE: Catalyst/ Ikon
Attachments: Procurement Policy (Final).docx

Judge Joly,

I am a bit confused by your recent email. During the budget process, I recall that the Register mentioned the Probate Registers Association was seeking proposals for software on a statewide basis. My understanding was that this initiative was the reason your department requested additional budget funds, as the vendor had not yet been selected at that time.

As you know, I am required to ensure that State Law Title 30-A M.R.S. §1259 and /or Title 30-A M.R.S. § 124, County Procurement Procedures policy (see attached) was properly followed throughout that process. Could you please provide me with a copy of the Request for Proposals (RFP) or Request for Qualifications (RFQ) that the Association used? Do you have any information from the Association which can confirm that the law and policy was followed?

Additionally, I understand that prior to my tenure here, many county contracts were not retained at the Commissioners' Office. While the County is not required to keep contracts beyond six years, you stated that this relationship was established in the 2011 era with the Probate Department, which exceeds the threshold for document retention.

Thank you for your attention to this matter. I appreciate your help in ensuring compliance and maintaining accurate records.

Best regards,

Amy

Amy Bernard, MPA
(She/her/hers)

County Administrator
Phone: 207-860-4250
Email: ABernard@franklincountymaine.gov
120 County Way, Suite 4
Farmington, ME 04938
www.franklincountymaine.gov



PS: I have b'ccd the entire Board to this email.

From: Margot Joly <MJoly@franklincountymaine.gov>
Sent: Sunday, October 26, 2025 11:57 AM
To: Amy Bernard <ABernard@franklincountymaine.gov>
Subject: RE: Catalyst/ Ikon

Yes, we have a file. My call to you was to determine what you had one for County contracts/agreements/vendors so as not to duplicate files.

I am very concerned that your office has no documents or a file for contracts/agreements. This relationship with ICON, now Catalis, and the State of Maine Department of Administration and Financial Services has been in effect for twenty (20) years.

I have drafted a letter to the Commissioners because your e-mail to Heidi Jordan on Thursday confirms that the Commissioners do not know what is going on with our software program and it is pretty darn important that this agreement be signed. I plan to ask the Commissioners to place the review and execution of the Agreement on the Agenda for the next meeting. I will clear my schedule to appear.

Thanks for responding.
Margot

Margot Joly, Judge
Franklin County Probate Court
140 Main Street, Suite 6
Farmington, ME 04938
(207) 778-5888

From: Amy Bernard <ABernard@franklincountymaine.gov>
Sent: Friday, October 24, 2025 3:11 PM
To: Margot Joly <MJoly@franklincountymaine.gov>; Jamie Sullivan <JSullivan@franklincountymaine.gov>
Cc: Heidi Jordan <HJordan@franklincountymaine.gov>
Subject: Catalyst/ Ikon

Judge Joly,

We do not have any contracts for Probate going back to 2011. We have thoroughly reviewed our files here and found nothing for either Ikon or Catalyst.

Please review the contract files in your office to see if you have any records related to these vendors.

Best regards,

Amy

FY26 Probate Budget – Dept. 70

Budget Review Summary: The overall budget increased by 7.0% (\$21,635) due to services, salary increases, and the addition of a part-time employee.

Personnel Summary: Personnel Services increased by 0.2% (\$485). This is the cost of COLA and benefits as well as the addition of a part-time employee.

Training & Development: No Change

Summary: Funds used for training and seminars for employees.

Travel & Mileage: No Change

Summary: Funds used to reimburse employees for travel to attend off-site training or meetings. In-person meetings are anticipated. Judges Association has resumed meetings twice per year. This has not been budgeted for in the past few years.

Meals: No Change

Summary: Funds used to reimburse employees for meals when attending off-site training or meetings.

Lodging: Increased by \$150

Summary: Funds used to reimburse employees for lodging when attending off-site training or meetings. Increased amount is based on actual costs in FY2025.

Court Appointed Attorney: No Change

Summary: Funds to pay for Court Appointed Attorneys and Visitors. Vendors include: Dolley Law, Nancy Pratt, Bradley Sica, and Cody Mason.

Stenographer: No Change

Summary: Funds used as needed on a case-by-case basis. The Stenographer transcribes legal proceedings word-for-word, creating a written documentation of the event.

Interpreter: No Change

Summary: The need for these funds are determined on a case-by-case basis. Court Interpreters work to translate information from another language into English. Costs for closed captioning, if needed, are also in this line.

Equipment Rental & Leases: Increased by \$400

Summary: Funds to pay for copier monthly lease with Toshiba, Visual Edge quarterly charge and Adobe. Vendors include: Toshiba Financial and Visual Edge

Equipment Repairs and Maintenance: No Change

Summary: Funds used for computer repairs and maintenance, as needed.

General Liability Insurance: No Change

Summary: Funds used as needed.

Postage and Freight: Increased by \$250

Summary: Funds used to pay for postage charges with Click-N-Ship. Primarily Click-N-Ship is used to send passport applications. Postage fees have increased. Vendors include: Click-N-Ship.

Dues and Subscriptions: Increased by \$15,300

Summary: Funds to pay for dues for Maine Probate Judges Assembly, Maine Association of Registers of Probate, Adobe, Zoom, and the Franklin Journal. Increased due to the possibility of a change of Vendor. Vendors include: Maine Probate Judges Assembly, Maine Association of Registers of Probate.

Fees and Registration: No Change

Summary: Increase in fees for National College of Probate Judges and Judges Liability Insurance. Vendors include: MCCA

Legal Notices: New budget of \$6,900

Summary: No included in the prior budget because it was an income producing line. Per conversation with the County Administration, this line has been changed. Fees collected at a rate of \$36.00 and billed out at a rate of \$29.10. The difference is a profit to the County.

Office Supplies: No Change

Summary: Funds used to pay for filing supplies, envelopes, and general office supplies. Vendors include: Amazon and WB Mason.

Computer Supplies: Increased by \$500

Summary: Funds to pay for supplies such as scanner and toner. Vendors include: WB Mason and Amazon.

Statutes & Subscript: Deceased by \$500

Summary: Funds for statutes which include yearly statute updates

Equipment and Furniture: Deceased by \$2,000

Summary: Funds to pay for various office equipment and furniture as needed.
No furniture purchases are needed this year.

Computers: Increased by \$300

Summary: Funds used to replace computers and purchase new laptops as needed.

Franklin County Probate Court



Margot Joly
Judge

Heidi P. Jordan
Register

October 27, 2025

Robert Carlton, Chair
Thomas Skolfield, Vice Chair, Commissioner
Thomas Saviello, Commissioner
Fenwick Fowler, Commissioner
Jeffrey Gilbert, Commissioner

Franklin County Commissioners' Office
120 County Way
Farmington, Maine 04938

RE: Request for Approval of "Order Form" to continue the software subscription and services agreement between the Franklin County Probate Court and Catalis Courts & Land Records, LLC

Dear Gentlemen:

On October 17, 2025, Register of Probate Heidi P. Jordan submitted to Amy Bernard an Order Form and attached Master Software Subscription and Services Agreement to review and approve at your next commissioners' meeting.

On October 23, 2025, Amy Bernard responded with a request for the "RFP your department used to procure this vendor." I have attached a copy of that e-mail message.

Obviously, you all completely misunderstand the relationship between the Franklin County Probate Court and Catalis and the software subscription they provide to our Probate Court.

After receiving Ms. Bernard's e-mail message, I called Ms. Bernard to inquire whether the administration office for the Franklin County Commissioners had a file containing the original ICON subscription documents and the ongoing Catalis subscription documents. Ms. Bernard could not locate any such file within your department.

I understand that you are not prepared to sign this very important subscription agreement unless you have more information. Therefore, Register Jordan and I, as the Probate Judge, are hopeful that you will accept this narrative history and attachments in support of our request.

As you know, each County in Maine has its own Probate Court and its own duly elected Register of Probate and Probate Judge. Even though each County Probate Office is independent from the other County Probate Courts, all County Probate Courts follow the provisions of the State of Maine Constitution, the Maine statutes that pertain to the Probate Courts, the Rules of Probate Procedure and the

Rules of Civil Procedure as adopted by the Maine Supreme Judicial Court. Furthermore, Registers of Probate formed the Maine Association of Registers of Probate, communicate with each other frequently, and meet regularly so that they can coordinate with other Probate Courts. Their goal is to provide similar forms and services to all who need to appear or file actions in a County Probate Court.

In 2005 through 2006 the Registers of Probate in conjunction with the State of Maine Department of Administrative and Financial Services prepared an MOU (Memorandum of Understanding) to acquire a software program with ongoing services to be used by all County Probate Courts. The appropriate Request For Proposal (RFP) was completed in 2006 and Icon Software Corporation was selected to provide the software services to all County Probate Courts. A copy of the Memorandum of Understanding is attached hereto.

At that time, the Commissioners for Franklin County and the Registers of Probate agreed to join the state approved agreement with ICON. Since 2006, all registered filers with ICON may e-file documents with any County Probate Court and any person may access the statewide site "Maineprobate.net" and review all public records of any case filed in any Probate Court in Maine.

Rules 92.1 through 92.12 of the Maine Rules of Probate Procedure require that virtually all pleadings prepared by litigants and documents generated by the Probate Court be filed electronically.

Also, attorneys, parties to a probate case and genealogists prefer to use a remote on-line service rather than view documents personally in books or file folders located only at the Franklin County Probate Court. Also, our Probate Court stores records in ICON program.¹

The Franklin County Probate Court has been using the ICON software program since 2006 without interruption.² Since that time, our Court has been requesting that the Franklin County Commissioners approve as a budget item the Memorandum of Understanding documents, extensions thereto and subscription fees. The County Commissioners have readily approved the documents and fees.

I have attached the last Extension of a Memorandum of Understanding and Riders A and B between the State of Maine Department of Administrative and Financial Services/Probate Court System dated March 2, 2020 which expires December 31, 2025 unless the Register of Probate, at her discretion, renews the Service Agreement before the expiration of the term. Kindly review "Rider A" attached to the Extension. It provides a summary of the history of the establishment and continuation of the electronic software arrangement among all County Probate Courts and ICON.

As the Franklin County Judge of Probate, I am very concerned that the Board of Franklin County Commissioners is hesitant to sign the attached Order Form to renew the software agreement for on-line filing and document storage because you all presume that the Registers or Judges of the Franklin County Probate Court, the Maine Probate Court system and the State of Maine Department of Administrative and Financial Services failed to comply with the law. That is not the case.

¹ Probate Registers have custody and must store probate records from the beginning of time date. The Probate Courts of each county, including Franklin County, have been using the ICON, now Catalis, software for electronic storing all documents along with paper copies.

² Please note that the shareholders of ICON Software Corporation sold its corporate assets, including agreements, to Catalis Courts & Land Records, LLC (hereinafter "Catalis"), Catalis is providing services per the initial 2006 Agreement.

I believe you have reached that conclusion because you have misinformation or incomplete information. I am confident that this letter, the attachments and our presentation on November 4, 2025 will cause you to reconsider.

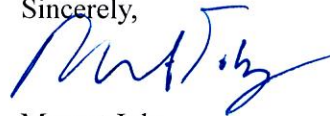
Please place this very important request on the agenda for the Commissioners' meeting scheduled on November 4, 2025. Kindly confirm with Register Jordan and me by a telephone call that we can make a presentation on November 4, 2025.

We look forward to meeting with you to correct your misunderstandings, provide more complete information and answer any questions.

Also attached for your review is a letter dated October 27, 2025 from the Board of Directors of the Maine Association of Registers of Probate as well as the Order Form to be signed by Heidi Jordan.

Thank you for your anticipated thoughtful consideration.

Sincerely,



Margot Joly
Franklin County Judge of Probate

Heidi Jordan

From: Amy Bernard
Sent: Thursday, October 23, 2025 8:43 AM
To: Heidi Jordan
Cc: Margot Joly; Jake Nichols; Commissioner Bob Carlton
Subject: RE: Catalis contract

Hi Heidi,

Please forward the RFP your department used to procure this vendor. Because this purchase exceeds the department's sole sourcing threshold, the County needs to review the RFP process and where it was posted to ensure compliance with Title 30-A §124 and the County Procurement Policy.

Please include the solicitation, posting dates and locations, any addenda, the bidder list, evaluation materials, and the award recommendation.

Thanks,
Amy

Amy Bernard, MPA
(She/her/hers)

County Administrator
Phone: 207-860-4250
Email: ABernard@franklincountymaine.gov
120 County Way, Suite 4
Farmington, ME 04938
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Catalis is the software that probate uses for docketing and storing records. Our current contract expires on 12/31/2025. As I have reported at commissioners' meetings in the past, the Registers of Probate were researching other vendors but, for a variety of reasons, have decided to continue with Catalis. Both Jake Nichols and I have reviewed the contract and feel comfortable with the terms.

If you would please put on the next commissioner's agenda for review or discussion, I would appreciate it. I would like to return the contract to Catalis by November 14th.

Thank you,

Heidi P. Jordan

Heidi P. Jordan, Register
Franklin County Probate Court
140 Main Street, Suite 6
Farmington, ME 04938
(207) 778-5888

hjordan@franklincountymaine.gov

(This email was generated without the use of AI.)

Title 30-A: MUNICIPALITIES AND COUNTIES

Part 1: COUNTIES

Chapter 1: COUNTY OFFICERS

Subchapter 2: COUNTY COMMISSIONERS

Article 6: BUILDINGS AND PROPERTY

§124. Bids, awards and contracts

Any contract for construction, renovation or improvement of county buildings or facilities involving a total cost of \$2,500 or more must be awarded by a system of competitive bidding. [PL 1987, c. 737, Pt. A, §2 (NEW); PL 1987, c. 737, Pt. C, §106 (NEW); PL 1989, c. 6 (AMD); PL 1989, c. 9, §2 (AMD); PL 1989, c. 104, Pt. C, §§8, 10 (AMD).]

Except for purchases through the State, the county commissioners shall make all purchases over \$2,500 of services, supplies, materials and equipment needed by the county, or any department or agency of the county, by competitive bidding. Title 5, chapter 155, subchapter I-A (./5/title5ch155sec0.html) governs these purchases as far as applicable. Title 5, section 1825-B, subsection 2, paragraph A (./5/title5sec1825-B.html) governs purchases through the State. [PL 1999, c. 14, §1 (AMD).]

The procurement of goods or services pursuant to this section that involves the expenditure of \$10,000 or less may be accepted by oral proposal or bids. [PL 2001, c. 349, §3 (NEW).]

SECTION HISTORY

PL 1987, c. 737, §SA2,C106 (NEW). PL 1989, c. 6 (AMD). PL 1989, c. 9, §2 (AMD). PL 1989, c. 104, §SC8,10 (AMD). PL 1989, c. 785, §4 (AMD). PL 1999, c. 14, §1 (AMD). PL 2001, c. 349, §3 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes (mailto:webmaster_ros@legislature.maine.gov) · 7 State House Station · State House Room 108 · Augusta, Maine 04333-0007

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ORDER FORM

CUSTOMER INFORMATION

Customer: Franklin County, ME
Primary Contact: Heidi Jordan, hjordan@franklincountymaine.gov,
Address: 140 Main Street Suite 6, Farmington, Maine 04938 United States

Billing Contact: Heidi Jordan, hjordan@franklincountymaine.gov
System Admin: Heidi Jordan, hjordan@franklincountymaine.gov

Payment Method: _____ **PO:** _____ **Tax Exempt:** _____

Catalis Representative: Kristina O'Leary, koleary@catalisgov.com

TERM

Subscription Start Date: 1/1/2026

Auto-Renewal: Yes

The Initial Term of the Subscription shall begin on the Subscription Start Date and will continue for three (3) years ("Initial Term").

Upon completion of the Initial Term, the Order Form shall automatically renew for subsequent twelve (12) month term(s) unless terminated by written notice by either party at least 180 days prior to the subsequent term start.

PRICING

1. Software Subscription Fees

Description	Year 1	Year 2	Year 3
Court CMS - SAAS 1/1/2026 - 12/31/2028 Annual Uplift: 6%	\$381.60	\$404.50	\$428.77
Court CMS - Maintenance and Support 1/1/2026 - 12/31/2028 Annual Uplift: 6%	\$2,120.00	\$2,247.20	\$2,382.03
Totals	\$2,501.60	\$2,651.70	\$2,810.80

2. Additional Services

Future Professional Services, customizations, modifications, or integrations can be provided at an hourly services rate (\$225 for 2025). Any additional work requested will require an additional Professional Services Work Order. The Work Order shall be subject to the terms of this Agreement, and the Effective Date will be the date listed on the Work Order.



TERMS AND CONDITIONS

1. Order Of Precedence

The Agreement contains the following, listed in order of appearance. In the occurrence of a conflict between any of the above with one another, this Order Form shall control.

- This Order Form
- The Master Software Subscription and Services Agreement
- The Service Level Agreement and Support Terms
- Schedule A: Software Description and Scope of Use

2. General Notes

- 2.1. Capitalized terms used herein but not defined in this Order Form have the meanings given to them in the Master Software Subscription and Services Agreement.
- 2.2. The Parties agree to keep all aspects of this agreement confidential to the extent permitted by law.
- 2.3. Pricing and/or terms are subject to change if the Order Form is not signed within sixty (60) calendar days of the Order Form Date. Order Form line items represent estimates based upon initial evaluation of project complexity and duration. The actual time to complete the scope of work may vary. The Pricing listed above is estimated based on the information available to Catalis at the time of the making of this Order Form.
- 2.4. If Catalis anticipates any aspect of the One-Time Professional Services to exceed the above estimate(s) by ten percent (10%) or more, Catalis will advise Customer, and secure a written agreement to proceed with said overage. Customer agrees to pay Catalis for any overage hours at the same rate(s) as listed above and according to the terms of this Work Order. Catalis will invoice Customer each month for services provided in the preceding month.
- 2.5. Following adoption of this Order Form, changes to the Statement of Work must be memorialized with a written Amendment or Work Order, without regard to whether the change affects costs, and must be approved in writing by Catalis and the Customer. If the changes impact cost, an estimate of the cost impact shall be included.
- 2.6. Any Recurring Fees will increase annually by the greater of the percentage defined in the Pricing section above or by the increase in the Consumer Price Index ("CPI") for the prior calendar year.
- 2.7. Invoices shall be due and payable within Net 30 calendar days following invoice by Catalis.

ACCEPTANCE

By signing below, signatories represent that they are validly authorized to enter into this Order Form and accept their terms and conditions. The Order Form is dated effective and shall be considered binding upon execution ("Effective Date") by and between both parties.

Franklin County, ME:

Catalis Courts & Land Records, LLC:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



MASTER SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

Software as a Services (SaaS) Terms & Conditions

This Master Software Subscription Services Agreement (the "Agreement") governs Your acquisition of the services described in signed or authenticated order that identifies the services and other terms and conditions by which You will be provided the Services (an "Order Form") between You as the customer and the Catalis entity that is providing the Services (referred to in this Agreement as "Catalis.") Capitalized terms have the definitions set forth in this Agreement. "Customer" or "You" or "Your" is the legal entity that is entering into an agreement with the Catalis entity that is providing the Services described in an Order Form. The "Effective Date" of this Agreement is the date on the Order Form unless the Order Form specifies a different effective date. Customer and Catalis may each be referred to individually as a "Party" and together as the "Parties." Any Schedules to this Agreement are those that are part of the Order Form.

1. Definitions.

The following definitions shall apply in this Agreement:

1.1. Confidential Information. All information disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; Catalis Confidential Information includes the Software and associated services; and Confidential Information of each party includes the terms and conditions of this Agreement and all schedules (including pricing) in an Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by Recipient.

1.2. Customer Data. All data of Customer, whether proprietary or non-proprietary to Customer, converted for use with the Catalis Deliverables.

1.3. Customer Materials. All materials supplied by Customer in connection with this Agreement.

1.4. Deliverables. Those components, milestones, and/or materials, including, without limitation, the Software, documentation, maintenance modifications, and enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement. Deliverables can mean either Deliverables required from Catalis ("Catalis Deliverables") or Deliverables required from Customer ("Customer Deliverables").

1.5. Documentation. The written description of the functions and use of the Software.

1.6. Error. (i) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.7. Functional Specifications. The functions and/or criteria for the Software described as documentation related to the Software or as described in an Order Form.

1.8. Intellectual Property. All interests of any kind including: (i) trade secrets, (ii) copyrights, (iii) derivatives, (iv) documentation, (v) patents, (vi) the Software, (vii) technical information, (viii) technology, and (ix) any and all proprietary rights relating to any of the foregoing.



1.9. **New Product.** Any change or addition to Software, Services and/or related documentation that: (i) has a value or utility separate from the use of the Software, Services and documentation; (ii) may be priced and offered separately from the Software, Services and documentation; and (iii) is not made available to Catalis' customers generally without separate charge. In the event of any disagreement between the Parties with respect to whether a change or addition constitutes a New Product, the good faith determination of such issue by Catalis shall be final, binding, and conclusive.

1.10. **Statement of Work.** The schedule or addendum to an Order Form that provides the written description and specifications for the services to be provided by Catalis to Customer, including the Deliverables and milestone, delivery, and acceptance schedules.

1.11. **Software.** The Catalis software supplied by Catalis pursuant to this Agreement as described in an Order Form. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties and the payment to Catalis of the additional fees and under additional terms and conditions, if required by Catalis.

1.12. **Software Acceptance Date.** The date of acceptance of the Catalis Deliverables by Customer as described in this Agreement or the date that Customer uses the Software in a live environment, whichever is sooner.

1.13. **Taxes.** All federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including without limitation any interest, penalty, or additions, whether or not disputed.

1.14. **Test Validation Criteria.** The acceptance criteria for the Catalis Deliverables pursuant to the normal implementation methodology applied by Catalis, or as agreed by the Parties in the Statement of Work.

1.15. **Warranty Period.** The thirty (30) day period commencing on the installation of the Software

2 Subscription License.

2.1. **License.** Catalis grants the Customer a license to access and use the Catalis Software and Catalis Deliverables described in an Order Form during the Term of this Agreement and in accordance with the terms and conditions of this Agreement (the "Services"). As part of the subscription by Customer, Catalis will perform the services described in this Agreement.

2.2. **Scope of License Limited.** The right of Customer to use the Software and associated documentation is for Customer's internal use only and limited to the field of use described in an Order Form. No title or ownership in the Software or documentation is transferred to Customer. Customer shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures approved by Catalis in advance and in writing. Only Customer's employees and necessary contractors acting in the proper scope of their services to Customer may access or use the Software or documentation. Customer shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any documentation.

2.3. **Additional Services.** Customer may subscribe to additional Services in a subsequent Order Form.

2.4. **Restrictions.** Customer shall not remove, edit, alter, abridge or otherwise change in any manner any Catalis Intellectual Property notices. Customer may not, and may not permit others to reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service; modify, translate, adapt, alter, or create derivative works from the Service; copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service to any third party.

2.5. **Installation at Customer's Location or Designated Data Center.** The Services will be hosted at and operated from a third-party data center. The data center will meet industry standard certifications or processes for data security.



3. Fees, Installation Charges, and Taxes.

3.1. **Subscription Fees.** The subscription fees for the Services are set forth on the Order Form. Subsequent orders shall be at the fees in effect at the time of receipt by Catalis of any subsequent Order Form which identifies additional software to be included under this Agreement. Catalis will give notice to Customer of any fee increases for a renewal term after the Initial Term as defined below.

3.2. **Configuration, Installation and Services Fees.** Customer shall also pay for configuration and installation of Services and any other services required under this Agreement or requested by Customer as described in this Agreement at the then prevailing fees, plus any travel expenses required, including reasonable mileage, airfare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

3.3. **Taxes.** Customer is additionally liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by Catalis) and other fees or assessments incurred as a result of the use of the Software by Customer.

3.4. **Currency.** All Fees listed shall be interpreted as being in United States dollars (USD), unless otherwise stated.

4. Delivery and Acceptance.

4.1. **Delivery, Testing and Installation.** Each Party shall timely perform delivery of its required Deliverables in accordance with the Statement of Work, including any specified delivery schedule. Testing of Catalis Deliverables shall be completed by Customer in accordance with the Test Validation Criteria within fifteen (15) days following initial delivery to Customer. Within thirty (30) days following completion of testing of the Catalis Deliverables, Catalis shall install the Catalis Deliverables at the hosting facility for acceptance testing.

4.2. **Acceptance.** Within ten (10) days following completion of User Acceptance Test (UAT), Customer shall either: (i) accept the Catalis Deliverables in writing; or (ii) reject the Catalis Deliverables and provide Catalis with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Catalis will correct any Error and redeliver the Catalis Deliverables to Customer within thirty (30) days following receipt of the statement of Errors. Customer shall, within ten (10) days following such redelivery, accept or reject the redelivered Catalis Deliverables in accordance with the procedures set forth herein. Failure by Customer to provide a statement of acceptance or statement of Errors within either of the ten (10) day periods specified herein shall be deemed to be acceptance by Customer of the Catalis Deliverables.

5. Payment.

5.1. **Fees for Initial and Renewal Subscription Services.** Payment of Software subscription fees, installation fees, and other fees on the Order Form will be made as provided in the Order Form. All Fees will be billed annually in advance and are due thirty (30) days after the date of the invoice. Unless Catalis provides advance notice of a different price increase for Services, the pricing during any renewal term will increase above the applicable pricing in the prior term by the greater of six percent (6%) or the increase in the CPI for the prior calendar year, or as stated in the Order Form. "CPI" means the Consumer Price Index for all Urban Consumers (All Items U.S. City Average 1982–84 equals 100), published by the Bureau of Labor Statistics, United States Department of Labor, Bureau of Labor Statistics.

5.2. **Fees for Subsequent Software Subscription.** Payment of subscription fees, installation fees, and other fees to Catalis will be as specified on any subsequent Order Form.

5.3. **Ancillary Charges and Out of Pocket Expenses.** All additional or ancillary charges (e.g., additional training charges) and all out of pocket expenses of Catalis (e.g., travel expenses) which are payable by Customer hereunder shall be due and payable within thirty (30) days following invoice by Catalis.



5.4. Failure of Payment. In the event payment is not made as specified in this Agreement, Customer shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month that such sum is overdue; provided, however, that if Customer is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this section 5.4.

6. Warranty, Exclusions, and Disclaimer.

6.1. Services Warranty. Catalis warrants that the Services shall conform to the Functional Specifications and will be free of Errors during the Warranty Period. Catalis' sole obligation and responsibility to Customer under the foregoing warranty is to remedy, at no cost to Customer, any such Error reported to Catalis during the Warranty Period.

6.2. Warranty Exclusions. The foregoing warranties do not apply to any (i) damage arising from any cause beyond Catalis' reasonable control, including improper operation or use or misuse of Software by Customer, (ii) Errors caused by software or hardware not supplied by Catalis, or (iii) problems due to Customer's operating environment, including, without limitation, temperature, humidity, dust, or static charge. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 6 OF THIS AGREEMENT, CATALIS DISCLAIMS AND CUSTOMER WAIVES ALL WARRANTIES ON THE SOFTWARE AND SERVICES FURNISHED UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CATALIS LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS."

7. Functional Specifications.

Customer understands that such Functional Specifications shall be defined in accordance with Catalis standard applications and that any application and/or communication and/or functions not currently supported by Catalis shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by Catalis.

8. Training.

Catalis shall provide training in the operation and maintenance of the Services. The number of training days is described in the Order Form. Customer may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to Customer at Catalis' then current fee for the requested training, plus reasonable travel expenses if such training occurs anywhere other than Catalis' facilities.

9. Restrictions Upon Disclosure of Confidential Information.

9.1. Protection. Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of these confidentiality obligations and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this section 9, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information or any other breach of these confidentiality requirements (including by any third parties) and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

9.2. Limited Disclosure. Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps



to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

9.3. Ownership. All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

10. Intellectual Property Indemnity.

10.1. Indemnification of Intellectual Property Infringement Claims. In the event of any actual or threatened claims by a third party that the Catalis Deliverables infringe upon any Intellectual Property of such third party, Catalis will indemnify Customer with respect to such claims. Customer shall immediately notify Catalis of any such claim. The foregoing indemnity shall be ineffective if any of the Services have been modified, altered, or otherwise changed by Customer (or on behalf of Customer by any person other than Catalis). Catalis will have no liability or obligation under this section 10 if any claim of infringement is based upon: (i) the combination, operation, or use of the Software or Services with any component other than Catalis Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any derivative of any Catalis Intellectual Property created by any person other than Catalis. Catalis shall have sole control over the selection of counsel and the defense and settlement of any legal proceeding or other claim and Customer shall provide Catalis with all reasonable assistance in the defense of the same.

10.2. Indemnification by Customer. Customer will defend Catalis against any claim, demand, suit or proceeding made or brought against Catalis by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Software, services, and/or content in violation of this Agreement, Order Form, or applicable law (each a "Claim Against Catalis"), and Customer will indemnify Catalis from any damages, attorney fees, and costs finally awarded against Catalis as a result of, or for any amounts paid by Catalis under a settlement approved by Customer in writing of, a Claim Against Catalis, provided Catalis (i) promptly gives Customer written notice of the Claim Against Catalis, (ii) gives Customer sole control of the defense and settlement of the Claim Against Catalis (except that Customer may not settle any Claim Against Catalis unless it unconditionally releases Catalis of all liability), and (iii) gives Customer all reasonable assistance, at Customer's expense.

10.3. Remedy. In the event of a third party claim that the Catalis Deliverables infringe the intellectual property rights of a third party, Catalis shall have the right, as Customer's sole and exclusive remedy against Catalis, at Catalis' sole election, to: (i) modify the allegedly infringing Catalis Deliverables to be non-infringing, provided that such modification does not adversely impact the functionality of the Software in any material respect; (ii) obtain a license or other rights to enable Customer to continue to use the applicable Software as contemplated in this Agreement, or (iii) to terminate this Agreement and return to Customer any unearned fees paid by Customer to Catalis.

11. Rights in Software, Data and Materials.

11.1. Catalis Ownership. As between Catalis and Customer, Catalis shall be the sole owner of all right, title, and interest in and to the Software, Services, all Catalis Deliverables, documentation, any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer, and any and all copies or derivatives created by either Party, exclusive only of the Customer Materials. Customer hereby irrevocably grants, transfers, and assigns to Catalis, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property which Customer may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, along with the good will of the business appurtenant to the use of any of the same. Customer further hereby irrevocably transfers and assigns to Catalis any and all moral rights Customer may have in and to such Software, the Catalis Deliverables, documentation, and in and to any other Intellectual Property of Catalis, and hereby forever waives and agrees never to



assert any moral rights it may have during or after termination or expiration of this Agreement. Customer shall, at the request of Catalis, execute any and all documentation necessary to formally transfer such rights to Catalis. Customer shall promptly notify Catalis in writing if it becomes aware of any violation, infringement, or unfair competition related to the Catalis Intellectual Property. Customer agrees to allow Catalis full access to all relevant hardware, software, and material to determine compliance.

11.2. Customer Ownership. As between Catalis and Customer, Customer shall be the sole owner of all right, title, and interest in and to all Customer Materials. Catalis hereby irrevocably grants, transfers, and assigns to Customer, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which Catalis may have or acquire, by operation of law or otherwise, in and to any or all of the Customer Materials. Catalis further hereby irrevocably transfers and assigns to Customer any and all moral rights Catalis may have in such Customer Materials, and hereby forever waives and agrees never to assert any moral rights it may have or obtain, during or subsequent to the termination or expiration of this Agreement. Catalis shall, at the request of Customer, execute any and all documentation necessary to formally transfer such rights to Customer.

12. Support and Maintenance Services.

12.1. Scope and Definitions. Catalis shall provide maintenance and support services reasonably necessary to ensure that the Services operate in conformity with Functional Specifications and the documentation as described in this Agreement. The following terms shall apply to this section 12.

12.1.a. Critical Defect. An Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.

12.1.b. Non-Critical Defect. A defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.

12.1.c. Telephone Support. The provision of general information and diagnostic advice and assistance concerning the use and operation of the Software and Catalis Deliverables via telephone. Telephone support is intended to be used by a limited number of people designated by Customer to communicate with Catalis about defects or problems. It is not a substitute for training of personnel by Customer.

12.1.d. Basic Maintenance Period. The Basic Maintenance Period is from Monday through Friday of each week, Eastern Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day / Indigenous Peoples' Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day. Hours of operation are as set forth in the Order Form.

12.2. Covered Maintenance.

12.2.a. General. Maintenance services and telephone support will be performed by Catalis during the Basic Maintenance Period. Maintenance services do not include Customer's costs necessary to access the Services.

12.2.b. Upgrades. Customer will receive all updated, patches and enhancements to the Services (except any New Product), including all related update releases and associated documentation.

12.2.c. Online Support and Telephone. Telephone support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and (iv) non-chargeable user error remedies. Remote diagnostics equipment is required at Customer locations for remote support, which equipment is to be obtained by Customer at its sole expense. Catalis may choose to request a copy of the client database to load in Catalis' offices in an attempt to either recreate the process or run the application to complete a process if time is of the essence.

12.2.d. Exclusions. Maintenance services do not include maintenance required by: (i) operator error or improper operation or use of the Services by Customer; (ii) modifications, repairs, or additions to the Services performed by persons other than



Catalis, or damage to Services by Customer's employees or third persons; or (iii) training services. Any maintenance service or related service or training other than the maintenance services described above will be charged at Catalis' then current billable call maintenance rates in effect.

12.2.e. **Billable Call Maintenance.** Any maintenance service or related service or training other than covered maintenance services will be charged at Catalis' then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the Customer's site, Customer will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare, meals, lodging, and similar expenses; provided, however, that, in the event Customer is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by Catalis.

13. Subscription TERM, Termination AND Expiration.

13.1. **Term; Renewal.** The initial term ("Initial Term") of this Agreement is specified in the Order form and shall commence on the Effective Date. The term of this Agreement shall automatically renew for the same period as the Initial Term unless either Party gives the other Party not less than one-hundred and eighty (180) days prior to the conclusion of the then current term of Agreement of its decision to not allow the Agreement to renew.

13.2. **Termination for Breach.** In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon sixty (60) days prior written notice to the other in the event of the other's failure to cure a material breach within thirty (30) days after receipt of the terminating Party's written notice of default concerning the same.

13.3. **Termination for Non-payment.** Catalis may terminate Customer's subscription to the Catalis Deliverables for Customer's non-payment of any fees due to Catalis if Customer does not cure any such default within ten (10) days after notice is given to Customer.

13.4. **Effect of Termination.** Upon termination or expiration of the Agreement, Customer shall discontinue all use of the Services and shall immediately return to Catalis all copies of the Software and Catalis Deliverables and all other materials which contain any Confidential Information of Catalis in Customer's possession or control. Customer shall also permanently delete all copies of all such items residing in Customer's on or offline computer memory. Catalis shall be entitled to enter into any location controlled by Customer to repossess and remove all Software, Catalis Deliverables, documentation and any other Confidential Information of Catalis. Customer shall, within five (5) days following the effective date of termination or expiration of Customer's subscription, certify in writing to Catalis, by an executive officer of Customer, that all copies of the Software, Catalis Deliverables and all documentation and any other materials required to be returned to Catalis or to be deleted have been returned or deleted as appropriate.

13.5. **Customer Data Portability and Deletion.** Upon request by Customer made within 30 days after the effective date of termination of a Statement of Work, Catalis will make Customer Data available to Customer. After such 30-day period, Catalis will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in Catalis systems or otherwise in Catalis possession or control, unless legally prohibited.

14. Excusable Delays.

Notwithstanding any other term or provision of this Agreement, Catalis shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of Catalis, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

15 .Limitation of Liability.



IN NO EVENT SHALL CATALIS' AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE SUBSCRIPTION FEES PAID BY CUSTOMER TO CATALIS DURING THE SIX (6) MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

16. Limitation on Damages.

NEITHER PARTY SHALL BE LIABLE IN ANY EVENT TO THE OTHER PARTY FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE.

17. Allocation of Risks.

CUSTOMER UNDERSTANDS AND AGREES THAT THE FEES CHARGED BY CATALIS SPECIFICALLY REFLECT THE ALLOCATION OF RISKS AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS AGREEMENT.

18. Miscellaneous Provisions.

18.1. ARBITRATION. UPON THE DEMAND OF EITHER PARTY (UNLESS PROHIBITED BY APPLICABLE LAW), ANY ACTION OR PROCEEDING SEEKING TO ENFORCE OR TO INTERPRET ANY PROVISION OF THIS AGREEMENT OR ANY RIGHT OR OBLIGATION, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY RIGHT OR OBLIGATION, OF ANY PARTY UNDER OR PURSUANT TO THIS AGREEMENT OR ARISING OUT OF CATALIS' RELATIONSHIP UNDER THIS AGREEMENT WITH CUSTOMER, SHALL BE DETERMINED EXCLUSIVELY BY ARBITRATION CONDUCTED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, HOWEVER, THAT ARBITRATION SHALL NOT BE REQUIRED IN ANY ACTION OR CLAIM BY A PARTY WHICH INCLUDES A REQUEST FOR INJUNCTIVE, EQUITABLE, OR OTHER EMERGENCY RELIEF.

18.2. Binding upon Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

18.3. Severability. If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

18.4. Entire Agreement. This Agreement, together with the Schedules and/or Addendum(s), constitutes the entire understanding and agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms of this Agreement. This Agreement may be executed electronically and in any number of counterparts, which will constitute one and the same agreement.

18.5. Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach or default shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision shall not be construed as or constitute a waiver of the right of such Party to subsequently enforce such provision.

18.6. Notices. Whenever any Party desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by delivery service, over-night delivery service or facsimile (followed by another permitted form of delivery) and addressed to the recipient Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt. Any Party may change its address for such communications to another address in the United States of America by giving notice of the change to the other Party in accordance with the requirements of this section 18.6.



18.7. Choice of Law; Construction of Agreement. This Agreement will be construed under the laws of the State of Georgia, exclusive of its conflicts of laws, principles, and has been negotiated by the respective Parties and the language shall not be construed for or against any Party. The titles and headings are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

18.8. Further Assurances; Cooperation. Each Party shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described in and contemplated by, and to carry into effect the intents and purposes of this Agreement.

18.9. Non-Solicitation. For a period ending two (2) years following the date of termination or expiration of this Agreement, Customer shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of Catalis who has been directly or indirectly involved in the development, licensing, installation, or support of any Catalis software product.

18.10. Independent Contractor Status. It is the intention of the Parties that their relationship is that of independent contractor and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties. Neither Party has any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. Catalis shall be entitled to list Customer in any designation of its customers in advertising or other published materials of Catalis.

18.11. Publicity. Catalis may list Customer as a user of the Services on its website, in press releases and in other promotional materials after the acceptance of the Services. The Parties will cooperate to produce case studies or testimonials or other public announcements relating to the subject matter of this agreement and the relationship between the Parties and the Parties will not unreasonably withhold or delay their consent.

18.12. No Third-Party Beneficiary Rights. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any person other than the Parties and their proper successors and assigns, and all terms and provisions shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

18.13. Survival. The provisions of sections 9 through 11 and sections 14 through 18 shall survive the expiration or termination of this Agreement.

18.14. Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals.

18.15. Cooperative Procurement. This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. Catalis reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.



SERVICE LEVEL AGREEMENT AND SUPPORT TERMS

1. DESCRIPTION OF SUPPORT SERVICES

1.1. Support Services

- 1.1.1. During the term of this Agreement, Licensor will provide the services described herein to maintain the Software in good working order, keeping it free from material defects so that the Software shall function properly and in accordance with the accepted level of performance as set forth in this Schedule.
- 1.1.2. Licensor will make available to Customer documentation for how to contact the Support, including a phone number for Customer to call requesting service. The Support Center operates during business hours, 8:00am to 6:00pm local time, Monday through Friday, excluding Holidays.
- 1.1.3. Not covered under Support Services are reported defects caused by customer computers, local environments, networks, or third-party software.

1.2. Customer First Line Support Responsibilities

Customers are required to establish and maintain an internal help desk to provide First Line Support. The Customer must use reasonable effort to document a Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to Licensor concurrently with its notification to Licensor of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to notification to Licensor of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any internal documentation needed to maintain the internal help desk is the Customer's responsibility. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- a. First call response respecting performance, functionality or operation of the system and Software;
- b. Attempt to recreate the reported problem;
- c. Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- d. Document the steps taken by your First Line Support to troubleshoot the problem;
- e. Resolve, when possible, the problems your users have reported.

1.3. Remedial Services

- 1.3.1. Upon receipt by Licensor of notice from Customer through the Catalis Support (via phone, email or through the Customer Support Portal) of an error, defect, or nonconformity in the Software, Licensor shall respond as provided below:

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available. <i>*Support Level 1 issues must be reported via phone</i>	2 business hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure. <i>*Support Level 2 issues must be reported via phone</i>	4 business hours	5 business days
3	You experience a loss of service where non-essential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days
4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at Licensor's discretion at a future date



6	All Feature Requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks, or third-party software.	4 business days	These requests are outside the scope of our support obligations
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1.3.2. Any technical or other issue for which the Customer requests services, but which is not a Defect or Error, shall be treated as a Feature Request for additional services requiring a Professional Services Work Order. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Product shall not be considered a Defect or Error.

- a. Critical Defect: Error in the Services which renders the Services unable to perform a Functional Specification and for which a workaround is not available.
- b. Non-Critical Defect: Defect in the Services that materially impacts the operation of the Services and for which a workaround is not available.
- c. Documented Error: Error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification; or (ii) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the documentation to meet a Functional Specification.

1.1.2. Feature Request:

Definition: Functionality that does not currently exist in the Product. These requests are outside the scope of our support obligations. Licensor will include for consideration in future software releases or provide a billable Professional Services Work Order upon request. Customers may request customizations by submitting a request through the Sales department (sales@catalisgov.com).

1.4. Software Updates

During the term of this Agreement, Licensor will maintain the Software by providing software updates and enhancements to Customer as the same are offered by Licensor to its licensees of the Software ("Updates"). All software updates and enhancements provided to Customer by Licensor pursuant to the terms of this Agreement shall be subject to the terms and conditions of the Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

- 1.4.1. Bug fixes;
- 1.4.2. Enhancements to market data service software provided by Licensor to keep current with changes in market data services or as Licensor makes enhancements;
- 1.4.3. Enhancements to keep current with the current hardware vendor's OS releases, as available from Licensor, provided that the current hardware vendor's OS release is both binary and source-compatible with the OS release currently supported by Licensor; and
- 1.4.4. Performance enhancements to Software.
- 1.4.5. Updates do not include:
 - a. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms; and
 - b. New functions such as (i) new functionality in the market data delivery infrastructure; (ii) new market data feeds; (iii) new applications; and (iv) new presentation tools.

1.5. Services Not Included

Services do not include any of the following: (i) custom programming services; (ii) support of any software that is not Software; (iii) training; (iv) out-of-pocket and reasonable expenses, including hardware and related supplies. Services, as described in this section 1.4, if required by Customer, would be executed via approved Professional Services Work Order.

2. LOCATIONS

The Hosting provider will be specified in the Order Form. For U.S.-based customers, both AWS and Microsoft Azure Government's primary and geo-redundant back-up hosting facilities are located within the Continental United States; Canadian customer hosting locations are based in Canada.

3. RESPONSIBILITIES

Each Service Level Requirement (SLR) set forth in this document identifies key performance measures that will be used to evaluate the Licensor's delivery of the Software and/or service(s). The overriding goal in developing SLRs is to support



the Customer's desire to manage the Licensor's Software and/or service(s) by monitoring and measuring performance against defined SLRs.

In the event of failure to meet an SLR, Licensor shall: (i) immediately take steps to mitigate any harmful effects of such failure within its control, (ii) upon Customer's approval, correct the problem as soon as practicable, (iii) continuously, and when requested by Customer, advise Customer of the progress and status of remedial efforts being undertaken with respect to such problem, and (iv) demonstrate to Customer that all reasonable action has been taken to prevent a recurrence of the immediate failure.

If Licensor fails to achieve SLRs twelve (12) or more times in any rolling six (6) month period, Licensor shall be deemed to be in default of the Agreement.

SLR Type	SLR Name	Performance Target	Measurement Period
Response Time	E-mail and voicemail response rate	98% of e-mails and voicemails for Services Level 1 & 2 issues received by service desk responded to within 4 business hours	Monthly
Performance	System Performance	98% of web requests receive server responses within 500ms of the request arriving at the server	Monthly
Availability	Uptime / Availability	99.9%	Monthly
Scheduled Downtime	System Availability	≤8 hours scheduled down time per month (per component)	Monthly
Recovery Time Objective (RTO) and Recovery Point Objective (RPO)	Recovery Time and Data Recovery	≤8 hours with ≤1 hour of data loss	Designated recovery period following a disaster
Semi-Annual Disaster Recovery (DR) Test	Semi-Annual DR Test	Semi-annual DR test completed	Semi-annual



SCHEDULE A: SOFTWARE DESCRIPTION AND SCOPE OF USE

This section provides a description of the Software Services being offered; however, it is understood that detailed Functional Specifications will also be available in separate Documentation provided for guidance on product functionality and usage.

CMS360

The CMS360 Case Management System, e-Payments and Performance Center has been selected by Franklin Municipal Court as the platform to migrate to from their current CTRIS Court Case Management System. CMS360 is an integrated case processing and document management application designed to streamline court operations. It features robust case searching, customizable public search options, and dashboards for various user roles. The application supports multitasking with tabbed browsing and ensures security through role-based access and detailed audit features. Streamlining is achieved through wizards and workflows, and scheduling capabilities include events, alerts, and triggers. CMS360 offers a comprehensive solution for efficient and organized case management.

MEMORANDUM

Department of Administrative and Financial Services
Bureau of General Services
Division of Purchases

9 March 2006

To: Martin R. Hahn, President
ICON Software Corporation
3453 Lawrenceville-Suwanee Rd., Suite A
Suwanee, GA 30024

Tom Windsor
Oxford County Probate Court
PO Box 179
South Paris, ME 04028

Subj.: EXECUTED AGREEMENT AND RELATED DOCUMENTS

I'm pleased to offer each of you an executed copy of the Memorandum of Understanding (MOU) between the State of Maine and ICON Software for the purposes of allowing the county probate courts in Maine an opportunity to purchase services.

It's the understanding of the State of Maine that any immediate next steps would take place between ICON and the various county probate courts in arranging the various agreements identified in Rider A of the MOU. We leave that work to folks other than the state and our departments and agencies.

As these agreements are executed, each county is reminded that it will become necessary to also execute an Agreement to Limit Liability between that county and the State of Maine. We leave it to the county to decide who may be the appropriate signatory of that document. We would appreciate being informed of any subsequent agreements as these take place since these would "trigger" the liability limitation agreement.

On behalf of Commissioner Wyke, I want to commend all concerned for their dedication and perseverance in this matter.

F. Gerard Nault
Director of Services Procurement
Division of Purchases
State of Maine



enclosure

Memorandum of Understanding

Between the
STATE OF MAINE

Department of Administrative and Financial Services, Bureau of General Services
And
Icon Software Corporation

THIS MEMORANDUM OF UNDERSTANDING (MOU), made this 1st day of February, 2006, is and between the State of Maine, Department of Administrative and Financial Services, hereinafter called "Department," acting as purchasing agent for the Maine Probate Courts, hereinafter called "Courts," and Icon Software Corporation, located at 3453 Lawrenceville-Suwanee Rd, Suite Suwanee, GA 30024, telephone number (678) 714-8778, hereinafter called "Provider", for period ending December 31, 2010 to allow County Probate Courts in Maine to purchase, singly otherwise, products and services specified within.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Courts, the Provider hereby agrees to furnish qualified personnel, facilities, materials and services and in consultation with the individual Probate Courts, to perform the services, study or projects described in Rider A, and under terms of this MOU. The following riders are hereby incorporated into this Memorandum of Understanding and made part of it by reference:

Rider A - Specifications of Work to be Performed

Rider B - Payment and Other Provisions

Rider C - Exceptions to Rider B

Rider D - A copy of the RFP as submitted for work to be performed in detail

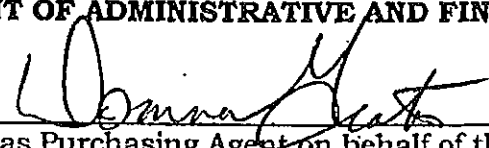
Rider E - Discounts available with this Memorandum of Understanding

Rider F - Service Agreement to be executed by each County

IN WITNESS WHEREOF, the Department, acting as purchasing agent on behalf of Courts, and the Provider, by their representatives duly authorized, has executed this MOU in three (3) original copies.

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

By:

 3/8/06
Acting as Purchasing Agent on behalf of the Maine Probate Courts
Domna Giatas, Deputy Commissioner

And

ICON SOFTWARE CORPORATION

By:

 3-6-2006
Martin R. Hahn, President

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. The Memorandum of Understanding

This Memorandum of Understanding is for a period ending 31 December 2010 from the date of execution of this MOU to allow each county to purchase the software and services as defined in Rider D from ICON without further competition. Therefore the Provider, as selected by the submission of a response to the RFP for *Probate Court Case Management Software and Services*, may be used to provide the products and services as listed in the RFP for the duration of this MOU

At any time during this MOU, the Department, Provider and Courts may mutually agree to extend this Memorandum of Understanding for an additional period of time to allow each county additional time to purchase software and services without further competition.

2. The Service Agreement

By means of a Service Agreement executed with each participating Court, the Provider agrees to provide software and services to Courts, including a Probate Court case Management Docketing System with integrated imaging software, web-hosting services as listed in Schedule G of the RFP. Software and Services requested by Courts are listed in the response to the scope of work as listed in Section E, Pages 11-17 of the RFP.

3. The Maintenance and Support Services Agreement

In addition to the Service Agreement identified above, each Court will execute a Maintenance and Support Services Agreement with the Provider to define how data will be managed, how subscription services will be administered, what common field names and codes will be maintain in all counties, and how requested changes and additions will be submitted to ICON and by whom.

4. Disclaimer

This MOU is not intended, and is not to be construed, to obligate the Department to expend any state funds. The Courts are solely responsible for the cost of products and services acquired pursuant to a Service Agreement or Maintenance and Support Services Agreement and the Provider shall look solely to Courts for the cost of such products and services.

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. Invoices and Payments

The Courts will pay the Provider as follows:

Payments to Icon Software will be made under Net 30 day terms on each invoice submitted for software and services. For each individual; financing may be arranged with Icon Software to make equal monthly payments of 24 or 36 months. Payment terms exceeding 36 months will be considered on an individual basis and will not be eligible to receive discounts on items lists in Section G of Rider D. Payments for services rendered will be paid on a per county per service basis and shall become due upon completion of the requested services listed in the RFP. Payment by each county will be in accordance with the schedule listed in Section G of Rider D if each county is installed and trained independently of each other county as listed in Section G of Rider D. In the event that two (2) or more counties choose to install and train in coordination with each other, discounts for services will be provided based upon geography and are listed in Rider E. These discounts will apply to costs as listed in Section G of Rider D.

Payments are subject to the Provider's compliance with all items set forth in this Memorandum of Understanding and any following Agreements entered into by Courts and subject to the availability of funds. Each Court will process approved payments within 30 days.

2. Benefits and Deductions

If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Court, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to County employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, may be filed by the County with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

3. Independent Capacity

In the performance of this Memorandum of Understanding and any following Agreements, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State or Courts.

4. The Courts' Representative

The Agreement Administrator may be the Courts' representative during the period of this MOU and as described in any following Agreements. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to Courts when payments under any Agreements are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Registrar of Probate in that county.

5. Agreement Administrator

All progress reports, correspondence and related submissions from the Provider shall be submitted to an individual identified in the separate Agreements executed by a Court and Icon Software Corporation. Should there be a need to amend this Memorandum of Understanding on behalf all the Courts, it would originate with the Department of Administrative and Financial Services, acting in its role as the Purchasing Agent.

6. Changes in the Work

The Courts may order changes in the work as defined in the Agreement to Purchase Services and Maintenance and Support Service Agreements, the respective Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties. Said amendment must be effective prior to execution of the work.

7. Subletting, Assignment or Transfer

The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Memorandum of Understanding or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Department. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this MOU.

8. Equal Employment Opportunity

During the performance of this Memorandum of Understanding, the Provider agrees as follows:

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Memorandum of Understanding because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this MOU, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this MOU a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Provider shall inform the contracting Courts Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, and Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this MOU so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. Employment and Personnel

The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Memorandum of Understanding, any other personnel who are or have been at any time during the period of this MOU in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this MOU any retired employee of the Department who has not been retired for at least one year, without the written consent of the Department. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this MOU so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. State Employees Not to Benefit

No individual employed by the State at the time this Memorandum of Understanding is executed or any time thereafter shall be admitted to any share or part of this MOU or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this MOU is executed or any time thereafter shall be admitted to any share or part of this MOU or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the Department. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this MOU so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Warranty

The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Memorandum of Understanding and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this MOU. For breach or violation of this warranty, the Department of Administrative and Financial Services shall have the right to annul this MOU without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. Access to Records

The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Memorandum of Understanding and make such materials available at its offices at all reasonable times during the period of this MOU and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by Courts or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

13. Termination

The performance of work under the Memorandum of Understanding, Services Agreement and any Maintenance and Support Services Agreement may be terminated, respectively, by the Department or Courts in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of the Courts. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Services Agreement and Maintenance and Support Services Agreement is terminated and the date on which such termination becomes effective. Any such terminated Agreement shall be equitably adjusted to compensate for the termination, and modified accordingly.

14. Governmental Requirements

The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.

15. Governing Law

This MOU shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this or any following Agreements shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

16. State Held Harmless

If a third party brings a claim against the Department or Courts for bodily injury (including death) to persons or physical damage to tangible personal property or real property or for a violation or infringement of any copyright or trademark for which Provider is legally liable, Provider will defend the Department or Courts against such claim at its expense and pay all costs, damages and attorney's fees that a court finally awards or that are included in a settlement approved by Provider, provided that the Department or Courts:

1. promptly notifies Provider in writing of the claim; and
2. allows the Provider to control, and cooperates with Provider in, the defense and any related settlement negotiations.

17. Limitation of Liability

Circumstances may arise where, because of a default on Provider's part or other liability, the Courts is entitled to recover damages from Provider. In each such instance, regardless of the basis on which the Courts is entitled to claim damages from Provider (including breach, negligence, misrepresentation, or other contract or tort claim), Provider is liable for no more than:

1. damages for violation or infringement of any copyright or trademark;
2. damages for bodily injury (including death) to persons and damages for physical injury to tangible personal property or real property; and
3. the amount of any other actual direct damages up to the greater of \$500,000 or three times the value of the Product or Service that is the subject of the claim, up to a maximum of \$25,000,000. For example, if the Product or Service that is the subject of the claim was valued at \$15,000,000, the Provider would be liable for no more than \$25,000,000. For purposes of this subsection, the term "Product" includes Materials, Machine Code and LIC.

This limit also applies to any of Provider's subcontractors and program developers. It is the maximum for which Provider and its subcontractors and program developers are collectively responsible.

Items for which Provider is Not Liable:

Under no circumstances is Provider, its subcontractors, or program developers liable for any of the following, even if informed of their possibility:

1. loss of, or damage to, data;
2. special, incidental, or indirect damages or for any economic consequential damages; or
3. lost profits, business, revenue, goodwill, or anticipated savings.

18. Notice of Claims

The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Service Agreement or Maintenance and Support Services Agreement or which may affect the performance of duties under the Service Agreement or Maintenance and Support Service Agreement (any following Agreement), and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to any following Agreement or which may affect the performance of duties under any following Agreement.

19. Liability Insurance

The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by the MOU or any following Agreement with adequate liability coverage to protect itself, the Department and the Courts from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of the MOU or any following Agreement, the Provider shall furnish the Department and Courts with written or photocopied verification of the existence of such liability insurance policy.

20. Non-Appropriation

Notwithstanding any other provision of this MOU or any following Agreement, if the Court does not receive sufficient funds to fund any following Agreement and other obligations of the County, if funds are de-appropriated, or if the County does not receive legal authority to expend funds, then the Court is not obligated to make payment under this Agreement.

21. Severability

The invalidity or unenforceability of any particular provision or part thereof of this MOU shall not affect the remainder of said provision or any other provisions, and this MOU shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

22. Integration

All terms of this MOU or any following Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order and any following Agreement.

23. Force Majeure

The Courts may, at its discretion, excuse the performance of an obligation by a party under this MOU or any following Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Court

may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this MOU or any following Agreement.

24. Entire Agreement

This document contains the entire agreement of the parties, and none of the parties shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this MOU or any following Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this MOU or any following Agreement, or to exercise an option or election under this MOU or any following Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this MOU or any following Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under this MOU or any following Agreement or at law.

RIDER C

No Exceptions to this Memorandum of Understanding.

Request for Proposal

Response to RFP
For a Probate Court Case Management
And Docketing System In the State of Maine

Deadline: July 22, 2005
2:00pm EST

Marty Hahn, President
Icon Software Corporation
3453 Lawrenceville-Suwanee Rd, Suite A
Suwanee, GA 30024
678-714-8778 Telephone
678-714-7808 Fax
mhahn@iconsoftware.net



678-714-8778 Phone
678-714-7808 Fax
800-428-4855 Toll Free Support
866-501-ICON Toll Free Sales

Icon Software Corporation
3453 Lawrenceville-Suwanee Road
Suite A
Suwanee, Georgia 30024

July 14, 2005

Division of Purchasing
Burton M Cross Office Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

Re: Proposal for Probate Court Hardware/Software Functions

To Whom It May Concern:

Enclosed are one (1) original copy and five (5) copies of our proposal to the State of Maine request for a Proposal for Probate Court Hardware/Software Functions. On the pages to follow you will find a Table of Contents, Glossary of terms and Abbreviations, Executive Summary, Vendor Information, Personnel Resumes, Requirements Response Matrix, and Cost Proposal with a Detailed Bill of Materials. Additional Exhibits are attached and will be definitively referenced in appropriate sections of this proposal.

For the duration of this proposal, Marty Hahn shall serve as the vendor representative to the State of Maine for Icon Software Corporation. I have read the entire Request for Proposal, and I understand and agree to all terms stated therein.

Sincerely,

Marty Hahn
President
Icon Software Corp
mhahn@iconsoftware.net

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Section I: Glossary of Terms and Abbreviations

Court Innovations™	Icon Software Corp's family of software solutions brand name.
FlexFlow™	Icon Software Corp's brand name for its flexible document workflow process.
RAID5	Server storage method used for data and images.
Mirror	An identical server configuration with identical data.

Section B: Executive Summary

- The current solutions in the State of Maine are a mixture of systems lacking integrated functionality throughout the Probate Court System. Additionally, search and retrieval of data and images by staff and by the court's constituency is not currently provided using the current database system.

Icon Software Corporation provides in this proposal the best business case to streamline the State of Maine Probate Court case management and document workflow. Additionally, our approach provides the Probate Courts with a maximum return on investment.

Workflow and Integration

Icon Software Corporation's Court Innovations™ Probate Court Case Management solutions provide all the tools necessary to maximize efficiency in the State of Maine Probate Courts. Our flexible workflow design allows the customer to define their business practices and workflow to accommodate growth and departmental changes in order to process court records accurately and to ensure efficiency from filing to disposition. Icon Software Corp software is a modular solution with integration throughout the Microsoft SQL 2000 datasets. Additionally, Probate Courts in smaller counties may utilize Microsoft's MSDE platform for SQL which has no license fees for its use.

Case Management:

Our case management consists of Probate Case Management for both formal and informal probate of Estates, management of Conservatorships, Guardianships, Trusts, Civil Adoptions, Termination of Parental Rights, and Mental Health. Integrated imaging of individual filings/proceedings is included which eliminates the need to purchase a third-party imaging system. Images are stored as TIFF Group-4 in a non-proprietary format. Financial Management of court records for filing fees, copies, payments; and more is integrated with our software modules. Icon Software provides XML integration to QuickBooks Pro which allows for the posting of fines and fees to a full accounting system. Attached to the end of this proposal, you will find product cut-sheets giving detailed product information.

Reporting:

Many reports come standard with each software module. Some of the reports available include daily accounting reports, pending case reports, delinquent inventory reports, delinquent accounting reports, decedent name indexes, minors approaching 18 years old, attorney case reports, hearing calendars, notices, and more.

Public web-based search is a Microsoft .NET-based product to search for probate case records. Public search allows for a wildcard searches to expand search results. Searches can be refined to include name, fiduciary, attorney, AKA, a date or range of dates for date of birth and date of death, domicile at death, city, and a system-wide name search.

Services

Icon Software Corporation will provide the State of Maine Probate Courts with a list of recommended hardware to bring this proposal to fruition and operational in the recommended hardware environment. The proposed software is scalable in a Windows 2000 server environment.

Installation, training, and ongoing support will be provided before, during, and after implementation as detailed in the cost proposal section of this RFP.

Distinguishing Factors

There are many factors which separate Icon Software Corporation from other vendors:

- Established in 1984, we provide a mature software solution to the courts. Additionally, this provides our customers with a highly experienced staff to help improve efficiency within their court.
- In addition to the court software knowledge provided with our software, our tech support staff is very knowledgeable with respect to hardware and networking. This allows ICON to assist you with any third-party hardware-software conflicts to provide you with resolution to issues expediently.
- Our flexible workflow design and modular design allows for a scalable product solution and the ability to accommodate changes in workflow and office staff assignments.
- Many providers of court case management software will lead you to believe that their court management software can manage a criminal court, a civil court, a traffic court, and a probate court using one program by simply changing the name at the top of the program. Icon Software Corp provides software to each of the abovementioned courts and has done so for more than twenty years. However, our Court Innovations™ Probate Court family of software products is designed specifically for the Probate Courts. Our Probate Court Case Management is an extensive software package for the probating of wills, administration of decedents' estates, overseeing testamentary, managing trusts, determining title to real and personal property, terminating parental rights, granting and recording adoptions, appointing guardians, appointing conservators of the person and the state of incapable individuals, managing mental health cases and the commitment of chemically dependent individuals to a facility.
- Icon Software Corp has reliable software in 120+ county and municipal agencies.

Section C: Vendor References

This lists 10 references using Probate Court Case Management. Provided is a cross-section of counties varying in size from very small to very large as would be the situation in the State of Maine.

Beaufort County Probate Court, Beaufort, SC (large)
Honorable Frank Simon, Judge of Probate
102 Ribaut Rd
Beaufort, SC 29902
(843) 470-5319

Bernalillo County Probate Court, Albuquerque, NM (large)
Honorable Merri Rudd, Probate Judge
One Civic Plaza NW
Albuquerque, NM 87102
(505) 768-4247

Bulloch County Probate Court, Statesboro, GA (medium)
Patricia Lanier, Chief Clerk
PO Box 1005
Statesboro, GA 30459
(912) 489-8749

Dodge County Probate Court, Eastman, GA (small)
Honorable John Kelly, Judge
5401 Anson Ave
Room 100
Eastman, GA 31023
(478) 374-3775

Georgetown County Probate Court, Georgetown, SC (medium)
Honorable Waldo Maring, Judge of Probate
715 Prince Street
Room #226
Georgetown, SC 29440
(843) 545-3077

Greenwood County Probate Court, Greenwood, SC (medium)
Ms. Kim Russell, Chief Deputy
Greenwood County Courthouse
Greenwood, SC
(864) 942-8622

Lancaster County Probate Court, Lancaster, SC (medium-large)
Honorable Sandy Estridge, Judge of Probate
116 West Dunlap St
Lancaster, SC 29720
(803) 283-3379

Marlboro County Probate Court, Bennettsville, SC (small)
Honorable P. Mark Heath, Judge of Probate
105 E. Main St
Bennettsville, SC 29512
(843) 479-5610

Montgomery County Probate Court, Montgomery, AL (large)
Honorable Reese McKinney Jr., Judge of Probate
Bert Estes, Chief Clerk
100 S. Lawrence Street
Montgomery, AL 36104
(334) 832-1233

Saluda County Probate Court, Saluda, SC (small)
Honorable Margaret Upchurch, Judge of Probate
100 E. Church Street
Saluda, SC 29138

Section D: Icon Software Corporation Present Organizational Structure

Resumes of Personnel

At the present time, Icon Software Corporation is governed by a Board of Directors and a Software Advisory Board. The Board of Directors is comprised of five members: three members are involved in the daily operations of the Company and two members are at-large members from various industries. The board maintains a three year plan for the activities of the Company and acts as the primary fiduciary of the Company. The Icon Software Advisory Board (ISAB) is comprised of ten customers and two employees of Icon Software. The ISAB meets to review Icon Software Corp software products. ISAB reports its recommendations based upon familiarity as a user and the opinions of users in order to improve existing software and provide improved software to all current users and future users.

Vendor Qualifications

Project Team Members, Resumes, and Project Manager Qualifications

Project Manager:

Marty Hahn, President – A graduate in Computer Sciences from the University of Georgia in 1983, Marty has been working with courts since 1984. He has twenty plus years of experience providing software solutions and support to the courts. He was the original developer of all software for Icon Software Corporation. A development staff has taken over these duties, and Marty now concentrates on management of Icon Software's development staff and sales staff and provides project management for product implementation. Marty has been successfully automating and managing projects of all sizes from one user in a small county to over 120 users in counties such as Athens-Clarke County, GA operating on a county-wide WAN with access by the public and most county departments such as tax appraiser, tax assessor, sheriff, magistrate, district attorney, solicitor, and judges.

Assistant Project Manager and Conversion Manager:

David Heifetz, Tech Support Manager – A graduate in engineering from Georgia Tech, David was formally in tech support with Peachtree Accounting, a national provider of accounting solutions. David has been working for Icon Software Corp since January 1999 and has more than six (6) years of experience in county government software in the conversion, training, and support department. David oversees the technical support department of Icon Software Corp and assists with corporate project management. David will provide assistance to the project manager and Quality Assurance testing on the conversion data.

Lead Trainer and Implementation Support

Darian Morris, Level II Tech Support – A graduate of Gwinnett Tech, Darian was formally a computer technician for Best Buy national computer support. Darian has been a technical support team member with Icon Software for more than four (4) years. Over the last few months, Darian has been the lead support technician upgrading current customers from our previous deed software model to our newest versions. Darian also was project lead in bringing our 65+ Criminal and Civil Case management Customers in compliance with new laws prior to deadlines.

Assistant Trainer and Implementation Support

Casey Canup, Tech Support – Casey has been a technical support team member with Icon Software Corp for about 3 years. Casey has assisted in the configuration and training of many of our design installations and has recently been lead tech on several projects.

Development

Richard Watts, Lead Developer Case Management and Web – Richard is the lead developer for all case management software and web-based searching at Icon Software Corp. Richard will provide modifications necessary to meet any necessities of the Requirements Matrix, and he will provide additional development for any customer specific items as contracted.

Account Representative

Tom Gattone is the account representative for this territory. Tom will be a liaison between ICON and the Probate Courts to assure customer satisfaction in all areas of services provided. Tom has been in county government sales for over 11 years.

Section E: Responses to Scope of Work

Docket System

1. Data that is already stored in the current systems using Microsoft FoxPro, Access, and Excel will all be converted as part of the implementation of this Request for Proposal.
2. The proposed system complies with rule 79 of the Maine Rules of Probate Procedure.
3. Searches are available by name, fiduciary, proceeding, date of birth, date of death, by domicile, residence, and attorney as required.
4. The index tracks AKA, FKA, and others as required.
5. The system allows docket information to be sealed and expunged from the Probate records.
6. Orders will be fully available to the user via mail merge capability between all ICON applications and Microsoft Word.
7. Icon Software applications have integrated accounting. Additionally, fees collected can be further integrated into QuickBooks Pro 2004 or higher using our XML integration.
8. A full calendar and day planner is integrated into our Probate Case Management system for office calendars and appointments. Additionally, each court may define "tickers" and "triggers" for events.
9. All proceedings can be defined in our admin section for uniform data entry of information in into the proceedings and case types. All items that have drop down capability can be defined by the user.
10. Data is stored locally and replicated daily off-site for disaster recovery and additional off-site backup.
11. Insert, update, delete can be controlled at the user level

Document Management

1. Dockets are scanned at the time of filing and are stored at the proceeding level. Individual documents may be blocked from public view upon user request.
2. Mail merge to any document can be accomplished.
3. Tiff-to-film services are available. Images can be placed in a formatted location for copy to CD, DVD, or FTP to have microfilm prepared. Cost of film services is additional and can be estimated at approximate 3.5 to 5 cents per images.
4. Internet and Intranet viewing of data and images is available. Accounts for each user can determine the viewing ability of images.
5. e-filing, e-recording, and e-payment are all available from Icon Software for future enhancement.
6. Data and images are fully integrated and no third party license fees are needed.
7. the county will own all data and images. Images are stored in a non-proprietary TIFF Group-4 format.

Standard Agreement

All work performed will be in accordance with the State of Maine Agreement to Purchase Services. Icon Software agrees to complete this agreement and sign upon award of the proposal.

Web-Hosting and Disaster Recovery

Icon Software provides as part of this proposal an off-site data storage facility for a replicated copy of data and images for disaster recovery and web access.

Accounts will be set up for access by each court to all data stored for each county using ICON. Accounts can be set up for public access for paid access to Probate Court data. A one-time setup fee, flat-fee billing, or usage billing may be setup based upon the desires of the Probate Courts.

Additional Features Matrix as provided by ICON:

Records Management Specifications
PROBATE CASE MANAGEMENT

ITEM	SYSTEM REQUIREMENT	YES	NO	MODIFY	COMMENT
1	System must provide for both formal and informal probate of estates	YES			
2	System must provide for cases filed for conservators, guardianships, and trusts	YES			
3	System must provide for cases filed for adoptions and termination of parental rights with proper security	YES			
4	System must provide for Mental Health case management with proper security	YES			
5	System must provide user-definable "ticklers" based upon events	YES			
6	System must provide integrated imaging with ability to link documents at the filing/proceeding level	YES			
7	System must provide a master name table for easy data entry	YES			
8	System must be able to generate all probate forms and notices using Microsoft Word and "mail merge"	YES			
9	System must allow user to modify forms and notices as necessary as well as create additional forms and notices	YES			
10	System must have a web-based search for public access	YES			
11	System must provide for security to allow certain documents to be hidden from public search	YES			

AUTHORIZED EXTENSION
of a
Memorandum of Understanding
between the
STATE OF MAINE
Department of Administrative and Financial Services/Probate Court System
and
Icon Software Corporation

THIS AGREEMENT, made this 2nd day of ~~December, 2009~~ ^{March, 2020}, is by and between the State of Maine Probate Court System, hereinafter called "Courts", and Icon Software Corporation, located at 3453 Lawrenceville-Suwanee Road, Suite A, Suwanee, Georgia, 30024, telephone number (678) 714-8778, hereinafter called "Provider".

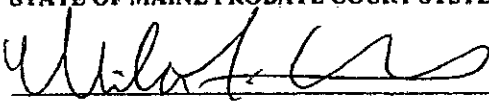
WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Courts, the Provider hereby agrees with the Courts to furnish all qualified personnel, facilities, materials and services and in consultation with the individual County Probate Courts, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

Rider A- Specifications of Work to be Performed

Rider B- Service Level Agreement

IN WITNESS WHEREOF, the Courts, and the Provider, by their representatives duly authorized, have executed this Extension in two (2) original copies.

STATE OF MAINE PROBATE COURT SYSTEM


By: Miles C. Hunt, Esq.
Acting as Agreement Administrator

and

ICON SOFTWARE CORPORATION


By: Martin R. Hahn, President

Total Agreement Amount: \$0.00 (zero) – This extension of an existing MOU creates a framework under which individual County Probate Courts with the State of Maine can purchase the specified products and services from the Provider.

County Name	Annual Cost
Androscoggin	\$ 2,550.00
Aroostook	\$ 2,916.00
Cumberland	\$ 3,760.00
Franklin	\$ 2,550.00
Hancock	\$ 2,550.00
Kennebec	\$ 3,050.00
Knox	\$ 3,050.00
Lincoln	\$ 1,880.00
Oxford	\$ 3,050.00
Penobscot	\$ 3,050.00
Piscataquis	\$ 2,420.00
Sagadahoc	\$ 2,240.00
Somerset	\$ 2,420.00
Waldo	\$ 3,050.00
Washington	\$ 2,420.00
York	\$ 3,760.00
<i>Possible Annual Total:</i>	\$ 44,716.00
<i>Possible Grand Total over Five Years</i>	\$ 223,580.00

5. SUBSEQUENT MAINTENANCE AND SUPPORT SERVICES AGREEMENTS.

In addition to the Service Level Agreement identified above, each County Probate Court will execute a Maintenance and Support Services Agreement with the Provider to define how data will be managed, how subscription services will be administered, what common field names and codes will be maintained in all counties and how requested changes and additions will be submitted to Icon Software Corporation and by whom.

6. DATA AND IMAGE OWNERSHIP AND CONFIDENTIALITY.

At all times during and after the execution of this MOU, and for the purposes of this MOU, the data and images contained within the EZ-Filing.net system and related Case Management System are to be considered the sole property of the individual State of Maine County to which the data and images pertain. For the purposes of this MOU, the data and images contained within the aforementioned systems shall be considered confidential and not be transferred or released in any way by the Provider to a third party, unless the County in question gives express, written permission to do so.

7. INCORPORATION OF PRECEDING MOUs.

MOU #20120221 and MOU # 306045 for *Probate Court Case Management Software and Support* is hereby incorporated by reference and extended into this Agreement. Due to the integrated relationship between the two applications, MOU #306045 is hereby extended accordingly with the term of MOU #20120221 as well as this optional renewal period. Any costs associated with each individual County's continued use of the *Probate Court Case*

RIDER B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "Agreement") is effective as of January 1, 2020 (the "Effective Date").

BETWEEN: **Icon Software Corporation** (the "Service Provider"), a corporation organized and existing under the laws of the State of Georgia, with its head office located at:

3453 Lawrenceville-Suwanee Rd.
Suite A
Suwanee, GA 30024

AND: _____ **County Register of Probate** (the "Client"), a government agency organized and existing under the laws of the State of Maine, with its head office located at:

(Address of Client)

RECITALS

This Agreement sets forth the terms and conditions under which Service Provider will provide Client with certain services both remotely and on specified Client premises (hereinafter referred to as the "Client Provided Network Location(s)" and identified in Exhibit A. The Client and Service Provider will hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

WHEREAS, Service Provider has created and implemented for Client certain software Icon Software Probate Case Management and MaineProbate.net (hereinafter referred to as the "Covered Software" and identified in Exhibit B) pursuant to the software license agreement (the "License Agreement"); and

WHEREAS, Service Provider has provided Client certain software Icon Software Probate Case Management and MaineProbate.net (hereinafter referred to as the "Covered Software" and identified in Exhibit B) pursuant to the License Agreement between the parties; and

NOW, THEREOF, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM AND TERMINATION.

- A. The initial Term of this Agreement shall commence on January 1, 2020, shall continue for a period of five (5) years with an anniversary date of December 31, 2025

- f) The Service Provider will provide off-site back up of data and images in our co-location as identified in Exhibit A. These data and images will provide all information necessary for searching www.maineprobate.net.
- g) The Service Provider will provide eFiling services that include the submittal of case information and documents, the ability to pay for the submittal of said eFiling and the ability to search, view and print said eFiling approved by the Probate Court of Jurisdiction at no additional charge to the Filer.
- h) The Service Provider will make available to any registered filer any case that is eFiled where the registered filer is listed as a party on the case, even if the registered filer is not the original filer of the case. Documents marked confidential by the Client will not be available online to be viewed.
- i) The Service Provider will provide periodic online Probate Case Management training via www.gotomeeting.com or www.gototraining.com sessions. The sessions will be available to all Probate Court staff. These sessions will be scheduled through the Register of Probate Technology Committee and will be announced via email notification to all Probate Courts.
- j) The Service Provider will provide online eFiling training for registered filers via www.gotomeeting.com or www.gototraining.com sessions. These sessions will be available to any registered filer. These sessions will be scheduled through the Probate Rules Committee and will be announced via email notification to all registered filers.
- k) The Service Provider will provide onsite training and support for two business days to each Probate Court for eFiling prior to the eFiling project going live in the Court. This is to provide registered filers and court personnel training and system overview. A minimum of two (2) County Courts must begin eFiling in the same calendar week and be geographically connected. Geographic partners are referenced in Rider E of the Memorandum of Understanding executed on the 1st day of February, 2006 by Icon Software Corporation and the State of Maine Department of Administration and Financial Services on behalf of the Maine Probate Courts.

B. Services Not Included

Services do not include and are not limited to:

- a) Onsite technical support or emergency technical support after normal business hours. The County will be billed for on-site or emergency technical support at a rate of \$125.00 per hour plus travel expenses.
- b) Local data backup procedures. The Client is responsible for any backup that is performed on Client network.
- c) Repair and maintenance of Client hardware, including but not limited to, servers, workstations, printers and scanners.

B. By Service Provider

Service Provider covenants and agrees that it will not directly or indirectly for the term of this Agreement and for a period of two years following termination of this Agreement:

- i) engage in, continue in or carry on any business which competes with the Client in the Client's Business or which is substantially similar thereto;
- ii) consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or business organization which is now or becomes a Competitor of the Client if the principal purpose of such consultation, advice or assistance is to permit such corporation, partnership, firm or business organization to compete with Client in the Client's Business, including, but not limited to, advertising or otherwise endorsing the products of any Competitor of the Client for such purpose; soliciting customers or otherwise serving as an intermediary for any such Competitor of the Client for such purpose; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction with any Competitor of the Client for such purpose;
- iii) offer employment to a person who is or was employed by the Client during the then immediately preceding 12 months, or assist any other person or entity in offering employment to a person who is or was employed by the Client during the then immediately preceding 12 months, without the prior written consent of the Client;
- iv) undertake any business with or solicit the business of any person, firm or company who shall have been a customer of the Client and with whom any executive of the Client or their subordinates has dealt with during the then immediately preceding 12 months which might adversely affect the Client's business relationship with such customer, but only if such solicited business relates to the Client's Business; or
- v) engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is acknowledged and agreed that Service Provider's relationship with the Client is at all times hereunder an independent contractor. The Client shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of, or legally bind the Client, and Service Provider shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

9. GOVERNING LAW

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by the State where the software is installed, USA law, excluding any laws that direct the application of another jurisdiction's laws. Therefore, all claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof shall be decided by the Superior Court of Maine.

10. ATTORNEY FEES PROVISION

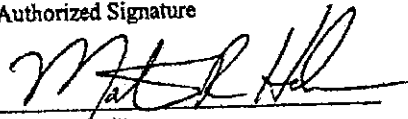
In any litigation, arbitration or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort or both), each Party will be responsible for their attorney fees and costs and expenses incurred.

IN WITNESS WHEREOF, the Parties have executed this Agreement with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first above written.

SERVICE PROVIDER

CLIENT

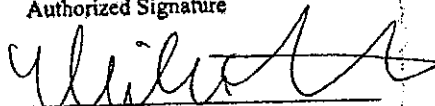
Authorized Signature


Authorized Signature

Martin Hahn-President
Print Name and Title

3-2-2020
Date

Authorized Signature


Authorized Signature

ALLEN HUNT-CHAIR
Print Name and Title

3/2/20
Date

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

1. BACKGROUND.

The State of Maine County Probate Court System requested that the Department of Administrative and Financial Services act on the Courts' behalf as Purchasing Agent to initiate the purchase of the products and services detailed therein,

In February 2006, the Department acted as Purchasing Agent for the Courts to carry out Memorandum of Understanding (MOU) #306045, whereby the Courts required *Probate Court Case Management Software and Support*. A competitive Request for Proposals (RFP) process was completed in 2005 under RFP # 605159, whereby Icon Software Corporation was competitively selected as the best value offerer. MOU #20120221 was a new transaction with the same Provider for a subsequent purchase of an electronic application, portal and support that is related to the previous MOU from February of 2006.

2. PURPOSE AND COUNTY PARTICIPATION.

The extension of the MOU is to continue providing electronic filing (e-filing) capability, application, portal and support, whereby each County Probate Court may individually complete the transaction with Icon Software Corporation for the Provider's "EZ-Filing.net" e-filing portal and system. The aforementioned e-filing system is meant to be fully compatible and complement the Courts' existing Case Management Software, purchased from Icon Software Corporation. EZ-Filing.net for Maine Probate Courts is an e-filing application and portal that processes all probate Court filings, processes the filing fees and notifies registered parties. EZ-Filing.net for Maine Probate Courts is fully integrated with the aforementioned *Probate Court Case Management Software* and to the Icon Software Corporation Probate Case Management System in each Probate Court.

3. TERM.

The term of this MOU is extended for Optional Renewal Periods #1, #2 and #3 as set forth in Rider A to MOU #20120221. This renewal will cover the period from January 1, 2020 to December 31, 2025.

4. PRICING.

As noted on page 1 of MOU #20120221, this created a framework under which individual County Probate Courts within the State of Maine could purchase the specified products and services from the Provider. This extension makes no financial commitments on behalf of the State or any County Probate Court. Through separate agreements, each County Probate Court may complete a transaction with Icon Software Corporation for the services and products listed in the MOU relating to EZ-Filing.net, and at the pricing structure shown below:

County Name	Annual Cost
Androscoggin	\$ 2,550.00
Aroostook	\$ 2,916.00
Cumberland	\$ 3,760.00
Franklin	\$ 2,550.00
Hancock	\$ 2,550.00
Kennebec	\$ 3,050.00
Knox	\$ 3,050.00
Lincoln	\$ 1,880.00
Oxford	\$ 3,050.00
Penobscot	\$ 3,050.00
Piscataquis	\$ 2,420.00
Sagadahoc	\$ 2,240.00
Somerset	\$ 2,420.00
Waldo	\$ 3,050.00
Washington	\$ 2,420.00
York	\$ 3,760.00
<i>Possible Annual Total:</i>	\$ 44,716.00
<i>Possible Grand Total over Five Years</i>	\$ 223,580.00

5. SUBSEQUENT MAINTENANCE AND SUPPORT SERVICES AGREEMENTS.

In addition to the Service Level Agreement identified above, each County Probate Court will execute a Maintenance and Support Services Agreement with the Provider to define how data will be managed, how subscription services will be administered, what common field names and codes will be maintained in all counties and how requested changes and additions will be submitted to Icon Software Corporation and by whom.

6. DATA AND IMAGE OWNERSHIP AND CONFIDENTIALITY.

At all times during and after the execution of this MOU, and for the purposes of this MOU, the data and images contained within the EZ-Filing.net system and related Case Management System are to be considered the sole property of the individual State of Maine County to which the data and images pertain. For the purposes of this MOU, the data and images contained within the aforementioned systems shall be considered confidential and not be transferred or released in any way by the Provider to a third party, unless the County in question gives express, written permission to do so.

7. INCORPORATION OF PRECEDING MOUs.

MOU #20120221 and MOU # 306045 for *Probate Court Case Management Software and Support* is hereby incorporated by reference and extended into this Agreement. Due to the integrated relationship between the two applications, MOU #306045 is hereby extended accordingly with the term of MOU #20120221 as well as this optional renewal period. Any costs associated with each individual County's continued use of the *Probate Court Case*

Management Software and Support shall be defined on a case-by-case basis through each County's subsequent Service Level Agreements referenced in Rider B.

8. DISCLAIMER.

This MOU is not intended, and shall not be construed, to obligate the State of Maine Department of Administration and Formal Servicing to expend any State funds. The Courts are solely responsible for the costs of products and services acquired and the Provider shall look solely to Courts for the cost of such products and services.

9. AGREEMENT ADMINISTRATOR.

In Rider B of MOU #20120221, Susan Almy was identified as "Agreement Administrator" for all County Probate Courts. In 2015, Susan Almy resigned her position as Register of Probate for Penobscot County as well as "Agreement Administrator" under the MOU noted above. Dana C. Hanley took over as "Agreement Administrator" under the more recent Authorized Extension of the MOU dated May 12, 2016.

As the current Co-Chair of the Supreme Courts Advisory Committee on Probate Rules, the following person is therefore identified, as "Agreement Administrator":

Name: Miles C. Hunt

Title: Chair of the Supreme Courts Advisory Committee on Probate Rules

Address: c/o Miles C. Hunt, Esq. Epstein & O'Donovan, Two Monument Square, Portland, ME 04101

RIDER B

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "Agreement") is effective as of January 1, 2020 (the "Effective Date").

BETWEEN: **Icon Software Corporation** (the "Service Provider"), a corporation organized and existing under the laws of the State of Georgia, with its head office located at:

3453 Lawrenceville-Suwanee Rd.
Suite A
Suwanee, GA 30024

AND: _____ **County Register of Probate** (the "Client"), a government agency organized and existing under the laws of the State of Maine, with its head office located at:

(Address of Client)

RECITALS

This Agreement sets forth the terms and conditions under which Service Provider will provide Client with certain services both remotely and on specified Client premises (hereinafter referred to as the "Client Provided Network Location(s)" and identified in Exhibit A. The Client and Service Provider will hereinafter be referred to cumulatively as the "Parties" and singularly as the "Party".

WHEREAS, Service Provider has created and implemented for Client certain software Icon Software Probate Case Management and MaineProbate.net (hereinafter referred to as the "Covered Software" and identified in Exhibit B) pursuant to the software license agreement (the "License Agreement"); and

WHEREAS, Service Provider has provided Client certain software Icon Software Probate Case Management and MaineProbate.net (hereinafter referred to as the "Covered Software" and identified in Exhibit B) pursuant to the License Agreement between the parties; and

NOW, THEREOF, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM AND TERMINATION.

- A. The initial Term of this Agreement shall commence on January 1, 2020, shall continue for a period of five (5) years with an anniversary date of December 31, 2025

at the rate specified in Exhibit C, and then may be renewed at the discretion of the Client on or before the anniversary date.

- B. This Agreement is binding when executed by Client and subsequently accepted by Service Provider, and once accepted by Service Provider, the rates and charges provided in this Agreement will be effective on the first day following Client's signature date (the "Effective Date").
- C. Either Party may terminate this Agreement on the anniversary date of the Agreement by the giving of 30 calendar days prior written notice of termination to the other Party.

2. FINANCIAL PROVISIONS

FIXED PRICE AGREEMENT

The total contract price shall be set forth in the Agreement. Upon Client's approval of the Agreement and each subsequent renewal of the Agreement by the Parties, the Client shall pay the Service Provider the support fees listed in Exhibit C and itemized by county. Processing fees for eFiling cases with an approved Probate Court are listed in Exhibit C.

3. DESCRIPTION OF SERVICES

A. Software Support, Updates & Services

In consideration of payments to be made by Licensee to Icon Software Corporation as set in Exhibit C, the Service Provider agrees to provide the following services:

- a) The Service Provider will provide the Client standard technical support using any combination of telephone, internet, VPN, Remote Desktop and VNC for Icon Software Probate Case Management and MaineProbate.net during normal business hours (8:00 am EST- 5:00 pm EST, Monday through Friday). Support may be contacted by telephone or email.
- b) The Service Provider will provide the Client with periodic software updates.
- c) The Service Provider will provide the Client with software changes mandated by legislation.
- d) The Service Provider will provide support services for www.maineprobate.net to the Client and to any other person that requests assistance using said website to search and/or purchase copies of probate documents filed, recorded and imaged by the Client.
- e) The Service Provider will provide support for eFiling processes that will be made available via www.maineprobate.net to the Client and to the approved and registered filers that request support using the website to file a case electronically, to pay for a filing or to retrieve any filing. Requirements are described in Exhibit D. Fees are described in Exhibit C.

- f) The Service Provider will provide off-site back up of data and images in our co-location as identified in Exhibit A. These data and images will provide all information necessary for searching www.maineprobate.net.
- g) The Service Provider will provide eFiling services that include the submittal of case information and documents, the ability to pay for the submittal of said eFiling and the ability to search, view and print said eFiling approved by the Probate Court of Jurisdiction at no additional charge to the Filer.
- h) The Service Provider will make available to any registered filer any case that is eFiled where the registered filer is listed as a party on the case, even if the registered filer is not the original filer of the case. Documents marked confidential by the Client will not be available online to be viewed.
- i) The Service Provider will provide periodic online Probate Case Management training via www.gotomeeting.com or www.gototraining.com sessions. The sessions will be available to all Probate Court staff. These sessions will be scheduled through the Register of Probate Technology Committee and will be announced via email notification to all Probate Courts.
- j) The Service Provider will provide online eFiling training for registered filers via www.gotomeeting.com or www.gototraining.com sessions. These sessions will be available to any registered filer. These sessions will be scheduled through the Probate Rules Committee and will be announced via email notification to all registered filers.
- k) The Service Provider will provide onsite training and support for two business days to each Probate Court for eFiling prior to the eFiling project going live in the Court. This is to provide registered filers and court personnel training and system overview. A minimum of two (2) County Courts must begin eFiling in the same calendar week and be geographically connected. Geographic partners are referenced in Rider E of the Memorandum of Understanding executed on the 1st day of February, 2006 by Icon Software Corporation and the State of Maine Department of Administration and Financial Services on behalf of the Maine Probate Courts.

B. Services Not Included

Services do not include and are not limited to:

- a) Onsite technical support or emergency technical support after normal business hours. The County will be billed for on-site or emergency technical support at a rate of \$125.00 per hour plus travel expenses.
- b) Local data backup procedures. The Client is responsible for any backup that is performed on Client network.
- c) Repair and maintenance of Client hardware, including by not limited to, servers, workstations, printers and scanners.

4. SERVICE LEVEL AGREEMENT MANAGER

Service Provider and Client will each appoint an appropriate person for ongoing development and management of this Agreement. SLA Manager responsibilities are provided in Exhibit E.

5. CANCELLATION FOR CAUSE

- A. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon 30 days prior written notice to the other in the event of:
- i. the other's failure to pay any amount due hereunder and not duly contested in good faith within 15 days after the receipt of terminating Party's written notice of default concerning the same; or
 - ii. the other's failure to cure a material breach within 15 days after receipt of the terminating Party's notice of default concerning the same.

6. NON-COMPETITION

A. By Client

The Client covenants and agrees that it will not directly or indirectly for the term of this Agreement and for a period of two years following termination of this Agreement:

- i) engage in, continue in or carry on any business which competes with Service Provider in Service Provider's Business (hereunder described) or which is substantially similar thereto.
- ii) offer employment to a person who is or was employed by Service Provider during the then immediately preceding 12 months, or assist any person or entity in offering employment to a person who is or was employed by Service Provider during the then immediately preceding 12 months, without the prior written consent of Service Provider;
- iii) undertake any business with or solicit the business of any person, firm or company who shall have been a customer of Service Provider and with whom any executive or Service Provider or their subordinates has dealt with during the then immediately preceding 12 months which might adversely affect Service Provider's business relationship with such customer, but only if such solicited business relates to Service Provider's Business;
- iv) engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.

B. By Service Provider

Service Provider covenants and agrees that it will not directly or indirectly for the term of this Agreement and for a period of two years following termination of this Agreement:

- i) engage in, continue in or carry on any business which competes with the Client in the Client's Business or which is substantially similar thereto;
- ii) consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or business organization which is now or becomes a Competitor of the Client if the principal purpose of such consultation, advice or assistance is to permit such corporation, partnership, firm or business organization to compete with Client in the Client's Business, including, but not limited to, advertising or otherwise endorsing the products of any Competitor of the Client for such purpose; soliciting customers or otherwise serving as an intermediary for any such Competitor of the Client for such purpose; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction with any Competitor of the Client for such purpose;
- iii) offer employment to a person who is or was employed by the Client during the then immediately preceding 12 months, or assist any other person or entity in offering employment to a person who is or was employed by the Client during the then immediately preceding 12 months, without the prior written consent of the Client;
- iv) undertake any business with or solicit the business of any person, firm or company who shall have been a customer of the Client and with whom any executive of the Client or their subordinates has dealt with during the then immediately preceding 12 months which might adversely affect the Client's business relationship with such customer, but only if such solicited business relates to the Client's Business; or
- v) engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.

7. INDEPENDENT CONTRACTOR RELATIONSHIP

It is acknowledged and agreed that Service Provider's relationship with the Client is at all times hereunder an independent contractor. The Client shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of, or legally bind the Client, and Service Provider shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

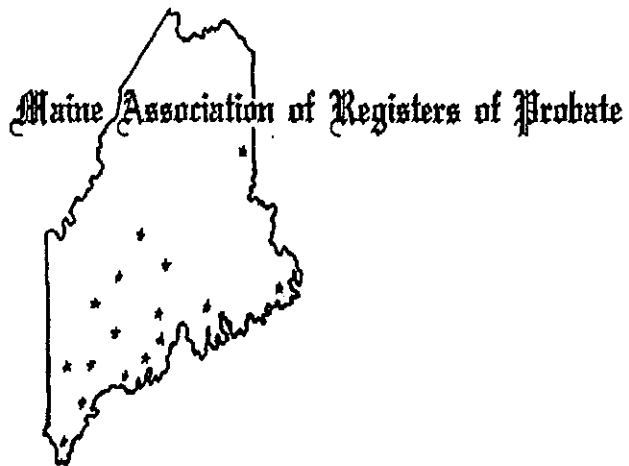
8. GENERAL

- A. This Agreement sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior discussions or representations between them with respect thereto. All amendments to this Agreement shall be in writing and signed by both Parties.
- B. Neither Party may use the name, trademark, service mark or logo of the other Party in any advertising, news releases or in any other manner without the written consent of such Party.
- C. Client may not assign this Agreement or any of its rights hereunder without written consent by Service Provider, which shall not be unreasonably withheld.
- D. All equipment provided for Service Provider by Client hereunder for use in connection with Service Provider's communications services shall be deemed to be "Client-Provided Terminal Equipment" within the meaning of Service Provider's Tariff.
- E. The relevant rights and obligations of the parties shall survive the termination of this Agreement.
- F. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by telex, telegram, Service Provider Mail or certified, registered or express mail at the respective addresses set forth below (or at such other addresses as shall be given in writing by either Party to the other). All notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telex, telegram or Service Provider Mail, or when received if sent by registered, certified or express mail.

If to Service Provider:

Icon Software Corporation
ATTN: Marty Hahn, President
3453 Lawrenceville-Suwanee Rd.
Suite A
Suwanee, GA 30024

If to Client:



President: Catherine H. Moore
Vice President: Sharon W. Peavey
Secretary: Heidi P. Jordan
Treasurer: Carol J. Lovejoy
Director:

October 27, 2025

To provide some background information on the procurement of Maine Probate Courts' docket management software with ICON Software Corporation (now Catalis), the Board of Directors of the Maine Association of Registers of Probate (MARP) offers this summary:

In January 2006, the State of Maine Department of Administrative and Financial Services entered into an Agreement with ICON Software Corp. to allow Maine's sixteen county Probate Courts to be unified in obtaining competitive pricing, to purchase software and share a common database for internet access to probate records with assistance from the Advisory Committee on the Maine Rules of Probate Procedure chaired at that time by Miles Hunt, Esq. Appointments to this committee expire and the Maine Supreme Judicial Court makes new appointments. This committee also prepares and provides forms for uniform use among the sixteen counties.

Following the initial agreement in 2006, each County has extended the agreement for terms of either five or three years. The most current renewal is for three years, effective January 2026 through December 2028.

Prior to the expiration of the current agreement, MARP researched software companies that could offer similar or improved services at a better cost. It was determined that switching vendors was cost-prohibitive so MARP has chosen to renew with Catalis.

To remain compliant with 18-C M.R.S. and Maine Rules of Probate Procedure Rule 92.1, all Maine Probate Courts shall make electronic filing available to all parties, and in fact, electronic filing has been required of all attorneys since October 1, 2014.

Probate Court remains diligent in providing the best possible services at the best possible cost to ensure internet-searchable records, uniformity and ease of use for users of the Court.

Respectfully submitted:

Catherine H. Moore, President
Sharon W. Peavey, Vice President
Heidi P. Jordan, Secretary
Carol J. Lovejoy, Treasurer
Board of Directors
Maine Association of Registers of Probate



Franklin County Sheriff's Office

Scott R. Nichols, Sheriff

Steve Lowell, Chief Deputy

Business Office: (207) 778-2680

Toll Free: (800) 773-2680

Fax: (207) 778-9064

120 County Way
Farmington, ME 04938

October 29, 2025

Position Reclassification Justification: Patrol Lieutenant to Major

Overview

The Patrol Lieutenant position currently provides direct supervision of the Patrol Supervisors assigned to the Patrol Division and is responsible for implementing, interpreting, and overseeing departmental policy. The position also coordinates ancillary programs and represents the Sheriff's Office in countywide and interagency initiatives. Core functions include operational oversight, goal assessment, grant management, interagency coordination, personnel management (including hiring, promotion, and discipline), incident review, and command authority in the absence of the Sheriff.

Evolution of Duties and Responsibilities

Since his promotion to Lieutenant in 2013, **Lieutenant David Rackliffe** has assumed a progressively broader scope of responsibility that exceeds the operational focus of a traditional lieutenant classification. Over time, the role has expanded to encompass significant administrative, fiscal, and strategic management functions consistent with a **command-level (Major)** position.

Lieutenant Rackliffe has led several complex, agency-wide technology and operational initiatives, including the implementation and integration of the **Records Management System (Pro Suite)**, **PowerDMS**, **E-Accident**, **E-Citations**, and the **PowerTime Scheduling and Payroll System**. These projects required extensive planning, coordination with multiple vendors and divisions, and long-term oversight to ensure operational success. The resulting systems have improved organizational efficiency, data integrity, compliance, and accountability across all divisions.

In addition to these initiatives, Lt. Rackliffe has provided key leadership in pursuing the agency's **law enforcement accreditation**, ensuring adherence to professional standards and continuous improvement processes. He has also administered the **Stone Garden Federal Program** for more than fifteen years, managing an annual budget of approximately \$300,000, ensuring compliance with federal grant requirements, and facilitating interagency operations that enhance regional public safety.

Classification Analysis

The scope and level of responsibility currently assigned to the Patrol Lieutenant position align more closely with the **Major** classification. The incumbent exercises significant administrative authority, strategic oversight, fiscal management, and policy development functions that extend beyond the operational supervision typically associated with a Lieutenant role. The position's impact on agency-wide systems, technology integration, and fiscal accountability demonstrates a command-level scope consistent with the **Major** rank.



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120 County Way
Farmington, ME 04938

October 29, 2025

Recommendation

Based on the expanded scope of responsibilities, the level of independent decision-making, and the ongoing command and administrative functions performed, it is recommended that the **Patrol Lieutenant position be reclassified to Major**.

This reclassification will:

- Align the position's title and compensation with its current level of responsibility and organizational impact;
- Ensure internal equity within the command structure; and
- Support continued operational efficiency and leadership continuity within the Sheriff's Office.

Conclusion

Lieutenant Rackliffe's sustained performance and leadership have advanced the mission and effectiveness of the Sheriff's Office well beyond the scope of his current classification. Reclassification of this position to **Major** accurately reflects the duties being performed and the level of command authority required.

Scott R. Nichols

Sheriff

Franklin County Security Camera & Badge-Reader Usage Policy

Purpose

To establish clear rules for the placement, access, retention, and use of Franklin County's indoor and outdoor security cameras and badge-reader access systems. This policy ensures the protection of people and property, transparency, privacy, and compliance with Maine law.

Scope

This policy applies to:

- All security cameras (indoor & outdoor) owned or operated by Franklin County at county buildings, grounds, and parking lots.
- All badge reader/card access systems operated by Franklin County.
- All employees, contractors, vendors, and others who interact with or have access to these systems or their data.

Exclusions

This policy does not apply to FCSO systems:

- Body-worn cameras (bodycams).
- Traffic enforcement or traffic surveillance systems.
- Dash cameras (dashcams).
- Interview room recording systems.
- Detention Center Surveillance and door controls.

Separate policies and procedures govern those technologies.

Legal & Regulatory Basis (Maine Laws)

Franklin County complies with:

- Title 17-A, §511 – Violation of Privacy: prohibits cameras in areas where people have a reasonable expectation of privacy (e.g., bathrooms, locker rooms).

- **Employer Notice Obligations:** requires notice to employees of surveillance in the workplace, especially during hiring and onboarding.

Definitions

- **Authorized Personnel:** The I.T. Department is the only department with administrative access to camera and badge-reader systems. The I.T. Department acts as custodian of footage and logs and may not release or share data without proper authorization.
- **County Administrator:** The designated authority who must review and approve all requests for camera footage or badge access logs before they are sent to I.T. for processing.
- **Private Place:** Restrooms, locker rooms, or any space within county property where individuals expect privacy.
- **Public / Shared Spaces:** Entrances, lobbies, hallways, meeting areas, parking lots, exterior grounds of county property.
- **Badge Access Logs:** Recorded entries and exits through badge-controlled access points, including user identity, date/time, and location.

Policy

1. Camera Placement & Use

- Security cameras are installed only in public and shared spaces where safety, security, or asset protection is required.
- Cameras must not be installed in private places.
- Placement is subject to approval by County Administration or designee.

2. Audio Recording

- Franklin County's security cameras do not record audio.
- All surveillance is limited to video only.

3. Facial Surveillance

- Franklin County does not use facial recognition or any other biometric surveillance technologies.

4. Badge Readers & Access Logs

- Badge readers control access to county buildings and restricted areas.
- Access logs capture date, time, location, and identity of badge users.
- Lost or stolen badges must be reported immediately for deactivation.
- Temporary badges issued to visitors are strictly time-limited.

5. Access to Data & Request Procedures

- The I.T. Department is the only department with administrative access to camera and badge-reader systems.
- All requests for video footage or badge access logs must:
 - 1) Be submitted in writing to the County Administrator.
 - 2) Include the requester's name, department, reason for the request, and the date/time/location needed.
 - 3) Be reviewed and approved by the County Administrator.
 - 4) Once approved, the County Administrator forwards the request to I.T. for processing.

I.T. will only retrieve and release data upon documented approval from the County Administrator.

6. Limited Live Feed Access

- A live video feed only (no recording or playback) may be provided for specific cameras to departments that manage access-controlled ("buzz-in") doors.
- This live view may only be used to confirm that individuals who are granted entry proceed to their intended or authorized location.
- Access to live feeds must be approved by the County Administrator and configured by I.T.
- Departments with live feed access may not record, capture, or redistribute the video stream.

7. Retention & Deletion

- Security camera footage is retained for 30 days unless flagged for an incident or investigation.
- Badge access logs are retained for 1 year unless extended for legal or security needs.
- Data beyond retention limits must be securely deleted.

8. Notification & Signage

- Signs will be posted at building entrances and monitored areas stating: "This area is under video surveillance."
- Employees are notified of surveillance during onboarding.

9. Monitoring & Auditing

- Annual audits will review camera placement, retention compliance, and access records.
- I.T. will maintain logs of all requests and releases to ensure compliance.

10. Security & Protection

- All video and badge log data are secured with access controls and encryption where feasible.

- Remote access is restricted to secure, authenticated channels.

11. Prohibited Uses

- Surveillance may not be used for general employee monitoring or non-security purposes.
- Data may not be shared, sold, or distributed outside official County or lawful use.
- Biometric or facial recognition technology is prohibited.

Responsibilities

- County Commissioners / Administrator: Provide oversight and act as the approval authority for all data requests.
- I.T. Department: Serve as the sole administrator of the systems, manage requests approved by the County Administrator, and ensure secure storage, retention, and auditing.
- Departments with Buzz-In Doors: May be granted live feed access (video only, no recording) solely for entry verification purposes.
- Facilities: Install, maintain, and ensure signage for security equipment.
- HR: Notify employees during onboarding and manage privacy-related concerns.

Enforcement

- Employees or contractors violating this policy may face disciplinary action up to termination.
- Vendors or third parties violating this policy may face contract penalties or removal of access.
- Unauthorized access or misuse may be referred to law enforcement under Maine law.

Review

This policy will be reviewed annually or sooner if required by legal, technological, or operational changes.

Tiffany Baker

From: Davis, Leisha DeHart <ldehart@sog.unc.edu>
Sent: Thursday, October 30, 2025 2:46 PM
To: Tiffany Baker; Mary Jacobs
Cc: Fleming, Clay; Rodney Crain
Subject: Re: Revised MGT Proposal

Franklin County

Warning: Based on the Sender Policy Framework (SPF) settings of the domain, this email has been sent from a server not authorized by sog.unc.edu.

The sender ldehart@sog.unc.edu has never sent any emails to your organization from domain sog.unc.edu or has sent suspicious emails.

This email is asking for a survey. It could be a phishing attempt.

[Report Phishing](#) [Remove Banner](#)

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When in doubt, contact your IT Department

Hi, Tiffany. That is correct, and the reason for that is twofold. First, remote interviews, whether by Zoom or phone, are better for confidentiality, particularly in a small town. Employees can participate in interviews in a location of their choosing and where they know they have privacy. The second reason has to do with the logistics and expense of interviewing that many people, e.g., the travel cost of getting multiple interviewers onsite, the logistics required to find convenient locations, and employees concerned that they will be seen going to and returning from an interview. We wanted to be mindful of cost as well as the time and effort required to coordinate on your end. Please let us know if you have any other questions.

From: Tiffany Baker <TBaker@franklincountymaine.gov>
Date: Thursday, October 30, 2025 at 2:20 PM
To: Mary Jacobs <mjacobs@mgt.us>
Cc: Davis, Leisha DeHart <ldehart@sog.unc.edu>, Fleming, Clay <fcf2@sog.unc.edu>, Rodney Crain <rccrain@mgt.us>
Subject: RE: Revised MGT Proposal

Hi Mary,

Thank you for this information. Just so I understand, you are not including an in-person option in your proposal, rather you could do them via phone or virtual?

Tiffany Baker,
SHRM-CP

(She, her, hers)
**Human Resources
Director/Deputy
County Administrator**

120 County Way, Suite 4
Farmington, ME 04938

Office: 207-860-4251
Cell: 207-491-6520
Fax: 207-558-0385

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From: Mary Jacobs <mjacobs@mgt.us>
Sent: Thursday, October 30, 2025 1:54 PM
To: Tiffany Baker <TBaker@franklincountymaine.gov>
Cc: Idehart@sog.unc.edu; Fleming, Clay <fcf2@sog.unc.edu>; Rodney Crain <rcrain@mgt.us>
Subject: RE: Revised MGT Proposal

Caution: This is an external email. Please take care when clicking links or opening attachments.
When in doubt, contact your IT Department

Hi Tiffany,

Thank you for the questions. Just to clarify we are not proposing in person interviews for this engagement as it will be logistically impossible to get those coordinated with the LGWI team members who will be working on the engagement. We propose taking time to spread out interviews to accommodate both staff schedules (87 is a lot to coordinate availability for), manage costs for the Board, and to limit the number conducted per person per day to ensure they are captured effectively and without fatigue. We expect this process to take 6-8 weeks.

It is possible to come in person for a narrow focus, such as the elected official interviews which will be conducted by Rodney, and we can accommodate that in the 3400 travel costs noted.

Finally, regarding the survey, I do want to clarify that we are not proposing both interviews and a survey. If the Board chooses the survey approach in accordance with our original proposal, I have provided you with a summary of the topic areas below. The LGWI survey is proprietary and not available to share.

- Burnout

Tiffany Baker,
SHRM-CP
(She, her, hers)
Human Resources
Director/Deputy
County Administrator

120 County Way, Suite 4
Farmington, ME 04938

Office: 207-860-4251
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From: Mary Jacobs <mjacobs@mgt.us>
Sent: Thursday, October 30, 2025 11:02 AM
To: Tiffany Baker <TBaker@franklincountymaine.gov>
Cc: ldhart@sog.unc.edu; Fleming, Clay <fcf2@sog.unc.edu>; Rodney Crain <rccrain@mgt.us>
Subject: Revised MGT Proposal

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Tiffany,

Thank you again for the opportunity to present MGT's proposal to the Board recently, and for the productive discussion Rodney and Clay had regarding their goals and objectives. Using that information, we have revised our proposal in such a way that we believe will meet all of their stated intentions. We have included an option that slightly lowers the cost if it is a direction they would like to take.

We hope to have the opportunity to serve Franklin County with this important engagement.

Kindest regards,

Mary Jacobs
Director

Tiffany Baker,
SHRM-CP
(She, her, hers)
Human Resources
Director/Deputy
County Administrator

120 County Way, Suite 4
Farmington, ME 04938

Office: 207-860-4251
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We hope to have the opportunity to serve Franklin County with this important engagement.

Kindest regards,

Mary Jacobs
Director



REVISED PROPOSAL
OCTOBER 30, 2025

HR CONSULTING SERVICES
Franklin County, ME

Submitted by:

MARY JACOBS
DIRECTOR
790 FRONTAGE ROAD
SUITE 213
NORTHFIELD, IL 60093
847.380.3198
MJACOBS@MGT.US



FRANKLIN COUNTY
RFQ | HR CONSULTING SERVICES
REVISED PROPOSAL OCTOBER 30, 2025

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Cover Letter

October 30, 2025

Tiffany Baker
Human Resources Director
Commissioner's Office
140 Main Street, Suite 3
Farmington, ME 04938



RE: PROPOSAL FOR HR CONSULTING SERVICES

Dear Ms. Baker:

Thank you for the opportunity to submit a proposal to conduct workplace culture assessments for Franklin County (the County). Our proposal outlines our firm's qualifications, relevant experience, a detailed work plan and timeline, and a transparent fee structure, designed to deliver high-quality services that meet and exceed the County's expectations.

It was a pleasure for our consultants to be on site earlier this month to present our original proposal to the Board. Based on the Board's thoughtful feedback and expressed interest in a more personal, interview-based approach, we are pleased to provide this updated proposal for your consideration. The revised methodology reflects the County's priorities and maintains the same commitment to delivering comprehensive, actionable insights into the County's workplace culture.

MGT Impact Solutions, LLC (MGT) is a nationally respected leader in public sector management consulting and technology services with a long track record of supporting state, local, and education clients. A healthy workplace culture is fundamental to employee engagement, satisfaction, and long-term success. Our customized, data-driven approach to employee engagement interviews and cultural assessments will equip Franklin County with actionable insights to align workplace culture with business goals, values, and employee needs. We bring a deep understanding of Human Resources (HR) best practices, labor relations, and organizational development, ensuring a strategic and inclusive process tailored to your unique workforce.

The Local Government Workplace Initiative (LGWI) at the University of North Carolina-Chapel Hill is the sole university-based center in the United States dedicated to organizational climate research at the local government level and is our partner in this project. LGWI's mission is to help local governments listen to employees' needs, concerns, and ideas and translate that information into actionable feedback to create great local government workplaces. Great workplaces give local governments a competitive advantage over other jurisdictions, which is an important strategy for tight labor markets. LGWI has conducted **39 workplace climate assessments for local governments of all types and sizes, with nearly 19,000 employees surveyed.**

MGT takes the next step in offering integrated solutions that can accelerate our most important goal: dramatically improving lives by ***advancing and uplifting the communities we serve.***

MGT's expertise in organizational development, coupled with the academic rigor of our partnership with the LGWI, uniquely positions us to deliver meaningful insights.



COVER LETTER

We are committed to conducting an assessment that evaluates the organization's current state and provides actionable strategies for improvement. With a team of seasoned professionals, we are well-equipped to collaborate with the County on its desire to evaluate its workplace culture and identify areas for development independently. Our team brings a wealth of knowledge in workplace culture assessments, organizational development, and local government operations, uniquely positioning us to support the County's desire to understand and strengthen its workplace culture.

Our team of **1200+** professionals has successfully delivered over **30,000 projects**, empowering clients to build strong foundations, drive systemic improvements, and create resilient workplace cultures. With deep expertise in public sector executive management, human resources, public safety, finance, public works, parks and recreation, and utilities, our consultants bring a comprehensive, solutions-driven approach that makes MGT a trusted leader in public-sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS

MGT Impact Solutions, LLC

4320 West Kennedy Boulevard | Tampa, Florida 33609
P: 813.327.4717 | www.mgt.us
FEIN: 81-0890071

PROPOSAL CONTACT

Mary Jacobs, Director

790 Frontage Road, Suite 213 | Northfield, IL 60093
847.380.3240 ext. 117 | mjacobs@mgt.us

Thank you for the opportunity to submit a proposal to Franklin County. Should you have questions on any aspect of this proposal, please contact **Mary Jacobs** at the above contact information.

Regards,



Patrick J. Dyer, Vice President.
Authorized to Bind the Firm.



Company Overview

Firm Profile

Impacting communities for good.

MGT brings **50 years** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through **assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change**. Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide.

Cooperative Contracts:

ASC 20-7359, 24-7484

OMNIA LS4612

TIPS 220601, 220802, 230105

TXShare 2024-019

Structure: Privately held, employee-owned, client-driven Limited Liability Company.

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.



50
years

900
consultants

30,000
projects

A Social Impact Commitment

DEFINED BY **IMPACT**

Making a profound impact on society is at the heart of who we are and what we do. Franklin County plays a vital role in serving its residents, and we are honored to support your mission by helping foster a more engaged, inclusive, and resilient workplace. Through our collaborative approach to workplace culture assessments, we aim to create environments where employees feel valued, heard, and connected to the community they serve.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



Cyber Security & Resilience

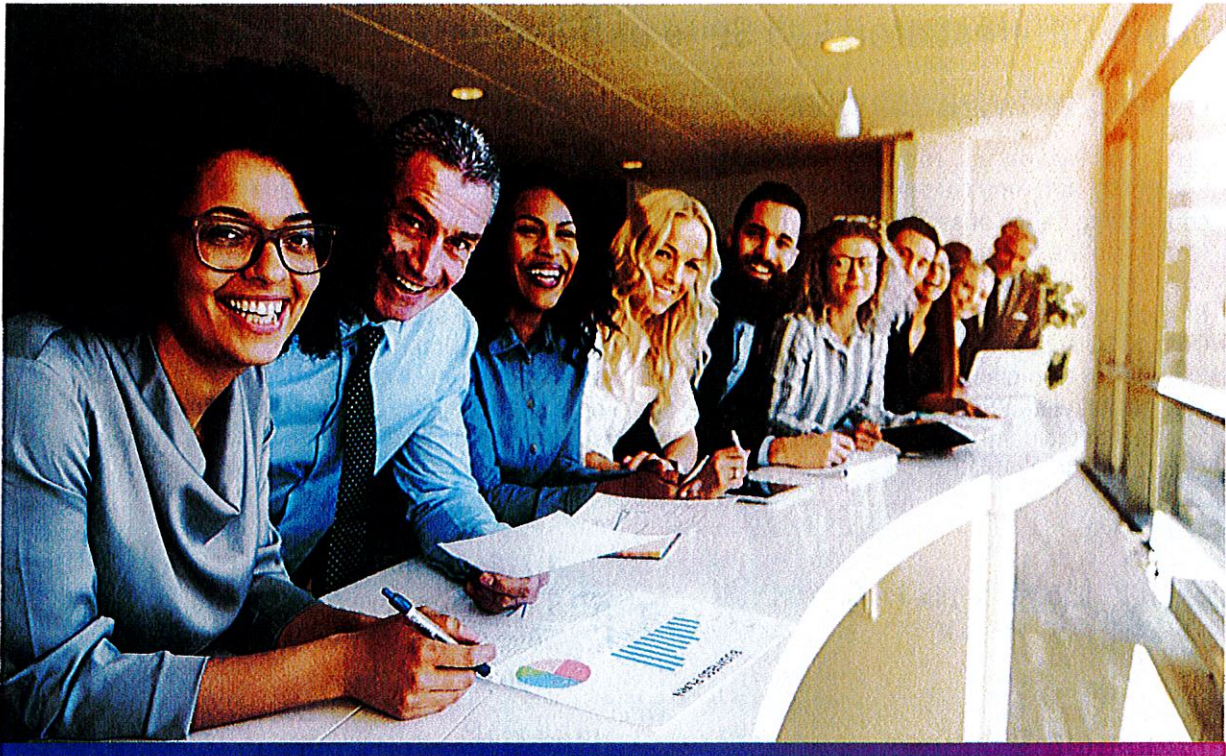
From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.

COMPANY OVERVIEW



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

PEOPLE



We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.

PURPOSE



We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.

PERFORMANCE



We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.

MGT's Differentiator: Full Suite of Services

Cyber & Network Solutions

Our Cyber Security and Network Security Solutions team offers a deep technical engineering bench of seasoned, certified experts, working in the "security trenches" in complex IT environments. For the Managed Detection and Response (MDR) solution, our Security Operations Center (SOC) doesn't sleep so our clients can. Our flagship, best-in-class managed firewall services are unparalleled. We detect, respond, and recover from cyber incidents proactively and harden our clients' security posture.

 **100 in-house certified engineers**
24x7 NOC and SOC

Human Capital Solutions

Our experts are former local government and school leaders who understand the challenges facing today's public sector organizations. We offer consulting, recruiting, and staffing solutions that include a full suite of human resources and management studies; executive recruitment services; and interim, managed, and outsourced staffing options. Our experts can assess your organizational culture, permanent and temporary staffing needs, and evaluate your systems and structures, all to maximize efficiency and effectiveness.

 **1,725+ interim employees placed**
1,500+ executive recruitments
500+ consulting studies
In 48 states!

Education Solutions

We create recommendations for our educational clients that are reliable, actionable, and based on proven research and a thorough understanding of each district or system's program needs and long-term goals. Our team is led by former state education commissioners, district superintendents, school board members, principals, and teachers. Our partnerships have allowed clients to reinvest hundreds of millions of dollars back into the classroom.

 **50 million students served**
38 state DOEs as clients

Financial Solutions

Public agencies face increasing pressure to improve effectiveness and efficiency, while operating in a transparent and sustainable manner. We partner with government organizations, school districts, higher education institutions, and not-for-profits to help them achieve long-term success.

 **50+ years of trusted relationships**
Proprietary software

Workforce Readiness Solutions

We help public sector clients address issues and challenges related to policies and practices which adversely impact workforce readiness. We have extensive experience conducting evaluations of organizations designed to increase equitable and inclusive organizational outcomes.

 **Workforce readiness assessments**
and training

Public Affairs Solutions

Our team of former nationwide leaders in policy development and education leadership partner with our clients to provide business advisory and public opinion architecture solutions which lift up and evolve education ecosystems and impacts public policy programs.

 **Global clientele**
Staff are former policy makers



Experience & Qualifications

Below, we describe a few selected projects that demonstrate MGT's breadth of experience and knowledge in HR consulting. These are examples of projects for clients who have long-standing relationships with the firm and rely on MGT as a trusted advisor. Additional experience is outlined in our references.



Success Stories

"What I liked most about working with MGT staff is their creative approach in providing solutions to each project. The County has implemented MGT's recommendations...."

DALLAS AREA RAPID TRANSIT | HUMAN RESOURCES ORGANIZATIONAL ASSESSMENT

The assessment focused on evaluating the Human Resource team's structure, skills, competencies, and performance to recommend a future-state organizational design and competency model. Key activities included stakeholder analysis, interviews with HR teams and other stakeholders such as the Vice President (VP) of Human Capital and Information Technology (IT), a high-level evaluation of processes and systems, a functional strengths, weaknesses, opportunities, and threats (SWOT) analysis, and a competency gap analysis. Deliverables included recommendations for team structure, job design, and alignment with best practices and strategic goals.

FLORIDA GULF COAST UNIVERSITY, FL | STRUCTURE AND FUNCTIONS ASSESSMENT OF THE HUMAN RESOURCES DEPARTMENT

Florida Gulf Coast University contracted with MGT to assess the structure and functions of its Human Resources Department. The study's outcome included options for various HR organizational models for a service delivery approach that reflects the institution's growing size and complexity.

NAVAJO TRIBAL UTILITY AUTHORITY, AZ | ORGANIZATIONAL REVIEW/CLASSIFICATION & COMPENSATION STUDY

In 2021, during the global pandemic, the Navajo Nation used federal funds to improve utility access across the reservation—a long-standing goal. Facing challenges in recruiting and retaining qualified staff, they turned to MGT for an organizational review and compensation study. This engagement led to an improved structure, higher salaries for over 600 employees, and the Utility Authority achieving its plan to provide essential services across the reservation while transitioning to sustainable energy.

OKLAHOMA STATE AUDITOR AND INSPECTOR, OK | MANAGEMENT PERFORMANCE AUDIT OF DEPARTMENT OF HUMAN SERVICES

MGT completed a four-month program performance audit of the Oklahoma Department of Human Services, which has an annual budget of \$1.1 billion, over 13,000 employees, and includes all health and human service programs. The audit examined organizational structures, management processes, rules, regulations, and policies (including HR policies), staffing levels, costs, contracting procedures, and program efficiency and effectiveness.

Local Government Workplaces Initiative



Local Government Workplaces Initiative



UNC

SCHOOL OF
GOVERNMENT

The Local Government Workplaces Initiative (LGWI) at the University of North Carolina at Chapel Hill is the only university-based center in the U.S. dedicated to organizational climate research at the local level. LGWI's mission is to help organizations create great workplaces by (1) listening to employees and (2) acting on that feedback. LGWI is directed by Dr. Leisha

DeHart-Davis, a professor at the UNC-Chapel Hill School of Government and National Academy of Public Administration Fellow. LGWI was originally started in 2004 at the University of Kansas' School of Public Affairs and Administration and was formalized after Professor DeHart-Davis joined UNC. These schools are, respectively, ranked #1 and #2 in the nation for local government management.

Over 20 years, LGWI has surveyed, interviewed, or facilitated group discussions for over 20,000 employees of 41 local governments. Fourteen of these local government partnerships have taken place in the last 24 months. Several of our local government partners conduct repeat studies, allowing us to perform longitudinal analyses of both the quantitative and qualitative data. With these analyses, we can offer insights into where they have improved and still need work. LGWI's extensive local government survey design, implementation, and analysis uniquely qualify us to support the Franklin County's desire to assess the climate and culture of its organization.

Why Choose MGT?

- ✓ **Unparalleled Expertise and Level of Service.** With clients in 44 states, in communities ranging in population from 1,000 to 3,000,000, we are a leader in providing management consulting and executive recruitment services to local governments. Our consultants have extensive experience in all aspects of local government and bring with them knowledge and approaches that are tried and true. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as **Outstanding** – indicating a plan to use our services and/or highly recommend us in the future.
- ✓ **Delivering the Best.** We believe that our services embody the very principles of good government: collaboration, communication, transparency, and excellence. We ensure our clients are well informed during the process, producing quality deliverables that exceed expectations.
- ✓ **A Partner from Start to Finish.** We are your partners in this important engagement. We work closely with your leadership team to ensure we fully understand your expectations and strive to facilitate a workload assessment that will guide your organization into the future. Our goal is your **complete satisfaction**. We can strategize with you during the process to pivot where it makes sense to deliver the quality product you seek.
- ✓ **Services for Any Budget and Any Search.** We strive to meet the specific needs of our clients by offering the opportunity to meet with you and modify our approach based

EXPERIENCE & QUALIFICATIONS

on available resources. In the following proposal, we have provided the scope we believe **best fits your needs**.

Success Stories

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."



References

Wyandotte Kansas City, KS Unified Government	
Contact Person	Alan Howze, Assistant County Administrator
Phone Number	(913) 673-5030
Email Address	ALHowze@wycokck.org
Mailing Address	701 N. 7th Street Kansas City, KS 66101
Project Description & Dates of Service	MGT conducted an organizational assessment of the Wyandotte Unified Government's Human Resources Department in 2024. The City has been a client of MGT since June 2022.

City of Hillsboro, Oregon	
Contact Person	Simone Brooks, Assistant City Manager
Phone Number	(503) 681-6100
Email Address	Simone.Brooks@Hillsboro-Oregon.Gov
Mailing Address	150 E. Main Street 150 E. Main Street
Project Description & Dates of Service	MGT conducted an organizational assessment of the City of Hillsboro's Human Resources Department and a city workplace climate survey in 2022 (with subcontractor UNC-Chapel Hill Local Government Workplace Initiative). The City of Hillsboro has been a client of MGT since 2022.

EXPERIENCE & QUALIFICATIONS

Onslow County, North Carolina

Contact Person	Thomas Sherwood, Human Resources Director
Phone Number	(910) 989-3000
Email Address	Thomas_Sherwood@onslowcountync.gov
Mailing Address	234 NW Corridor Boulevard, Jacksonville, NC 28540
Project Description & Dates of Service	MGT conducted an organizational assessment and evaluation of policies and procedures for the Onslow County Human Resources Department in 2024. Onslow County has been a client of MGT since April 2024.

Town of Chapel Hill, North Carolina

Contact Person	Chris Blue, Town Manager
Phone Number	(919) 968-2743
Email Address	cblue@townofchapelhill.org
Mailing Address	405 Martin Luther King, Jr. Boulevard, Chapel Hill, NC 27514
Project Description & Dates of Service	UNC-Chapel Hill's LGWI conducted a workplace climate survey of the Town in 2013, 2018 and 2023.

Guilford County Government, North Carolina

Contact Person	Jason Jones, Assistant County Manager
Phone Number	(336) 641-3383
Email Address	jjones6@guilfordcountync.gov
Mailing Address	301 W. Market Street, Greensboro, NC 27401
Project Description & Dates of Service	UNC-Chapel Hill's LGWI conducted a workplace climate survey of the County in 2020 and 2023.



Key Project Personnel

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT has a longstanding reputation for delivering customized solutions that meet and exceed client expectations. Our team of seasoned professionals is committed to supporting the County's objectives through expert consultation and innovative strategies. We pride ourselves on being more than just consultants; we are collaborators, working closely with our clients to understand their specific needs and goals.

One of the most important decisions for each project is who will lead our team. The MGT/LGWI project team is committed to working with the County and its leadership team to conduct a customized Workplace Culture Assessment and collaborate on developing priorities and strategic actions to foster organizational improvements. Our consultants have considerable experience serving in and consulting for local government, providing an immediate understanding of the work environment.

If selected to complete this engagement, UNC-Chapel Hill professor Leisha DeHart-Davis will lead the Workplace Culture Assessment. Professor DeHart-Davis has conducted workplace climate studies and analyzed quantitative and qualitative results since 2004. She will be assisted by Clay Fleming, Assistant Director of the LGWI. Senior Consultant Rodney Crain will act as your overall project manager and MGT point of contact for this project, coordinating with our entire team to ensure the final product you receive meets the County's needs. Director Mary Jacobs will serve as strategic advisor and play a key part in the review of data and development of final recommendations.

Senior Consultant and MGT Project Manager



RODNEY CRAIN, SHRM-SCP

Senior Consultant – Human Capital Solutions
847.380.3240
RCrain@mgt.us

Proposal Inquiries, Executive Consultant, and Strategic Advisor



MARY JACOBS

Director – Human Capital Solutions
847.380.3240
MJacobs@mgt.us

KEY PROJECT PERSONNEL

Consultant and Workplace Culture Assessment Lead



LEISHA DEHART-DAVIS, PH.D

Director, Local Government Workplaces Initiative and Professor of Public Policy, University of North Carolina – Chapel Hill
919.966.4189

LDeHart@email.unc.edu

Consultant



CLAY FLEMING

Assistant Director, Local Government Workplaces Initiative
University of North Carolina – Chapel Hill
919.966.5381

Fcf2@sog.unc.edu

Note: Project team member's resumes are included in the Appendix.



Project Approach & Methodology

Project Understanding

Franklin County issued a Request for Proposals seeking an experienced consulting team to assess the organization's workplace climate and provide actionable recommendations to enhance communication, engagement, and overall organizational effectiveness. The intent of this engagement is to give County leadership a clear understanding of how employees experience their work environment, what is functioning well, and what opportunities exist to strengthen collaboration and performance across all levels of the organization.

MGT originally proposed conducting this assessment through a Countywide workplace climate survey administered by the Local Government Workplaces Initiative (LGWI) at the University of North Carolina–Chapel Hill, complemented by MGT's analysis and development of practical recommendations. Following a presentation and discussion with the Board, County leadership expressed a preference for a more personal, conversational approach that would allow employees to share their perspectives directly and in their own words.

In response, MGT and LGWI have revised the proposed methodology to replace the survey with confidential, semi structured interviews. These interviews will maintain the original study's focus on organizational culture and employee experience but will allow for deeper insight into the "why" behind employee views. This approach meets the same objectives as the original design while aligning with the Board's request for a more individualized process.

LGWI and MGT will conduct confidential interviews with Franklin County employees, including union, nonunion, and elected officials. Each conversation will follow a consistent, research-based protocol anchored around two core questions: What do you like about working for Franklin County? and What do you wish were different, and why? Interviews will include optional prompts to explore communication, leadership, workload, teamwork, and fairness, allowing employees to focus on the experiences most important to them.

To provide flexibility in both scope and cost, MGT and LGWI have presented two options for the County's consideration. The first option involves interviewing a large, statistically representative sample of employees, providing reliable organization-wide insights while remaining mindful of budget constraints. The second option extends interviews to all employees who wish to participate, offering the fullest possible opportunity for voice and inclusion. Both options apply the same confidential research protocols, rigorous analysis, and practical reporting structure; the difference lies only in the breadth of employee participation.

All County departments and independently elected offices will be invited to participate in the process, though participation will remain voluntary. The goal of this effort is not to evaluate individuals or offices, but to understand shared experiences and identify organizational patterns that can inform constructive action by County leadership. Findings will focus on system-level insights that highlight opportunities to strengthen communication, collaboration, and trust across all areas of County government.

Interviews will be conducted under university Institutional Review Board (IRB) oversight and a Federal Certificate of Confidentiality (CoC) to ensure privacy and data protection. No names, titles, or identifiers will be shared with County leadership. LGWI will analyze the deidentified

PROJECT APPROACH & METHODOLOGY

data using established qualitative research methods to identify clear patterns and themes that reflect employee sentiment across departments and functions.

MGT will collaborate closely with LGWI to interpret these findings within the County's operational context and to translate them into practical, prioritized recommendations. The final deliverable will integrate LGWI's analytic results with MGT's implementation expertise into one cohesive report that offers both insight and a roadmap for improvement. By combining LGWI's nationally recognized research methodology with MGT's practical local government expertise, the County will receive findings that are both empirically sound and operationally relevant. Across our engagements, MGT's approach has consistently resulted in meaningful, data-informed change. Clients often use our recommendations as the foundation for internal action plans, training initiatives, and leadership development efforts.

The engagement's objectives remain unchanged:

- Understand how employees experience Franklin County as a workplace.
- Identify organizational strengths, challenges, and areas for improvement.
- Provide leadership with actionable recommendations to strengthen engagement, trust, and communication.

Through this updated approach, Franklin County will receive the same high-quality, evidence-based understanding of its workplace climate originally envisioned in the proposal, enhanced by the depth and nuance that confidential employee interviews can provide.

Project Management

MGT uses proven project management methodologies to ensure we deliver project results that are on time, on budget, and meet or exceed client expectations by identifying long-term, decision-making solutions.

We find that the two most critical keys to project success are **planning** and **communication**.

We take very intentional measures to define milestones, responsibilities, and delivery dates in our **planning** process, and to track work progress against the work plan daily, providing regular project status reports. After the contract is awarded, we enhance the project work plan that was included in our proposal by adding specific milestones, delivery dates, and consultant responsibilities. We refine this plan with input from our project initiation meeting(s) with the client. We employ problem-solving skills, technology, and staff adaptability to react to variances between work plan projections and actuals to meet the County's deadline.

Throughout this process, we remain in frequent **communication** with the client to avoid surprises or conflict. Our consultants will be in regular contact with the County Project Manager,



PROJECT APPROACH & METHODOLOGY

providing regular project status updates and calls to provide a summary of progress and to address any risks or variances from the planned schedule.

Our team's approach is based on the methodologies, models, and tools that we have developed for this type of work, coupled with **50 years** of service to public sector organizations across the country. To successfully conduct a study, it is important to fully understand the environment in which an organization operates and the objectives of the study to provide a complete, forward-thinking analysis and final report.

In these ways, you can be confident that the study will be transparent, realistic, and useful accomplishing its intended objectives. Moreover, it has been our experience that this approach leads to the consideration of meaningful changes because of the study and the implementation/action plan that is an integral part of moving forward intentionally and strategically.

Proposed Methodology and Deliverables

A detailed plan specifically designed for you.

The work plan for the analysis is organized around the Project Understanding section. The consulting team will initially seek input from the County's leadership team regarding the organization's mission, goals, and objectives.

TASK 1.0: STUDY PREPARATION AND PROJECT KICKOFF

MGT approaches every engagement as a collaborative partnership built on transparency and alignment with client goals. Our consultants will coordinate a virtual kickoff meeting with Franklin County leadership to review project expectations, scope, and methodology, ensuring a clear understanding of objectives.

As part of this discussion, the County will confirm its preferred interview approach. MGT and LGWI have proposed two options for the Board's consideration. The preferred approach will be confirmed during the project kickoff, allowing the team to finalize scheduling and prepare appropriate communication materials.

- (1) A large, representative sample of randomly selected employees (70% or 61 employees) to provide broad organizational insight while remaining cost-efficient, or
- (2) Inclusion of all employees in the interview process to maximize participation and depth of feedback.

Both options follow the same methodology and confidentiality protocols, with the sample option offering a slightly lower overall cost while maintaining analytical rigor. We will also finalize the project timeline and key milestones during this meeting. Additionally, our team will request and review relevant documents to gain foundational insights and prepare for the Workplace Culture Assessment, including development of the interview framework and communication plan.

TASK 2.0: EMPLOYEE INTERVIEWS

Outcome – Implementation of a confidential, interview-based Workplace Culture Assessment designed to gather actionable feedback from Franklin County employees.

Description – MGT and LGWI will collaborate with Franklin County leadership to plan and conduct one-on-one confidential interviews with employees across departments, divisions, and role types. These interviews replace the originally proposed survey approach while maintaining the same overall goals: to understand employee perspectives, identify workplace strengths and challenges, and develop practical recommendations for improvement.

The interviews will provide employees with an opportunity to share what they value about working for Franklin County and what they wish were different, in their own words. Follow-up prompts will be used to explore specific topics such as communication, workload, leadership, teamwork, fairness, and wellbeing. Interviews will be conducted remotely via Teams or phone, with optional on-site sessions if requested by the County.

All interviews will be voluntary, confidential, and conducted under the University of North Carolina's Institutional Review Board (IRB) and Certificate of Confidentiality (CoC) protocols, ensuring that individual identities are protected and raw data are not shared with the County.

2.1 Preparation

Prior to launching the interview process, MGT and LGWI will review relevant County documents to gain foundational context and align on goals. This may include strategic plans, organizational charts, HR policies, and prior employee feedback initiatives. These materials will inform the interview framework and ensure the questions reflect local context and priorities.

The interview guide will include two core questions: "What do you like about working for Franklin County?" and "What do you wish were different, and why?" supplemented by follow-up prompts addressing communication, leadership, teamwork, fairness, workload, and employee well-being. The guide will be reviewed and approved by County leadership before implementation.

2.2 Employee Outreach and Communication

MGT and LGWI will partner with County leadership to develop a communications plan that builds awareness and trust in the process. Clear communication from the start will reinforce confidentiality and the County's commitment to listening and improvement. The communications strategy may include:

- A message from the Board Chair or other County leader announcing the Workplace Culture Assessment and emphasizing its purpose.
- A Frequently Asked Questions (FAQ) document addressing confidentiality, participation, and scheduling.
- Articles or posts in employee newsletters, on the intranet, or other internal platforms.
- Posters or flyers for common work areas.
- Optional short video featuring Professor Leisha DeHart-Davis explaining confidentiality protections under UNC's Institutional Review Board (IRB) and Certificate of Confidentiality (CoC).

PROJECT APPROACH & METHODOLOGY

Employees will be informed that participation is voluntary, interviews are confidential, and no identifying information will be shared with County leadership.

2.3 Scheduling

A private online scheduling system will be implemented to allow employees to select their preferred interview times without supervisors or coworkers viewing their selections. Sessions will be scheduled to accommodate all shifts and departments, including early-morning or evening availability for public safety and other 24-hour operations. MGT and LGWI will work with County staff to ensure equitable access for all employees, including union and nonunion personnel and elected officials.

2.4 Employee Interviews

LGWI will conduct confidential one-on-one interviews with employees across all departments, divisions, and role types. Each session will last approximately 60 minutes and will be conducted remotely via Teams or phone, with the option for on-site sessions if requested by the County.

Interviewers will follow a consistent, semi structured guide anchored by two core questions:

- What do you like about working for Franklin County?
- What do you wish were different, and why?

Follow-up prompts will be used as needed to explore topics such as communication, workload, teamwork, leadership, fairness, recognition, and wellbeing. This approach allows employees to describe their experiences in their own words while ensuring that key workplace themes are explored consistently across interviews.

All interviews will be voluntary and confidential. Interviews will not be audio recorded; instead, they will be live transcribed using secure software, and all identifying information will be removed.

2.5 Elected Official Interviews

In addition to interviews with employees, confidential interviews will also be conducted with elected officials. Similarly, these sessions will be scheduled for 60 minutes and will be conducted remotely at the convenience of the interviewee.

The focus of these interviews will be slightly different from the questions asked of employees, but the intent is the same: to understand the individual's perspective on culture and environment that employees experience in working for Franklin County. Core questions will include:

- How would you define the culture at Franklin County?
- What has occurred in the past 5-7 years that has had the greatest impact on the County?
- What would you say are Franklin County's key strengths?
- What would you say are Franklin County's areas of opportunity?
- What is your long-term vision for Franklin County?

For these interviews, follow-up prompts will be focused on strategy, structure, people, processes, rewards/metrics and collaboration. conducted

TASK 3.0: DATA ANALYSIS AND MIDPOINT SUMMARY

Outcome – Identification of emerging patterns and insights from employee interviews to inform later synthesis and recommendations.

Description – LGWI will analyze interview transcripts using MAXQDA software to identify recurring themes and patterns across departments, role types, and work functions. All transcripts will be de-identified prior to analysis to ensure confidentiality. A structured codebook will guide the categorization of comments into topics such as communication, leadership, workload, teamwork, fairness, and employee wellbeing. Patterns will be recognized when multiple employees independently raise similar points, providing a reliable foundation for interpretation.

A concise Midpoint Summary will be shared with County leadership to highlight early themes, areas of agreement, and emerging opportunities for improvement. The Midpoint Summary will provide a high-level, non-attributive overview of early findings to maintain confidentiality while supporting ongoing coordination. The summary will also note participation progress and any early actions that could enhance employee engagement for the remainder of the process. Prior to delivery, MGT and LGWI will jointly review the preliminary themes to ensure alignment and consistency in interpretation.

TASK 4.0: OPTIONAL POST-INTERVIEW FOCUS GROUPS

LGWI can conduct up to six optional focus groups, either on-site or remotely, scheduled over two days, with each group consisting of up to ten employees. Participants will be invited and grouped based on division, role type, or other factors determined by the County, ensuring that employees do not participate in sessions with their direct supervisors.

The post-interview focus groups will supplement the individual interview findings by exploring key themes and potential solutions in greater depth. These sessions provide employees with an opportunity to discuss common experiences, identify practical ideas for improvement, and validate emerging findings. Focus group questions will be broad and open-ended, allowing participants to share insights freely while maintaining confidentiality. Example questions include:

- What are your initial reactions to the findings so far?
- Which issues or themes resonate most with your experience?
- How do you see these issues showing up in your department or team?
- What do you think could help strengthen communication, collaboration, or trust?
- Are there any other workplace challenges or ideas for improvement you would like to share?

A summary of focus group themes will be presented to County leadership for review and comment. LGWI will address any follow-up questions or requests for clarification within two weeks of submission.

TASK 5.0: PRACTITIONER REVIEW AND ACTION PLANNING

Outcome – Translation of research findings into clear, practical actions that strengthen Franklin County’s organizational culture and operations.

Description – Following completion of the interview analysis, MGT’s practitioner consultants will collaborate with LGWI and designated County leaders to review the preliminary findings and discuss actionable next steps. Drawing on decades of experience in local government environments, MGT consultants will provide practical insights to help ensure the recommendations are grounded in operational realities and aligned with Franklin County’s workforce needs.

As part of this process, the project team will convene a remote working session with County stakeholders to review the interview results and, if applicable, focus group findings. The purpose of this session is to gather feedback, identify potential barriers to implementation such as limited resources, competing priorities, or organizational readiness, and ensure recommendations align with the County’s operational context. In one or more follow-up meetings as needed, MGT will guide County leadership in discussing areas of greatest concern, including divisions facing recruitment or retention challenges or ongoing workplace culture issues.

These sessions will also provide an opportunity to review preliminary recommendations and explore potential Key Performance Indicators (KPIs) that can be used to measure progress and long-term success. The discussions will help the consulting team fine-tune final recommendations and begin shaping a realistic and prioritized action plan tailored to Franklin County’s goals. This step ensures that the project’s final deliverables are not only data-informed but also operationally relevant and capable of supporting meaningful culture change. This collaborative planning step is what transforms the assessment from a diagnostic exercise into a foundation for measurable improvement.

TASK 6.0: FINAL REPORTING

Outcome – Delivery of a final report aligned with County goals and implementation priorities.

Description – Building on the collaborative discussion and feedback gathered during Task 5.0, the project team will finalize and deliver a comprehensive report that presents the assessment results, identifies workplace culture patterns, and outlines strategic recommendations tailored to Franklin County’s environment. The final report will reflect both the rigor of LGWI’s research methodology, and the practical lens provided by MGT’s local government expertise, helping to ensure the County is well-positioned to act on the findings.

6.1 Draft Report Compilation

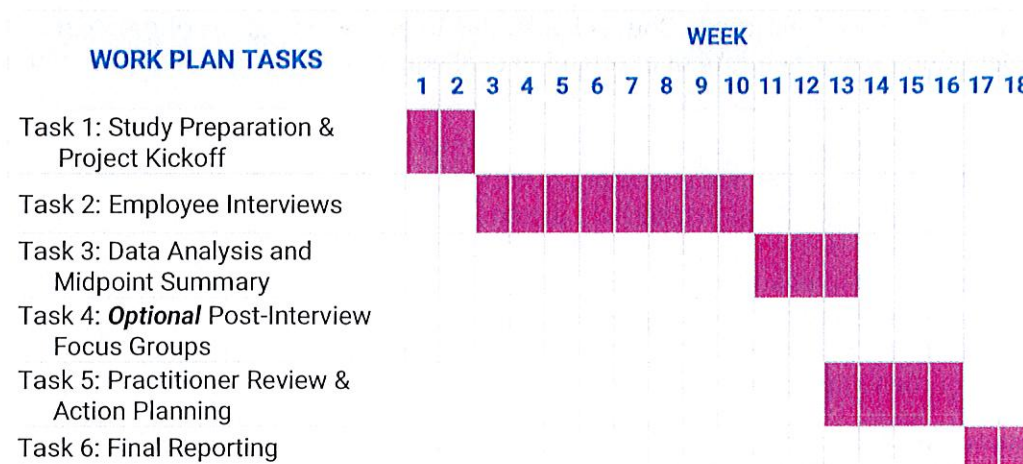
LGWI and MGT will compile a detailed report encompassing the methodology, interview results, and focus group findings (if applicable), along with strategic recommendations developed through the practitioner review process. The report will include clear visual summaries and tables to communicate findings effectively. The draft report will be submitted electronically to the designated County staff for review. The consultants will be available for at least two remote presentations of the draft report.

6.2 Final Report Submittal

Following County feedback, the consultants will revise and finalize the report as appropriate. If requested, MGT and LGWI can be onsite to present the final report to employees, leadership, or the governing body. The final report will integrate LGWI's research findings and MGT's practitioner insights into one cohesive document that provides both a clear understanding of current conditions and a realistic roadmap for implementation.

Project Timeline

Based on our experience conducting similar projects, we anticipate the proposed project can be completed in approximately 18 weeks after project initiation (not including the optional focus groups, as illustrated in the graph below, **based on mutual scheduling cooperation and timely receipt of requested documents**). If focus groups are selected, the project would be extended by 2-3 weeks depending on the number and whether they are remote or in person.



Roles, Responsibilities, and Project Management

As outlined in the phases of the project above, MGT's consultants will serve as the project manager/coordinator and work with the County to identify all tasks where the County's action is required. The project manager will coordinate directly with the designated County contact/project manager to ensure the engagement remains on schedule and the County is provided with appropriate updates on progress along the way. **The County will be responsible for:**

- Identifying the County's project coordinator who will serve as the primary recipient of all the Consultant's communications. This project coordinator will be responsible for sharing communications with designated County officials as determined by the organization.
- Providing all requested documents electronically to the MGT project manager.
- Scheduling all meetings with designated personnel, arranging rooms and on-site technology use for presentations (if necessary), coordinating refreshments as appropriate, and making hard copies of any documents as requested by the County attendees.
- If optional focus groups are selected, sending focus group invitations to employees, selecting and scheduling all employees for the designated focus groups, identifying and

PROJECT APPROACH & METHODOLOGY

coordinating conference rooms in a format requested by the consultants, providing Post-It flip chart paper and markers, and providing refreshments for participating employees.

- Reviewing all draft documents (e.g., assessment, communications strategy, draft report), distributing the documents internally as determined by the County, collecting and collating all comments/suggestions into a single document, and providing the collated comments to MGT's project manager via redline.



Pricing & Fee Structure

Defined by Impact. Driven by People.

Dedicated to the Community.

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Summary of Costs

Price (\$)

Workplace Culture Assessment – UNC-Chapel Hill Local Government

Workplaces Initiative

Option A. Random Representative Sample of 70% (61 employees)	15,500
Option B. All Employees	18,000

Consulting Services – 60 hours at \$225 per hour	13,500
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TOTAL NOT TO EXCEED:

**\$29,000* or
31,500***

**The project is proposed as remote. Consultant travel expenses are not included in the consulting fee, but consultants can be onsite at key points in the process if desired by the County. Only actual travel expenses will be billed to the County for reimbursement for any on-site visits. It is assumed that all other work performed by the project team will be conducted remotely.*

MGT provides all documents electronically. If the County desires to have printed copies of any documents, it is assumed the County will print. If MGT prints documents, costs will be billed directly, including any postage or related costs.

Optional Task 4.0 Post-Survey Focus Groups –LGWI will conduct six focus groups on-site over two days for an additional \$6,000 plus actual travel expenses for one consultant. Additional focus groups can be added at the rate of three per day for \$3,000 each day plus actual travel and supplies expenses, up to a maximum of 12 over four days. Remote focus groups are \$700 each.

Any additional services beyond the scope of this proposal will be billed for \$225/hour plus travel expenses, if any. MGT is available to continue assisting Franklin County with implementation of recommendations, if desired.

Payment for Fees & Services

Invoicing Schedule	Milestone	% of Contract Value
Invoice #1	Contract Execution	40%
Invoice #2	Completion of Task 4	40% (and expenses incurred to date)
Invoice #3	Delivery of Final Report	20% (plus all remaining expenses)

Payment of invoices is due within thirty days of receipt.



Appendix A - Resumes

Team member resumes are provided on the following page.



Rodney L. Crain, M.B.A.

Senior Consultant



Rodney L. Crain is a highly accomplished human resources executive with a rich and diverse career spanning over four decades in both public and private sectors. His expertise lies in executive search, management consulting, and talent development, where he has consistently delivered impactful results. Mr. Crain excels in executive coaching, talent acquisition, succession planning, and compensation strategies, leveraging his extensive experience to build high-performance organizations and drive strategic objectives. With a strong background in Fortune 100 and 200 companies, he brings innovative strategies for increasing employee engagement and achieving organizational missions. Transitioning seamlessly to the public sector, Mr. Crain has redefined the hiring process for municipalities, driving initiatives to promote diversity, equity, and inclusion while enhancing organizational capability. He is committed to earning trust as a strategic advisor, partnering with organizations to attract and retain diverse talent for long-term success.

Areas of Expertise

- Staffing Models and Planning
- Executive Search and Recruitment
- Executive Coaching
- Talent Acquisition
- Compensation Strategies
- Leadership Development
- Human Resources Governance
- Diversity and Inclusion Initiatives
- Performance Management
- Data Analytics for Talent Management

Education/Credentials

- M.B.A., Human Resources and Operations Management, Consortium for Graduate Study in Management Fellow, Washington University in St. Louis
- B.S., Secondary Education, magna cum laude, University of Central Missouri
- ECCP, Executive Coaching Certified Professional, IOD

Awards

- Travis County Sheriff's Office Vision Award
- TMHRA, Innovation in Municipal Human Resources Management
- City of Austin Distinguished Service Award

Memberships & Affiliations

Society of Human Resource Management (SHRM), Senior Certified Professional
 Texas Municipal Human Resources Association (TMHRA)
 Human Resources Certification Institute (HRCI), Senior Professional in Human Resources
 Board of Governors of the CA Community Colleges, California Community College Instructor

Professional Experience

MGT Impact Solutions, LLC, Senior Consultant, 2022-Present
 City of Austin, TX, Talent Acquisition Manager, 2014-2022
 Greater Austin Chamber of Commerce, Talent Council Member, 2016-2022
 Office of Police Oversight, City of Austin Citizen's Review Panel Member, 2009-2012
 ManpowerGroup, Human Resources Director, 2009-2013; Human Resources Manager, 2003-2008
 Hewlett-Packard Company, Human Resources Functional Manager, 1995-2002; Compensation Manager, 1986-1995



Mary Jacobs
Director



Mary Jacobs is a Director at MGT, where she leads with a focus on strategic planning, organizational assessments, and succession planning. With nearly 30 years of leadership experience in local government, she has served in various high-profile roles, including Town Manager of Oro Valley, Arizona, and Assistant City Manager of Sierra Vista, Arizona. Mary is renowned for her strategic advisory skills and her ability to develop and implement comprehensive economic development strategies, foster community partnerships, and drive process improvement initiatives.

Areas of Expertise

- Strategic Planning
- Organizational Assessments
- Succession Planning
- Economic Development Strategies
- Process Improvement and Innovation
- Community Partnership Development
- Financial and Capital Planning
- Leadership and Team Development
- Training and Facilitation
- Public Administration
- Municipal Services Negotiation
- Employee Engagement and Development

Education

- M.P.A., University of Arizona
- Senior Executive Program, State and Local Government, Harvard Kennedy School
- B.A., Political Science, University of Arizona

Training & Instruction

- Presenter, Various Conference and Training Sessions for ICMA, ACMA, Arizona League of Cities and Towns, Arizona Women Leading Government, State Associations, & Community Groups
- Regular Guest Lecturer at University of Arizona MPA Classes

Throughout her career, Mary has demonstrated a commitment to supporting women and young professionals in the field, earning her a reputation as a respected executive. She has a robust network of professional connections across the U.S. and internationally, bolstered by her involvement with the International City/County Management Association and other professional organizations. Mary is also a trained facilitator and skilled communicator, adept at leading both government and non-profit organizations in developing strategic plans and organizational strategies.

Mary is a trained facilitator, excellent communicator, and skilled at leading both government and non-profit organizations in developing short- and long-term strategic plans, organizational strategies, and financial and capital plans.

Memberships & Affiliations

International City/County Management Association (ICMA), Current Member and Past Regional Vice President/Board Member.

Arizona City/County Management Association (ACMA), Past President and Board Member, ACMA Coach/Mentor and Recipient of the Catherine F. Connelly Outstanding Assistant City Manager Award in 2008

Campus Research Corporation, Current Chair and Board Member.

Wildland Fire Executive Council, Member. Appointed by the U.S. Secretaries of Interior and Agriculture to Serve as the National League of Cities' Representative

Professional Experience

MGT Impact Solutions, LLC, Director, 2023-Present

Town of Oro Valley, Town Manager, 2017-2022

City of Sierra Vista, Assistant City Manager, 2000-2017

Town of Barnstable, Assistant Town Manager, 1994-2000

Maricopa County Manager's Office, Administrative Support Manager, 1991-1993

Maricopa County Office of Organizational Development, Management Analyst, 1989-1991

APPENDIX A - RESUMES



Local Government
Workplaces Initiative



SCHOOL OF
GOVERNMENT

LEISHA DEHART-DAVIS

Professor of Public Administration and Government
Local Government Workplaces Initiative Director



Leisha DeHart-Davis is a Professor of Public Administration and Government at the University of North Carolina—Chapel Hill School of Government. She directs the Local Government Workplaces Initiative, a research program that conducts workplace climate research to help local governments.

Leisha DeHart-Davis is a professor of public administration and government at the School of Government. Her applied research focuses on workplace climate in local government organizations. DeHart-Davis's academic research addresses public sector organizational behavior, most recently, employee voice, organizational structure, and citizen and workplace incivility.

She is a faculty member in the School's Master of Public Administration program and directs the Local Government Workplaces Initiative, a research program that conducts workplace climate and employee engagement research to help local governments create great workplaces.

DeHart-Davis is a National Academy of Public Administration Fellow and recipient of the 2024 Herbert Simon Award and the 2019 Gary Cornia Distinguished Lecturer given by the Romney Institute of Brigham Young University. She has published two books, the award-winning *Creating Effective Rules in Public Sector Organizations* and *Understanding Gender Imbalance in Public Sector Leadership*. Her research has also been published in the *Journal of Public Administration Research and Theory*, *Public Administration Review*, *International Public Management Journal*, *Administration and Society*, and *Review of Public Personnel Administration*.

DeHart-Davis is past-president of the Public Management Research Association and a UNC Thorp Faculty Engaged Scholar. She holds a Ph.D. in public policy from the Georgia Institute of Technology.

PROFESSIONAL EDUCATION

- Ph. D., Master of Science - Public Policy, Georgia Institute of Technology
- Bachelor of Arts - Interdisciplinary Studies, University of South Carolina

FIELDS OF EXPERTISE

- Diversity and Inclusion in the Workplace
- Employee Engagement Surveys
- Employer-Employee Relations
- Human Resources Management
- Organizational Change and Development
- Organizational Policies and Procedures
- Public Administration
- Public Management
- Research Methods for Public Administration
- Survey Methodology

MEMBERSHIPS AND AFFILIATIONS

- International City/County Management Association
- Engaging Local Government Leaders
- Public Management Research Association

PROFESSIONAL BACKGROUND

- Professor, University of North Carolina at Chapel Hill School of Government (2018 – Present)
- Associate Professor, University of North Carolina At Chapel Hill School of Government (2012 – 2018)
- Associate Professor, University of Kansas School of Public Administration and Affairs (2009 – 2012)
- Assistant Professor, University of Kansas School of Public Administration and Affairs (2002 – 2009)

APPENDIX A - RESUMES



Local Government
Workplaces Initiative

CLAY FLEMING

Local Government Workplaces Initiative Assistant Director



SCHOOL OF
GOVERNMENT



Clay Fleming is a dedicated public servant passionate about helping local government employees reach their full potential. He supports this by empowering employees, giving them a voice in their work, and ensuring they have access to resources that will help them thrive.

Clay joined the Local Government Workplaces Initiative in June 2023 as the assistant director, working alongside Dr. DeHart-Davis to support local government employees both inside and outside of North Carolina. He is a graduate of the Master of Public Administration program at the University of North Carolina School of Government. Before joining the Local Government Workplaces Initiative, Clay worked in the Human Resources Department at the Town of Cary, North Carolina. At the Town of Cary, he assisted the Public Works Department leading supervisory training and professional development of staff while also sustaining recruitment and retention efforts.

Clay has a passion for organizational behaviors and translating applicable theories into practice that benefit organizations, their teams, and their culture. His interest in enhancing organizational work environments precipitated and continually informs his work with the Local Government Workplaces Initiative.

PROFESSIONAL EDUCATION

- Master of Public Administration (MPA) – University of North Carolina, Chapel Hill
- Bachelor of Science , Communication – Appalachian State University

FIELDS OF EXPERTISE

- Organizational Behavior
- Public Administration
- Human Resources Management
- Design Thinking and Innovation
- Qualitative Research Methods
- Focus Group Facilitation
- Survey Research Design
- Data Analysis and Visualization

Appendix B – Proposal Amendment

October 1, 2025

Tiffany Baker, Human Resources Director
Commissioner's Office
140 Main Street, Suite 3
Farmington, ME 04938

RE: AMENDMENT TO PROPOSAL FOR HR CONSULTING SERVICES – OPTIONAL TRAVEL COSTS

Dear Ms. Baker:

Thank you for the opportunity to be further considered by Franklin County for HR Consulting Services and cultural evaluation. We are pleased to provide you with this amendment outlining the optional travel expenses for two members of our team to be on-site for an interview with the Franklin County Board of Commissioners.

The following cost summary is a not-to-exceed (NTE) estimate for one MGT consultant and one consultant from the Local Government Workplace Initiative (LGWI) at the University of North Carolina-Chapel Hill to participate in an on-site interview. Only actual travel costs would be submitted to the County for reimbursement in accordance with County travel policies and requirements.

Summary of Optional Travel Costs for In Person Interview (2 Consultants)	Price (\$)
Transportation (airfare, mileage, parking and rental car expenses)	2,300
Other Expenses (accommodations, meals, and incidentals)	1,100
TOTAL NOT TO EXCEED:	3,400*

We remain committed to conducting an assessment that evaluates the organization's current state and provides actionable strategies for improvement.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT Impact Solutions, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgt.us
PROPOSAL CONTACT	Mary Jacobs, Director 790 Frontage Road, Suite 213 Northfield, IL 60093 847.380.3240 ext. 117 mjacobs@mgt.us

Thank you for the opportunity to submit this amendment to MGT's proposal to Franklin County. Should you have questions, please contact **Mary Jacobs** at the above contact information.

Regards,



Patrick J. Dyer, Vice President.
Authorized to Bind the Firm.

Tiffany Baker

From: Patrick Ibarra <patrick@gettingbetterallthetime.com>
Sent: Friday, October 31, 2025 8:29 AM
To: Tiffany Baker
Subject: RE: Revised Fee

Importance: High

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Tiffany,

Okay, so I included with option 2 both the questionnaire and follow up individual (which may also include bring a friend) meetings but removed focus groups.

My revised Scope and Fee is as follows:

- Option 1
 - o Conduct 30 minute meetings with up to 100 people
 - o Review relevant documents (i.e. performance appraisal blank form, budgets, etc.)
 - o Provide report evaluating current situation related to the various cultures and offering a series of targeted recommendations.
 - o Fee is 100 hours @\$325 hourly = \$32,500
- Option 2
 - o Review relevant documents (i.e. performance appraisal blank form, budgets, etc.)
 - o Design and administer e-questionnaire for up to 100 people

Sample questions:

 - **Mission, Vision and Values**
 - To what extent is the mission well understood by employees?
 - Employees here always keep going when the going "gets tough."
 - **Employees' Experience**
 - Senior management and employees trust each other.
 - My job gives me the opportunity to experience a real sense of accomplishment.
 - **Change and Innovation**
 - To what extent do you feel free to suggest changes that would help you to perform your work more effectively?
 - To what extent are employees encouraged to challenge the ways things are done in this organization?
 - **Performance Management**
 - To what extent did your most recent performance appraisal provide you with an opportunity to have a meaningful discussion with your supervisor about your job?
 - My supervisor and I have a good working relationship.

A 4-point Likert scale will be utilized for the questionnaire and **responses will be anonymous (i.e. no names) although respondents will be asked whether or not he/she is a supervisor/manager and in what department they are assigned.** There are numerous workplace cultures within the organization and in an attempt to differentiate among

- departments, the question about which department an employee is assigned is critical when analyzing responses to the questionnaire
- o Provide report evaluating current situation related to the various cultures and offering a series of targeted recommendations.
- o Fee is 160 hours @\$325 = \$52,000

Please let me know if I need to provide any additional information.

Thanks.



Patrick Ibarra

The Mejorando Group

"Getting Better All The Time"

Connect via [Linked In](#)

Website: www.gettingbetterallthetime.com

Mobile: (925) 518-0187



From: Tiffany Baker <TBaker@franklincountymaine.gov>

Sent: Thursday, October 30, 2025 12:12 PM

To: Patrick Ibarra <patrick@gettingbetterallthetime.com>

Subject: RE: Revised Fee

Importance: High

Hi Patrick,

I am confused by your option 2. The Commissioners did not want to conduct focus groups, but were OK if an employee needed to "bring a friend" into the interview to be more comfortable. They were however interested in the possibility of having a survey done in addition to the in-person interviews. I thought that was going to be your option 2. Perhaps we had a misunderstanding in our communication.

If there is a survey option, they wanted to see a copy of the potential questions.

Regards,

Tiffany Baker,

SHRM-CP

(She, her, hers)

Human Resources

Director/Deputy

County Administrator

120 County Way, Suite 4
Farmington, ME 04938

Office: 207-860-4251

Tiffany Baker

From: Patrick Ibarra <patrick@gettingbetterallthetime.com>
Sent: Monday, October 27, 2025 8:27 AM
To: Tiffany Baker
Subject: Revised Fee

Follow Up Flag: Follow up
Flag Status: Flagged

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When in doubt, contact your IT Department

Tiffany,

Greetings.

My revised Scope and Fee is as follows:

- Option 1
 - Conduct 30 minute meetings with up to 100 people
 - Review relevant documents (i.e. performance appraisal blank form, budgets, etc.)
 - Provide report evaluating current situation related to the various cultures and offering a series of targeted recommendations.
 - Fee is 100 hours @\$325 hourly = \$32,500
- Option 2
 - Review relevant documents (i.e. performance appraisal blank form, budgets, etc.)
 - Design and administer e-questionnaire for up to 100 people
 - Design and facilitate up to 20 focus groups
 - Provide report evaluating current situation related to the various cultures and offering a series of targeted recommendations.
 - Fee is 80 hours @\$325 = \$26,000

Please let me know if I need to provide any additional information.

Thanks.



Patrick Ibarra

The Mejorando Group

"Getting Better All The Time"

Connect via [Linked In](#)

Website: www.gettingbetterallthetime.com

Mobile: (925) 518-0187



From: Tiffany Baker <TBaker@franklincountymaine.gov>
Sent: Monday, October 20, 2025 4:05 PM
Subject: November 4th Decision

Good afternoon,

The Commissioners have decided to postpone their decision making until November 4th. This is to allow for clarification on potential in-person interview questions that may be used, budgetary items, and post survey questions. Please send these clarifications to me by no later than October 30th to allow time to prepare information for the meeting.

Please let me know if you have any questions.

Thanks,

Tiffany Baker,
SHRM-CP
(She, her, hers)
Human Resources
Director/Deputy
County Administrator

120 County Way, Suite 4
Farmington, ME 04938

Office: 207-860-4251
Cell: 207-491-6520
Fax: 207-558-0385

Disclaimer

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Franklin County Workplace Culture Assessment – Interview Question Framework Draft – Steve Francek (HR Consultant)

Summary: This is a semi-structured framework where each theme remains consistent across all groups ensuring comparability, but the language is adapted for context. That way, a union employee, a department head, and an elected official all explore *Leadership and Accountability*, but in words that feel natural to their role. It keeps interviews conversational and respectful while preserving analytical rigor. Space will be made for follow-up questions to answers that are too brief or need more context.

1. Mission & Vision

Group	Question
Union Employees	“How connected do you feel to the County’s overall mission or purpose?”
Non-Union Employees	“How clearly do you see the County’s mission and goals reflected in your department’s priorities?”
Department Heads	“Do you believe your teams connect their daily work to the County’s stated mission and vision?”
Elected Officials	“From your perspective, how well is the County’s mission communicated and lived out across departments?”

2. Engagement & Pride

Group	Question
Union Employees	“What keeps you engaged or motivated in your role?”
Non-Union Employees	“What aspects of your work give you the most satisfaction or sense of accomplishment?”
Department Heads	“Would you say that your team is engaged?...If “Yes”: What have you found most effective in keeping your staff engaged and motivated?...If “No”: Why do you think that is?”
Elected Officials	“Where do you see the strongest sense of pride and engagement among County employees, and what drives it?”

**Franklin County Workplace Culture Assessment – Interview Question
Framework Draft – Steve Francek (HR Consultant)**

3. Communication

Group	Question
Union Employees	“How well do you feel information flows from leadership to staff and between departments?”
Non-Union Employees	“How would you describe communication within your department and with County leadership?”
Department Heads	“How effectively do you feel information flows <i>to you</i> from County leadership, and how do you keep that flow consistent for your staff?”
Elected Officials	“How effective do you feel the County’s internal communication is in keeping everyone informed and aligned?”

4. Trust & Safety

Group	Question
Union Employees	“Do employees feel safe speaking up about problems, mistakes, or new ideas without fear of retaliation?”
Non-Union Employees	“How comfortable do you feel being candid about challenges or mistakes within your department?”
Department Heads	“How comfortable do <i>you</i> feel raising concerns upward, and how do you encourage that same openness within your team?”
Elected Officials	“How confident are you that County employees trust leadership to act fairly and transparently?”

**Franklin County Workplace Culture Assessment – Interview Question
Framework Draft – Steve Francek (HR Consultant)**

5. Leadership & Accountability

Group	Question
Union Employees	“When something goes wrong, how do you see leadership respond? Do people feel supported and held to the same standards?”
Non-Union Employees	“How consistently do you see accountability applied within your department, including among leaders?”
Department Heads	“How do you model accountability for your team, and how well do senior leaders support or reinforce that?”
Elected Officials	“How do you see leadership accountability demonstrated at both the department and County levels?”

6. Workload & Resources

Group	Question
Union Employees	“Do you feel you have enough staff, time, and tools to do your job well?”
Non-Union Employees	“How manageable is your workload, and do you have the resources you need to meet expectations?”
Department Heads	“How manageable is your own workload as a department head, and what would help you and your team meet service demands more effectively?”
Elected Officials	“How confident are you that departments have the staffing and resources necessary to deliver quality public service?”

**Franklin County Workplace Culture Assessment – Interview Question
Framework Draft – Steve Francek (HR Consultant)**

7. Collaboration & Morale

Group	Question
Union Employees	“How well do employees in your department work together and support each other?”
Non-Union Employees	“How would you describe teamwork and morale within and between departments?”
Department Heads	“How would you describe morale and collaboration from your vantage point — both for your team and among your department head peers?”
Elected Officials	“What’s your perception of overall employee morale and cooperation among County departments?”

8. Equity & Respect

Group	Question
Union Employees	“Do you feel employees are treated fairly and respectfully, regardless of position, seniority, or union status?”
Non-Union Employees	“Do you believe opportunities and treatment are equitable across roles and departments?”
Department Heads	“How respected and supported do you feel as a department head, and how do you foster fairness and respect within your team?”
Elected Officials	“From your oversight perspective, how equitably do you believe policies and practices are applied across the County?”

**Franklin County Workplace Culture Assessment – Interview Question
Framework Draft – Steve Francek (HR Consultant)**

9. Improvement & Voice

Group	Question
Union Employees	“If you could change one thing to make work better here, what would it be?”
Non-Union Employees	“How comfortable do you feel offering suggestions or ideas for improvement?”
Department Heads	“How easy is it for <i>you</i> to share feedback upward or influence change, and how do you help your staff do the same?”
Elected Officials	“How effectively does the County gather and respond to employee input or feedback?”

10. Asked to all groups: “Was there a question you hoped I’d ask or a topic you think we should be talking about that I haven’t brought up yet?”