

**SCHEDULE A ADDENDUM TO THE
SERVICE LEVEL AGREEMENT BETWEEN UTAH INTERACTIVE,
LLC
AND THE UTAH OFFICE OF THE ATTORNEY GENERAL**

This document will serve as the latest Schedule A addendum to the Service Level Agreement with the Network, Utah Interactive, LLC, adding additional Utah Office of the Attorney General transactions or services to the Network, subject to approval of the State of Utah Chief Information Office (CIO).

AGREEMENTS

1. Access By the Network Manager Utah Office of the Attorney General authorizes the Network Manager, to provide electronic access to information contained in the Utah Cold Case files, in accordance with this Agreement. Description of Service is as follows:

Creation of a web site to feature Cold Case investigations for the state of Utah. The site will provide information to the public on unsolved crimes in the Cold Case file, allowing citizens to search cases, view by geography, view case details, and submit information/tips to the investigation team.

The site will allow investigators to add, edit, or delete case information and photos.

2. Record Classification and User Access Utah Office of the Attorney General represents to the Network Manager the record classification: (Public or Private)

The Network Manager certifies that they will offer the following security and authorization for access to the application outlined above:

Users will be required to register with the network through the subscription agreement and issued a unique username and password. This username and password will be required to access the service. The application will allow access to only those records to which the user is eligible to access as established by the Utah Office of the Attorney General.

3. Record Supply Costs and Computer Programs. The Network Manager shall be responsible for costs and expenses in establishing access to the records and providing record transactions to Users and Subscribers, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the Utah Office of the Attorney General computer programs and to access the Records. Computer programs used by the Network Manager shall:
- a. Protect information from unauthorized access;
 - b. Supply records to Subscribers on a timely basis in an accurate, understandable and logical format acceptable to Utah Office of the Attorney General;
 - c. Be prototyped and tested by the Network Manager for Utah Office of the Attorney General review and approval before it is offered to the public.

4. Use messages. If required by Utah Office of the Attorney General, the Network Manager shall cause the Network to require Users to signify online that they will comply with any restriction on use of the records required by law, as amended from time to time. Such user agreement will be in the form of a use message displayed online, with a required positive response, all as captured in a log file, prior to the User being permitted to further search or view the record.
5. Subscriber Agreements. The Network Manager shall obtain initial written agreements from all Subscribers that they will comply with any other applicable federal or Utah laws, regulations, or policies relating to record use and confidentiality. Such agreements shall be maintained by the Network Manager for inspection by the Utah Office of the Attorney General.
6. Transaction Logs. Utah Office of the Attorney General shall have access to the Network's Subscriber Transaction Log for the purpose of auditing the collection and dissemination of Agency's records. Unless otherwise specified by Utah Office of the Attorney General, this Log shall contain the following data: Subscriber name, transaction data and time and type of inquiry/transaction.

Payment and Collection.

Utah Office of the Attorney General has determined to proceed under a time and materials contract. Payment is due to Utah Interactive in three installments; 50% at commencement, 25% at completion of development, and 25% at deployment.

An Annual Maintenance Contract will be required at 20% of the original development cost of the application. This will be invoiced and paid annually.

Project Tasks	Estimate In Units	Hourly Rate	Cost
Project Management*	105.00	\$70.00	\$7,350.00
Documentation*	25.00	\$70.00	\$1,750.00
Prototype/Image work*	30.00	\$55.00	\$1,650.00
Development	140.00	\$75.00	\$10,500.00
Testing	40.00	\$70.00	\$2,800.00
Migration (roll-out preparation, roll-out, post-roll-out support)*	30.00	\$75.00	\$2,250.00
Subtotal			\$26,300.00
Subsidized Amount			\$26,300.00
Total Cost Not to Exceed			\$0.00

8. Records and Finances. All Network documents and records maintained by the Network Manager relating to Utah Office of the Attorney General records shall be available for inspection, auditing and copying by the agency or other authorized representatives.
9. Responsibilities of Agency. In order to accomplish the tasks outlined in this Addendum A, NETWORK MANAGER will require the Utah Office of the Attorney General to perform the below listed items in a timely manner. If the Utah Office of the Attorney General

fails to provide any one of these items, the delivery dates for the NETWORK MANAGER deliverables may require adjustment. NETWORK MANAGER will not be held responsible for delays due to unavailability of data or resources from the Utah Office of the Attorney General

- The Utah Office of the Attorney General will designate a Project Manager with responsibility and authority for review and approval of deliverables under this Addendum A.
- The Utah Office of the Attorney General will provide timely authorization for the project and for each approval required during the project.
- The Utah Office of the Attorney General will assist NETWORK MANAGER in resolving any problems that arise both during and after the implementation of this project.
- The Utah Office of the Attorney General will provide transfer of necessary IT knowledge, environment and business processes to NETWORK MANAGER. Verbal walkthroughs and documentation will satisfy this responsibility.
- The Utah Office of the Attorney General will review and approve the functional requirement document and the prototype prior to implementation.
- The Utah Office of the Attorney General will sign and return to NETWORK MANAGER the Letter of Acceptance before the application is implemented.
- The Utah Office of the Attorney General will provide the required banking information to successfully set up and test the merchant account for processing of funds if applicable.
- The Utah Office of the Attorney General will be responsible for setting up and managing a merchant account if applicable.

10. RESPONSIBILITIES OF Utah INTERACTIVE

- NETWORK MANAGER will designate a Project Manager to serve as the primary point of contact for the NETWORK MANAGER deliverables and who will coordinate completion of the NETWORK MANAGER deliverables with the Utah Office of the Attorney General project team.
- NETWORK MANAGER will develop the application as defined in the Scope statement contained herein.
- NETWORK MANAGER will provide day-to-day management of the work plan.
- NETWORK MANAGER will host or attend periodic team meetings to review the status of project activities against the plan.
- NETWORK MANAGER will provide Project Plan Updates to the Utah Office of the Attorney General Project Manager, as required.
- NETWORK MANAGER will provide Executive Briefings to the Project Sponsor and the CIO's Office, as required.
- NETWORK MANAGER will place the application into production and make it available for use by the Utah Office of the Attorney General after receipt of an executed Letter of Acceptance from the Utah Office of the Attorney General.

11. DELIVERY OF FINAL APPLICATION

Following user acceptance testing, the Utah Office of the Attorney General will be requested by NETWORK MANAGER to sign a formal Letter of Acceptance ("Letter"). This Letter must be executed by the Project Sponsor, as previously identified in this Addendum A and the Letter must be received by NETWORK MANAGER's General Manager before the application can be placed into production and made available for use by the Utah Office of the Attorney General. Once NETWORK MANAGER receives the executed Letter from the Utah Office of the Attorney General, the application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered.

12. CHANGE PROCESS

The scope of work as specified in this document shall not change except when approved in accordance with the following processes and/or protocols:

Prior to Software Delivery:

- The NETWORK MANAGER and Utah Office of the Attorney General Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will affect cost, schedule or staffing.
- The proposed change is formally documented, including the impact on schedule, cost and staffing.
- The proposed change in the scope of work is reviewed by the NETWORK MANAGER and the Utah Office of the Attorney General Project Managers and taken before the eGovernment oversight entity for approval if required.
- Once the change in the scope of work is approved, the change becomes an additional Addendum to the SLA.

After Software Delivery:

After the application is delivered, as defined above, NETWORK MANAGER will provide support for the proper installation and ongoing general operation of the current release of the application.

- **Maintenance:** After the application is launched, if maintenance issues arise or reporting an error becomes necessary, the Utah Office of the Attorney General should contact NETWORK MANAGER. Maintenance includes graphical changes, addition or re-wording of text, or other changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring the Utah Office of the Attorney General to submit a written change request to NETWORK MANAGER. NETWORK MANAGER will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the CIO's Office, if required.
- **Software Modifications and Enhancements:** For software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software the Utah Office of the Attorney General will submit a written change request. NETWORK MANAGER will then evaluate the request, seek additional information if necessary, and prioritize it and price it in consideration of other ongoing development projects with the approval of the CIO's Office, if required.

15. Funding Source. The Agency is required to declare in advance the source of funds used for this project. Please indicate in the blank, which lettered statement is true about your funding source. If neither of these choices is true about your funding source, then the Network Manager may not be able to perform the work for the Agency. The Network Manager will rely upon your statement in determining whether it can or cannot perform this work for the Agency.

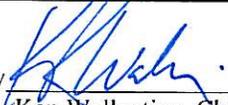
Declaration of funding source: _____

- a. "The Agency affirms that no federal funds are being used to finance this project." or,
- b. "Federal funds are being used to finance the project but no federal funds are being used that requires the Network Manager to assign all right, title and interest in any part of the work or deliverables, including any work allegedly made for hire, to any other entity, individual, or to the public domain. Special federal funding requirements, if any, are included as an attachment."

16. Efficiency Gain Calculation. The Utah Office of the Attorney General and the Network will establish baseline cost for the processing records both prior to making the enhanced service available and after the service is made available to estimate the cost savings of offering this service.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

Utah Office of the Attorney General

By 
Ken Wallentine, Chief of Law Enforcement

Date 5-21-08

The Network

By 
Rich Olsen, General Manager

Date 7-16-08

Office of CIO

By 
Jolet Olsen, DTS Director of Business Services

Date 7/14/08

Utah Interactive, LLC

68 South Main Street, Suite 200
 Salt Lake City, Utah 84101
 (801) 983-0275 / phone
 (801) 983-0282 / fax

Partner
 Utah Office of the Attorney General
 Investigations

 Contact:
 Scott Morrell

Work Order

WORK ORDER NUMBER	AG05202008
WORK ORDER START	May 20, 08
WORK ORDER END	

Approval Instructions:
 1. If you have any questions concerning this work order call Utah Interactive, LLC at (801) 983-0275.

 2. If the work order is accepted please sign and fax to Utah Interactive, LLC at (801) 983-0282. A copy with an original signature will also need to be mailed to Utah Interactive, LLC at 68 South Main Street, Suite 200, Salt Lake City, Utah 84101.

Scope of Work: Creation of a Cold Case web site to show information on unsolved cases throughout Utah. Public may search cases, view information, and see updates. Investigators may add, edit, or delete cases as necessary.

Project Tasks	Estimate In Units	Hourly Rate	Cost
Project Management*	105.00	\$70.00	\$7,350.00
Documentation*	25.00	\$70.00	\$1,750.00
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Subtotal			\$26,300.00
Subsidized Amount			\$26,300.00
Total Cost Not to Exceed			\$0.00

*Work subsidized under Utah Interactive's self-funding, statewide contract (number PD1068 -- Network Development/Management for On-line Government Services - <http://www.purchasing.utah.gov/agencies/contracts/PD1068.PDF>). The contract creates a public/private partnership between the State of Utah and Utah Interactive, LLC.

This offer is valid for 30 days and is subject to the T&M Standard Terms and Conditions. The signatures below indicates acceptance of this agreement by individuals authorized to commit the Partner and Utah Interactive, LLC.

Accepted By K. R. Valentine
 Signature [Signature]
 Date 5-21-08

Utah Interactive, LLC [Signature]
 Signature Rich Olsen
 Date 7-15-08

Billing Instructions:

This is a time and materials contract. Utah Interactive, LLC shall use its reasonable efforts to accomplish the above stated scope of work. Utah Interactive, LLC shall submit an invoice to the above address within 30 days of work completion. Invoices shall be paid Net 30 days.