## ORDINANCE NO. 218-24

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH S CUBE, INC. FOR THE RECONFIGURATION OF THE E-FILING PROCESS AT MEDINA MUNICIPAL COURT, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Mayor is hereby authorized and directed to an Agreement with S Cube, Inc. for the reconfiguration of the eFiling process at Medina Municipal Court.

**SEC. 2:** That the funds to cover the agreement are available in Account No. 167-0705-52215.

**SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

**SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to not hold up the process any further; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.
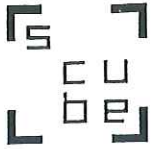
**PASSED:** ___December 9, 2024___     **SIGNED:** ___John M. Coyne, III___
                                                    **President of Council**

**ATTEST:** ___Kathy Patton___     **APPROVED:** ___December 10, 2024___
                    **Clerk of Council**

                                         **SIGNED:** ___Dennis Hanwell___
                                                          **Mayor**

# [s]Cube Proposal

# to provide

# eFiling Configuration

# for
# Medina Municipal, OH Court

Friday November 7th, 2024

**Prepared for:** Medina Municipal Court
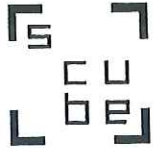
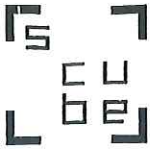**[s] Cube Inc.**
**1462 Erie Blvd.**
**Schenectady, NY 12305**

# TABLE OF CONTENTS

# OVERVIEW

**[s]Cube Inc** ([s]Cube) is pleased to submit this Proposal for the configuration of the eFiling process within Benchmark for **Medina Municipal Court,** Medina Ohio (Client).

[s]Cube will configure and deliver a working eFiling process and system within the benchmark application that will satisfy the eFiling mandate of the state of Ohio.

# BACKGROUND

The Medina Municipal Court has jurisdiction over, Brunswick and Medina; the townships of Brunswick Hills, Chatham, Granger, Hinckley, Lafayette, Litchfield, Liverpool, Medina, Montville, Spencer, and York; and the villages of Chippewa Lake and Spencer. The court has jurisdiction over misdemeanor and traffic cases, as well as preliminary felony hearings, civil cases up to $15,000 and small claims cases which do not exceed $6,000.d $6,000.

In recent years, the Court has sought to modernize its service delivery through investment in various IT related resources, including a modern "CMS" (Court Management System) known as "Benchmark," but which also includes a variety of other IT infrastructure, including computers, networks and related network equipment, servers, routers, printers, and more.

The Court currently lacks the functionality within the Benchmark application to perform state mandated eFiling services.

**[s]Cube is a privately held IT services company** with its corporate office located in upstate New York. The company was founded in 2015. Today, [s]Cube has more than fifty employees and performs its operations throughout the United States and Canada.

A core competency for [s]Cube is providing software and infrastructure IT related support services to municipal courts across the United States. [s]Cube has developed a deep skill set in the day-to-day operations of modern courts, which are seeking to utilize technology to manage the operations of the court while servicing their communities with efficient, accurate and online court services that are demanded by today's more technically savvy public.

[s]Cube has also worked extensively with several platform providers including Catalis (formerly known as "Pioneer Technologies"), manufacturers of the "Benchmark" Court Management software, which is operated by the Court. [s]Cube was engaged by Catalis to assist with supporting the Court with this implementation and is thus well versed in the Court's IT systems and challenges.

```
 ┌5  ┐
   ⊏ ⊔
 ⌞ b ⧣⌟
```
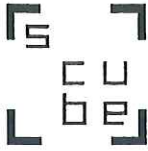
## 1. Project Overview:

This Statement of Work ("SOW") will serve as a contractual agreement between [s]Cube Inc. (Contractor) and Medina Municipal Court (Customer) for the project defined in the details below.

The objective of this project is to configure eFiling within the Benchmark application and ensure it operates to the standards of the court to satisfy the eFiling mandate of the state of Ohio for municipal courts.

## 2. Project Scope:

A. Establish access to the court environment, review the technical architecture and ensure proper technical requirements are in place to support the eFiling Configuration.
B. Create and set up a full wing to wing test environment so that eFiling can be tested through the full life cycle.
C. Work with court to get test payment environment set up, and review existing payment provider contract (Note: court may need to amend contract with Payment provider to support eFiling)
D. Review the needs of the specific court type, case types that will require eFiling, and document the process from beginning to end on how eFiling ling should work for the court.
E. Perform Configuration of eFiling in the systems, (Court Type, Case Types, Docket Codes, Fees, Unser Permissions and rights.
F. Configure case lists, payment types, and settings to support eFiling.
G. Work
H. Review and develop specific eFiling reports that will be needed to support the eFiling process.
I. Test eFiling process inclusive of payment and ensure all processes are working in accordance with the eFiling process documentation.
J. Perform all corrective updates to configuration
K. Perform super user training on the eFiling process and make a recorded video.  Develop eFiling training documentation.
L. Provide 2 (2-hour training session for external end users, 1 training session for internal end users)
M. Migrate eFiling configuration from test to Live environment.
N. Provide initial 30 days support.

## 3. Project Deliverables:

- Appropriately skilled labor as specified herein to configure the Benchmark system for eFiling as generally described above, and as directed in detail by Medina Municipal Court resources.
- Adequate documentation of those services to facilitate implementation and future support efforts.
- Timely meetings and communications about project status and blockers as necessary.
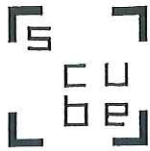
- Technical Support, within the constraints of the details provided below.

## 4. Project Timeline and Term:

- The service deliverables are expected to be completed within 120 days of execution of this SOW.
- Technical support and fixes may run beyond this timeframe. Unexpected project delays based on system; client availability may impact this timeframe as well.
- Any and all work beyond that deadline will require the written approval of both parties.

## 5. Project Team:

The [s]Cube project team will consist of:

- Scott Mogavero (Project oversight / Configuration)
- Josh Sowards (Configuration resource)
- Jeffrey Battersby (Configuration Resource)
- Zack Sowards (Configuration Resources)
- Cheng Lin (Reports)
- Joshua Stein (Configuration)

The Medina Municipal Court project leadership and team will consist of:

- Josh Strong
- Mike Kovak

## 6. Assumptions and Dependencies:

- [s]Cube resources will require the following:
  o Access to courts servers appropriate servers (typical, SWL, Web, APP).
  o Access to a testing environment where code can be tested prior to handoff.
  o Appropriate systems access required for the project.
  o Timely and thorough acceptance testing feedback such that bugs and issues can be addressed efficiently.

## 7. Labor Estimates:

As detailed above, [s]Cube has estimated the labor required to complete the work will not exceed 300 hours. Details of the subtask estimates to support these totals are provided in the "Project Scope" section above.
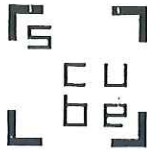
## 8. Cost and Payment Terms:

- [s]Cube agrees to provide the labor for the duration of the for a time and material rate of $140.00. The client will be billed hourly on a monthly basis with a not to exceed 300 hours or $42,000.00. for the completion of the contract.
- Any work outside the scope of the project that has been defined in this SOW will require a change order that would have to be agreed upon and signed by both parties..
- Payment terms will be net 30 from date of invoice billed monthly.

## 9. Additional Expenses:

Any additional expenses incurred beyond the agreed project scope will be communicated and approved by both parties prior to moving forward with any such activities.

## 10. Out of Scope:

The following items are explicitly excluded from the scope of this project:

- Customization or development of solutions beyond the requirements detailed in this proposal.
- Hours for development or technical support of any kind beyond the terms defined in the "Cost and Payment Terms" section.

## 11. Change Management:

Any proposed changes to the project scope, timeline, or budget must be submitted in writing and approved by the project sponsor and stakeholders.

## 12. Governance:

Regular project status meetings (at least weekly) will be held to review progress, address issues, and ensure alignment with project objectives.

## 13. Confidentiality:

All project-related information and materials are considered confidential and shall not be disclosed to third parties without prior consent. All SOW terms are also subject to the mutual NDA which was executed between the parties in September of 2024.

[s]
cu
be
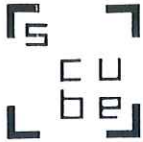
**14. ACCEPTANCE:**

<u>Medina Municipal Court</u>

Name: Dennis Harwell

Title: Mayor

Date: 12-19-2024

**[s]Cube**

Name: Adam Bell

Title: Chief Operating Officer

Date: 12/13/24