

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Ruth Gordon, Jefferson County Clerk

**DATE:** 12/06/2010

**SUBJECT:** Annual Jury Software Maintenance Agreement

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**STATEMENT OF ISSUE:**

Annually we need to renew our service agreement with our Jury Management software vendor.

**ANAYLSIS:**

Jury Systems staff provides our annual jury source list update, handles service requests promptly and effectively, and in my opinion is a very responsive vendor. We would have to pay the annual licensing fee regardless, but I do think we get good value for our investment in this software.

**FISCAL IMPACT:**

The annual maintenance costs are built into our department budget. We pay \$1219 for the annual maintenance fee and \$750 for the annual jury source list update. The Administrative Office of the Courts reimburses us the \$750 if they have sufficient funds, and thus far they have covered that cost to the County. This is a notable example of the legislature creating a mandate to the counties and the state actually funding the mandate. The payment reflects the costs involved when the juror pool was expanded to include people with driver's licenses and state ID cards in addition to registered voters.

**RECOMMENDATION:**

Please sign it.

**REVIEWED BY:**

\_\_\_\_\_  
Philip Morley, County Administrator

\_\_\_\_\_  
Date

**ORIGINAL**



JURY+ Jury Management System  
Software Maintenance Agreement Renewal  
Terms and Conditions  
10/21/10  
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This agreement is made between Jury Systems Incorporated ("JSI") and the Jefferson County Clerk's Office, an agency of A Municipal Corporation of the State of Washington ("Customer") for the renewal of the Software Maintenance Agreement entered into on the 25<sup>th</sup> of July 2005 regarding the following Programs (as "Programs" is defined in said Software Maintenance Agreement).

*JURY+ Next Generation*

The terms and conditions of that existing Software Maintenance Agreement is incorporated as part of this Agreement as if fully set forth herein.

In recognition and consideration of needs and circumstances that have arisen since the execution of the agreement and in recognition of the need to continue the ongoing relationship, the parties wish to amend and clarify the agreement as follows:

Section 7 (a) 1st paragraph titled Schedule of Charges and Payment is amended to read:

The annual charge for the Premium JURY+ Maintenance specified in Paragraph 1 shall be 18% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed.

The renewed maintenance period begins immediately upon expiration of the existing Software Maintenance Agreement. If the existing Software Maintenance Agreement expires of its own terms prior to execution of this renewal, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay maintenance fees for all periods during which maintenance was not in effect, on a cumulative basis, together with interest thereon compounded annually at the rate of ten percent (10%) per annum commencing with the expiration or termination of the last paid maintenance period. Upon renewal of the Software Maintenance Agreement, duration of maintenance shall be retroactive to the date of expiration of the previous Software Maintenance Agreement.

The annual maintenance fees for JURY+ for the period of 12/1/10 – 11/30/11 are as follows:

Premium Plan	\$	1,219
+1 Plan	\$	0
+2 Plan	\$	0
+3 Plan	\$	750
<b>Total</b>	<b>\$</b>	<b>1,969</b> (plus applicable taxes)

 ORIGINAL

**Limitation of Warranty**

JSI AGREES THAT ALL SERVICES COVERED BY THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH GENERALLY ACCEPTED DATA PROCESSING INDUSTRY STANDARDS. JSI MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER



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UNDER THIS AGREEMENT AS TO MERCHANTABILITY OR FITNESS OF SUCH ENHANCEMENTS NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AS TO SUCH ENHANCEMENTS, EXCEPT AS STATED IN THIS AGREEMENT. JSI MAKES NO REPRESENTATION OR WARRANTY AS TO THE MANNER OF PERFORMANCE OF INVESTIGATIVE OR CORRECTIVE SERVICES UNDER THIS AGREEMENT, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, EXCEPT AS STATED IN THIS AGREEMENT. JSI ASSUMES NO LIABILITY OR OBLIGATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OF USE, REVENUE, PROFIT OR CONSEQUENTIAL DAMAGES.

**Attachments**

Attached hereto and made a part hereto: n/a

IN WITNESS WHEREOF, JSI's and the Customer's authorized representatives execute this Agreement as follows:

JSI  
Jury Systems Incorporated  
Encino, California

By *Lisa Perl*

Lisa Perl

Controller

Date 10-21-10

Customer

By \_\_\_\_\_

Name Printed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form only  
*Carol Akra* 12/1/2010  
Cesar Co. Prosecutor's Office

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