

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

CONSENT AGENDA REGULAR AGENDA

TO: Board of County Commissioners
County Administrator

FROM: Ruth Gordon, Jefferson County Clerk

DATE: November 14, 2011

SUBJECT: **CONTRACT: Jury+ Jury Management System Software Maintenance Agreement Renewal**

STATEMENT OF ISSUE: We use a software system that offers upgrades plus telephone and long distance support for our jury software. (The software company accesses our system remotely to directly perform maintenance for us as needed.) This is done on the basis of an annual contract and it is now time to renew that contract as anticipated.

STRATEGIC GOALS: To provide legally correct, efficient, and cost effective jury service to District and Superior Courts in a way that minimizes negative impact on the citizens of Jefferson County.

ANALYSIS: If we had to operate without the support of the vendor there would be many instances where we would be relying on our IT Department, who are not trained in the arcane functions of this jury management software, and in any case have no time to supply customer service of this nature.

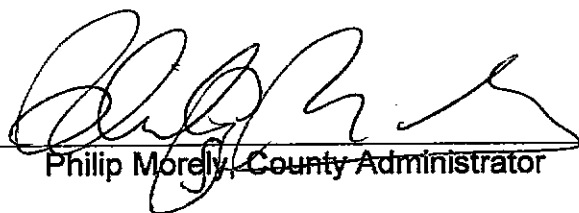
COST BENEFIT ANALYSIS: At the time of the decision to purchase this software package I was told by Central Services staff that the price tag for the maintenance on this product was a very good deal all the way around. The cost of the annual maintenance contract is \$1219. There is an additional cost of \$750 to have the company process and upload our annual juror list update. The Administrative Office of the Courts provides reimbursement that covers that expense, which I applied for and received in the past. I anticipate that this reimbursement will be available to counties in future, though perhaps everything is up in the air in re: State funding.

FISCAL IMPACT: This cost is built into the County Clerk's 2011, and will continue as a planned expense going forward, though it will move to the District Court budget in future.

Revenue Budget Line Item: 001050000.29210.00.0000
Expenditure Budget Line Item: 001050000.51230.48.0000
Gain or Loss (-): \$1969.00

REQUESTED ACTION: Please sign this maintenance agreement on behalf of the County Clerk's office. Thank you.

REVIEWED BY:



Philip Morely, County Administrator

Date



**JURY+ Jury Management System
Software Maintenance Agreement Renewal
Terms and Conditions
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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 25th 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 12/1/11 – 11/30/12 are as follows:

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

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 10-28-11

Approved as to form only:

David Alvarez 11/2/2011
Jefferson Co. Prosecutor's Office

Customer

By _____

Name Printed _____

Title _____

Date _____

cc: CLERK } 12/6/10
AUD }

Retain 2017



JURY SYSTEMS
INCORPORATED

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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 25th 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
Total	\$	1,969 (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 *David Sullivan*

Name Printed David Sullivan

Title Chairman

Date December 6, 2010

Approved as to form only:

David Alvarez 12/1/2010
Jefferson Co. Prosecutor's Office

**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

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

12/2/10
Date

 **ORIGINAL**

CONTRACT REVIEW FORM

10-262

CONTRACT WITH: Jury Systems, Incorporated

CONTRACT FOR: Jury Management Software

TERM: 2011 renewal

COUNTY DEPARTMENT:	<u>County Clerk</u>
For More Information Contact:	<u>Ruth Gordon</u>
Contact Phone #:	<u>(360) 385-9128</u>
RETURN TO: <u>Ruth</u>	RETURN BY: <u>ASAP!</u>
(Person in Department)	(Date)

AMOUNT: n/a

PROCESS:

- Exempt from Bid Process
- Consultant Selection Process
- Cooperative Purchase
- Competitive Sealed Bid
- Small Works Roster
- Vendor List Bid
- RFP or RFQ
- Other

Revenue: N/A

Expenditure: \$1969, line item

Matching Funds Required: N/A

Sources(s) of Matching Funds N/A

* This is our standard annual agreement with this vendor.

Step 1: REVIEW BY RISK MANAGEMENT	
Review by: <u>[Signature]</u>	
Date Reviewed: <u>12/1/2010</u>	
<input checked="" type="checkbox"/> APPROVED FORM	<input type="checkbox"/> Returned for revision (See Comments)
Comments _____	

Step 2: REVIEW BY PROSECUTING ATTORNEY	
Review by: <u>ALVAREZ David Alamy</u>	
Date Reviewed: <u>12/1/2010</u>	
<input checked="" type="checkbox"/> APPROVED AS TO FORM	<input type="checkbox"/> Returned for revision (See Comments)
Comments _____	

Step 3: (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4: CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5: SUBMIT TO BOCC FOR APPROVAL

Submit originals and 9 copies of Contract, Review Form, and Agenda Bill to BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign. MUST be in BOCC Office by 5 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

ongoing



JURY SYSTEMS
INCORPORATED

JURY+ Jury Management System
Software License Agreement
Terms and Conditions
Page 1

received
7-8-05

This Agreement is made between Jury Systems Incorporated ("JSI") and Jefferson County, a municipal corporation of the State of Washington ("Customer") for the license of the JURY+ Software and Related Documentation, (hereinafter collectively referred to as "Programs") comprised of the following:

JURY+ Next Generation

The one-time fee for the perpetual *JURY+ Next Generation* license is as follows:

Base License Fee	\$ 6,500
<hr/>	
Total Original License Fee	\$ 6,500
50% Discount	(\$ 3,250)
<hr/>	
Total License Fees	\$ 3,250

The one-time fee for the perpetual Crystal Reports License is as follows:

Crystal Reports License	\$ 250
<hr/>	
Total Crystal License Fees	\$ 250

In addition, JSI shall provide services as described in the Exhibits to this Agreement attached hereto at the prices indicated therein.

1. Grant of License

JSI grants and Customer accepts on the terms and conditions contained in this agreement a nonexclusive, nontransferable license to the Programs specified above under the following terms:

- a) The Customer may use the Programs only at the Customer's site and on the Customer's computers, and solely for the Customer's internal business purpose.
- b) The Programs shall not include, and the Customer shall not be entitled to, any source code or related design documentation, unless source code is part of the Related Documentation specified above.
- c) The Customer's rights under this agreement shall not be assigned, sublicensed or otherwise transferred to any other entity.



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2. Use of Programs

The Customer may use the Programs at the licensed site or in a remote access mode solely to process its own data and the data of all Customer remote sites located within the Customer's jurisdiction. The Customer shall ensure that any remote site that has access to the Programs complies with this agreement. The Customer shall be liable for any breach of this agreement by any remote site or any third party. The Customer may transfer the Programs to any other site owned by Customer upon written notice to JSI. The Customer shall not assign, sublicense, extend or transfer its rights under this Agreement by operation of law or otherwise. The Customer shall have sole responsibility for the propriety, confidentiality, and the use of the data maintained by the Programs. Except to the extent caused by JSI's negligence, the Customer shall hold JSI, its licensor, its agents, employees and representatives harmless from and against any and all expense, liability, loss, claim or damage to all persons and property arising out of the Customer's possession, operation and use of the Programs.

3. Right to Copy

The Customer may make complete or partial copies of the Programs as needed solely for testing, archival, and back-up purposes. The Customer shall ensure that all copyright and other proprietary notices or legends contained in or placed upon the Programs shall appear on any such copies.

4. Warranty

- a) For sixty (60) days following installation of the Programs, JSI warrants that the Programs will conform to the Related Documentation. Should JSI fail to correct any nonconformance within sixty (60) days after receipt of written notice ("Cure Period"), the Customer's sole and exclusive remedy shall be to terminate this Agreement as it pertains to the nonconforming Programs and receive a refund of the License Fee paid for such Programs. Any such notice of termination must be received by JSI within ten (10) days following the expiration of the Cure Period.
- b) JSI warrants that it has the authority to enter into this Agreement and perform its obligations hereunder.
- c) JSI warrants that the software that is the subject of this Agreement is merchantable and is fit for the following purposes: It will process Jury



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source lists, produce summons, manage groups of jurors, process questionnaires, maintain juror information, record basic case information and form jury panels, capture juror related statistics, automate payroll, and provide hard copy reports, *record juror service & compute pay.*

- d) JSI'S WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY.

5. Indemnity

JSI agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Customer, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of JSI, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Customer agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, JSI, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Customer, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

JSI shall defend at its expense any action brought against Customer to the extent that it is based on a claim that the Programs used within the scope of this Agreement infringes on a United States or foreign copyright, patent, or trade secret. JSI shall indemnify and save Customer harmless from any award of damages and costs against Customer for any action based on copyright, patent or trade secret infringement regarding Programs involved in the performance of the tasks and services covered by this agreement.

6. Ownership of Programs

Title and full ownership rights including, but not limited to, all copyrights in and to all copies of the Programs shall remain the sole and exclusive property of JSI. The Customer acknowledges and agrees that the Programs constitute, contain and embody valuable confidential information, trade secrets and proprietary rights of JSI.



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7. Customer Modifications

If source code is licensed, the Customer may modify or enhance the Programs for any purpose reasonably related to the purpose for which the Programs were originally licensed, provided however that:

- a. If the Customer is provided any source code, the Customer's right to modify or enhance the Programs shall not diminish JSI's copyrights, interest in, or ownership of the Programs;
- b. Unless otherwise agreed to by the parties in writing, the Customer shall be solely responsible for any and all maintenance of any modifications or enhancements it makes to the Programs.

Notwithstanding any other provision of this Agreement, the Customer agrees that all enhancements and modifications of any kind whatsoever to the Programs, made by or on behalf of the Customer, shall be considered derivative works of the Programs and shall be the sole property of JSI, including but not limited to, any and all rights, title, interest, copyrights, patent rights, and trade secret rights, in and to such enhancements and modifications.

8. Confidentiality

Customer shall not disclose, provide, or otherwise make available to any third party, in whole or in part, the Programs or any information relating thereto, this Agreement, or any confidential material of JSI (or its licensor) except in confidence to employees of the Customer to enable the Customer to use the Programs. The Customer shall take all reasonable action to fulfill its obligations with respect to the use, copying, confidentiality, and security of the Programs and all other confidential material of JSI or its licensor. If object code only is licensed, the Customer agrees not to reverse assemble, decompile or otherwise attempt to create or derive source code from the Programs.

9. Payment

The Customer shall pay JSI for all fees due under this Agreement as follows:

- a) 50% Payable upon acceptance of a purchase order by JSI
- b) 40% Payable upon installation of the Programs by JSI



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- c) 10% Payable within 30 days following the installation of the Programs

The Customer shall reimburse JSI for all reasonable travel and living expenses incurred by JSI in rendering all services. All charges shall be paid within thirty (30) days of their invoice date. The Customer shall be responsible for all federal, state, or local taxes, duties, or similar assessments based on or arising out of this Agreement. Any amount not paid when due shall bear interest at the rate of 1-1/2% per month, or the maximum legal rate if less.

10. Term and Termination

This Agreement shall become effective after execution by the parties, acceptance by JSI and payment of the License Fee(s) by the Customer. Acceptance by the Customer shall be deemed to occur upon delivery of the Programs to the Customer. This Agreement may be terminated either by the Customer notifying JSI in writing that it is returning all copies of the Programs, or by JSI notifying Customer in writing of termination of this Agreement because the Customer failed to comply with any term or condition of this Agreement. Upon receipt of such termination notice from JSI, the Customer shall promptly return all copies of the Programs to JSI. Termination of this Agreement shall also terminate the license granted herein. The Customer's obligations under this Agreement shall survive any termination.

11. Miscellaneous

- a) Governing Law - This Agreement shall be governed by the laws of the State of Washington and venue for any dispute arising from this Agreement shall be in a court of competent jurisdiction in Washington State, without giving effect to the conflict of laws provisions thereof.
- b) Waiver - No waiver of any breach or remedy of this Agreement shall constitute a waiver of any other breach or remedy of the same or other provisions of this Agreement.
- c) Amendment - No Amendment shall be effective unless made in writing and signed by both JSI and the Customer.
- d) Severability - In the event that any provision herein shall be held illegal or unenforceable, such provision shall be severed and the entire Agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.



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- e) Successors and Assigns - Subject to Section 1c., this Agreement shall be binding upon and inure to the benefit of each of the parties and their respect successors and permitted assigns.
- f) Attorney's Fees - In the event that any legal or equitable action is instituted to enforce any of the provisions of this Agreement, each party shall pay its own costs, including reasonable attorneys' fees.

12. Attachments

Attached hereto and made a part hereto: The enclosed Exhibit A is the entire proposal.

13. Entire Agreement

THE CUSTOMER ACKNOWLEDGES READING AND UNDERSTANDING THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, HAVE BEEN MADE TO ANY PARTY HERETO, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES AND INCORPORATES ALL PRIOR WRITTEN AND ALL PRIOR AND CONTEMPORANEOUS ORAL COMMUNICATIONS REGARDING THIS TRANSACTION. THE CUSTOMER MUST EXECUTE THIS AGREEMENT ON OR BEFORE **AUGUST 15, 2005** IN ORDER FOR JSI TO AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN THIS AGREEMENT.



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The Customer's and JSI's authorized representatives execute this Agreement as follows:

JSI
Jury Systems Incorporated
Encino, California

By Mary O'Donnell

Mary O'Donnell

Director of Sales

Date 7-6-05

Customer-Jefferson County

By Phil Johnson

Name Printed Phil Johnson

Title Chair, Board of Commissioners

Date 7-25-05

Approved as to form only:

David Alvarez 7/28/05
Jefferson Co. Prosecutor's Office



Exhibit A (June 21, 2005 - Valid for 90 days)
Jefferson County, Washington - Next Generation New Sale Cost Summary

a.	JURY+ Next Generation Base License Fee			
	Single User	1	\$6,500	\$6,500
b.	Total JURY+ License Fees			\$6,500
c.	Database, Ad Hoc Reporting and Interface licenses			
	1. JURY+ Access Module (IVR/Web, Kiosk)	0	\$0	\$0
	2. JURY Check Writing Module	0	\$2,500	\$0
	3. Oracle Workstation Client	0	\$400	\$0
	4. Crystal Reports Site License	1	\$250	\$250
d.	1. First Year Premium Maintenance (on b-c1 above)	1	16.50%	\$1,073
	2. Annual Maintenance on JURY Checks	0	16.50%	\$0
	3. First Year Maintenance (on Oracle & Crystal licenses)	1	19.00%	\$48
e.	Discount on JURY+ License Fees (b.)	1	50.00%	(\$3,250)
f.	Hardware	0		\$0
g.	Scanner Hardware			
	1. Digital Wand Kits	0	\$488	\$0
	2. Laser Scanner gun and cable	0	\$1,070	\$0
h.	Other Software (PcAnywhere, Tape Backup etc.)	0		\$0
i.	Sales Tax on a. thru h.	0	0.000%	\$0
j.	First Year +1 Maintenance	0	\$0	\$0
k.	First Year +2 Maintenance	0	\$0	\$0
l.	First Year +3 Maintenance	1	\$750	\$750
m.	One-time +3 Setup Charge	1	\$200	\$200
n.	Project Management	1	\$1,000	\$1,000
o.	Conversion	0	\$500	\$0
p.	Installation (Remote)	1	\$500	\$500
q.	Software Customization	1	\$500	\$500
r.	Training Charges (days)	2	\$1,100	\$2,200
s.	Training Expenses Estimated)	1	\$500	\$500
Non-training Costs Due Upon Receipt of Order				
			50%	\$3,785.50
Non-training Costs Due Upon Installation				
			40%	\$3,028.40
Non-training Costs Due 30 Days After Installation				
			10%	\$757.10
Training Costs Due upon Completion				
				\$2,700.00



**JURY+ Jury Management System
Software Maintenance Agreement
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This agreement is made between Jury Systems Incorporated ("JSI") and Jefferson County, a municipal corporation of the State of Washington (Customer") for the maintenance and improvement of the JURY+ Software and Related Documentation (hereinafter collectively referred to as "Programs") comprised of the following:

JURY+ Next Generation

The annual upgrade maintenance fees for JURY+ are as follows:

JURY+ <i>Next Generation</i> Premium Plan	\$ 1,073
Crystal Maintenance	\$ 48
<hr/>	
Total	\$ 1,121

In order to maintain and improve the JURY+ Jury Management System, JSI provides maintenance and support plans on the terms and conditions hereinafter set forth:

1. Premium JURY+ Maintenance

- a) If the Programs malfunction and fail to perform as described in the JURY+ User Tutorial provided by JSI, JSI will attempt to identify the source of the malfunction, determine the cause of the malfunction and document its findings.

The Customer shall notify JSI immediately regarding Program malfunctions and, if requested, shall provide a listing of output and such other data as is required to reproduce operating conditions as existed when the suspected malfunction occurred

- b) JSI provides the Customer with those enhancements to the Programs that are released during the term of this Agreement. Each such enhancement shall be provided to the Customer within ninety (90) days after general release by JSI. The term "enhancement" includes any revision of or improvement to the Programs that substantially conforms to published literature provided to the Customer by JSI as of the date of the Software License. The Customer agrees to install such enhancements in a timely manner and understands that JSI will only support the most current version of the Programs.
- c) JSI agrees to provide unlimited telephone hot line support and dial-up direct system access services to the Customer during JSI's normal business hours. These services include answering questions, providing technical guidance with regard to the Programs, receiving trouble reports, trouble-



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shooting system problems and other investigative services relative to the Programs. In addition, emergency support is provided on a 24x7 basis.

- d) To the extent technically feasible, JSI attempts to cause the Programs to perform in accordance with its published specifications and may load new versions of the Programs via a telecommunication connection to the Customer's JURY+ system. The Customer agrees to keep the necessary telecommunications components (communications software and a modem) and connections in operation during the term of this Agreement.
- e) If the services specified in subparagraphs 1(a), 1(b), 1(c) and 1(d) require travel to the Customer's location, the Customer agrees to pay JSI's associated travel and per diem expenses. JSI agrees to obtain the Customer's prior approval before making any trips to the Customer's location.

2. +1 JURY+ Maintenance

+1 Maintenance is an add-on service that permits the Customer to use JSI's telephone hot line support with regard to incidents not directly related to the Programs. Such incidents include but are not limited to operation of the physical JURY+ environment such as hardware, forms, cabling, telecommunication, interfaces to other systems, etc.

3. +2 JURY+ Maintenance

+2 Maintenance is an add-on service whereby JSI annually loads selected potential jurors into the Customer's JURY+ system. Included in this service is the elimination of certain prospective jurors from the load according to criteria specified by the Customer.

4. +3 JURY+ Maintenance

+3 Maintenance is an add-on service whereby JSI annually merges the Customer's source lists. The merge is conducted according to criteria specified by the Customer. Subscription to +3 maintenance includes, at no cost, all services provided under +2 maintenance.



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5. +4 JURY+ Maintenance

+4 Maintenance is an add-on service whereby JSI, on request, performs an on-site evaluation of the Customer's jury management operation and reports on potential improvements, cost savings and procedural changes.

6. Other Systems Maintenance

If any Program malfunction is determined under Paragraph 1(a) to have been caused by machine malfunction, by an enhancement to the Programs not provided by JSI, by the use of incorrect data, by the use of incorrect procedures by Customer's personnel, or by any other cause not attributable to JSI, (e.g., JSI's programming, or incorrect instructions from JSI personnel or documentation provided by JSI) corrective action shall be treated as Other Systems Maintenance and shall not be covered by this Agreement. The Customer may elect to purchase from JSI the professional services necessary to correct such a malfunction.

7. Schedule of Charges and Payment

- a) The annual charge for the Premium JURY+ Maintenance specified in Paragraph 1 shall be 16.5% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed and 19% of Crystal Reports Site License.

The annual charge each year for +1 Maintenance and support services specified in paragraph 4 shall be \$250 per workstation/access server installed in the JURY+ configuration.

The annual charges for +2 and +3 Maintenance are quoted on an annual basis and are dependent on the number of jurors the Customer loads into JURY+.

The charge for +4 Maintenance is \$1,100/day (plus expenses) with a three-day minimum. The Customer shall pay the full annual charge for maintenance and support services on the anniversary date of the acceptance of the Programs.

- b) Charges for Other Systems Maintenance (see Paragraph 6) which are approved by the Customer shall be billed by JSI as incurred and shall be paid by the Customer within thirty (30) days of the invoice date.



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8. Term of Agreement

- a) Services under this Agreement shall commence on the first day of the month following installation of JURY+.
- b) This Agreement shall constitute a contract only after it is accepted in writing by an officer of JSI.
- c) This Agreement shall continue in effect until terminated by JSI or the Customer in the manner specified herein.
- d) Either the Customer or JSI may terminate this Agreement only by giving written notice to the other that this Agreement will terminate on the next succeeding anniversary date. Such notice shall be given on or before ninety (90) days prior to the anniversary date.
- e) In the event of termination of this Agreement, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of termination, and JSI will complete investigative services under paragraph 1(a) or corrective services under paragraphs 1(b), 1(c) and 1(d), which have not been completed on the effective date of termination and the Customer shall pay for such investigative or corrective services in the same manner as if termination of this Agreement had not occurred.

9. 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, 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.

10. Enhancement License and Conditions

Customer's license to use enhancements provided by JSI under this Agreement, JSI's right, title and interest in and to all enhancements, whether provided by JSI, the



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Customer, the Customer's employees, or any third party, and customer's duty to safeguard enhancements shall be controlled by all and each of the terms and conditions set forth in the applicable Software License Agreement made and executed by JSI and the Customer and in effect on the date of execution of this Agreement, which terms and conditions are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

11. General Conditions

- a) The heading of any paragraph contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement nor a representation as to the contents thereof.
- b) This Agreement may not be modified or changed orally, but only by a writing signed by both parties. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of Washington. Venue for any lawsuit arising from a dispute regarding this Agreement shall be a court of competent jurisdiction within Washington State.
- c) Charges specified herein do not include taxes, and the Customer pays, or reimburses JSI, for all applicable federal, state and local taxes including but not limited to sales, use or occupation taxes (but exclusive of income and corporate franchise taxes).
- d) JSI shall not be liable for failure or delay in providing any enhancement or service specified herein due to fire, riot, war, labor disputes, acts of God, or causes or conditions beyond its reasonable control. In no event is JSI liable for any consequential damages.
- e) If the Customer fails to purchase either Standard or Premium JURY+ Maintenance or if such maintenance is terminated, 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.
- f) If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive source code placed in escrow for the Customer in the event JSI is unable to maintain JURY+.



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12. 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

Customer

Jury Systems Incorporated

Jefferson County, a municipal corporation of the
State of Washington

15760 Ventura Blvd., Suite A-16
Encino, California 91436

Post Office Box 1220
Port Townsend, WA 98368

By Mary O'Donnell

By [Signature]

Mary O'Donnell

Philip Johnson

Director of Sales

County Commission

Date 7-6-05

Date 7.25.05

Approved as to form only:

David Alamy 7/25/05
Jefferson Co. Prosecutor's Office

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
FROM: Ruth Gordon
DATE: July 20, 2005
SUBJECT: Sign Jury Software Contract

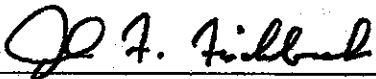
STATEMENT OF ISSUE: The contract to purchase new Jury Management Software for the Clerk's Office is complete and approved, and within the supplemental budget appropriation amount noted in Resolution # 27-05. I'm bringing it to the consent agenda for signature.

ANALYSIS: This modern software promises to greatly improve efficiency in the office and service to the citizens of Jefferson County. Our intent is to be better able to fulfill the duties mandated to the Clerk's Office without adding staff hours.

FISCAL IMPACT: This software will cost \$10,271 in the first year with a projected annual licensing cost of \$1,121 for full 24/7 phone support and all updates. Resolution 27-05 approved expenditure in 2005 of \$10,759. I've taken the scanner out of the original bid and will shop to get a better scanner for less money independent of the contract. Currently the Jury Manager spends approximately 70% of her time on jury matters at personnel cost to the county of approximately \$27,000 in the 2006 budget projection. After the transition is complete this software should cut that time by 1/3 and possibly by 1/2.

RECOMMENDATION: Please sign the contract.

REVIEWED BY:



County Administrator

7/20/05

Date

05-174

CONTRACT REVIEW FORM

CONTRACT WITH: Jury Systems, Incorporated
 (Contractor)

CONTRACT FOR: "Jury +" Software & Related Documentation **TERM:** _____

COUNTY DEPARTMENT: Superior Court

For More Information Contact: Ruth Gordon

Contact Phone: _____

RETURN TO: _____ **RETURN BY:** _____

AMOUNT: \$3,500, \$1,121 annually thereafter **PROCESS:**

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Source(s) of Matching Funds: _____

Exempt from Bid Process
 Consultant Selection Process
 Cooperative Purchase
 Competitive Sealed Bid
 Small Works Roster
 Vendor List Bid
 RFP or RFQ

Step 1: REVIEW BY RISK MANAGEMENT

Review by: J. F. Millard

Date Reviewed: 7/20/05

APPROVED FORM Returned for revision (see comments)

Comments: _____

Step 2: REVIEW BY PROSECUTING ATTORNEY APPROVED AGAIN 7/25/05

Review by: ALVAREZ / David Alvarez

Date Reviewed: 7-1-2005

APPROVED AS TO FORM Returned for revision (See comments)

Comments: _____

- Step 3: DEPARTMENT MAKES REVISIONS**
 Have contractor sign appropriate number of originals.
- Step 4: SUBMIT TO PROSECUTING ATTORNEY FOR FINAL SIGN OFF**
- Step 5: SUBMIT TO BOCC FOR APPROVAL**
 Submit originals and 9 copies of Contract, Review Form, and Agenda Request to BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign. MUST be submitted to BOCC Office by 5 p.m. TUESDAY for the following Monday's agenda. (This form to stay with contract throughout the contract review process.)