
*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2577
CONNECTION TEL 3931
SUBADDRESS
CONNECTION ID SNO CO PURCHASIN
ST. TIME 12/09 09:29
USAGE T 03'19
PGS. 10
RESULT OK



Snohomish County Clerk
Pam L. Daniels
3000 Rockefeller Ave. M/S 605
Everett, WA 98201
Phone (425) 388-3466
FAX (425) 388-3806

"A Tradition of Service and Excellence"

and Ex-Officio Clerk of Superior Court

TO: DAVE GIBSON
ORGANIZATION: PURCHASING
FAX NUMBER OF RECIPIENT: 3931
DATE: 12/8/2004
FROM: Debbi Mock, Administrative Specialist
PHONE: (425) 388-3665
FAX # (425) 388-3806

COVER SHEET PLUS PAGES TO FOLLOW

COMMENTS:

Hi Dave
Here is the contract that goes with PR 42206. It is currently at Finance for processing.
This is our annual maintenance contract renewal for the jury management software.
Let me know if you need any additional information. Thanks for your help!

Debbi



"A Tradition of Service and Excellence"

Snohomish County Clerk

and Ex-Officio Clerk of Superior Court

Pam L. Daniels
County Clerk

M/S #605
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3466
FAX (425) 388-3806

M E M O R A N D U M

DATE: December 8, 2004
TO: Dave Gibson, Purchasing Manager
FROM: Debbi Mock, Administrative Specialist *DM*
RE: JURY+ Annual Maintenance Agreement
Sole Source Request - Purchase Requisition 42206
CC: Kathleen Gunn, Courtroom Manager

We are requesting a purchase order number be issued for the above referenced maintenance agreement, including the +3 plan for Jury+ software.

As you know, in November of 1990 we purchased, sole source through Unicorn (now Jury Systems Incorporated), a centralized automated jury management system (Jury+) to serve the Superior and District Courts in Snohomish County.

The Jury+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

If you need further information please call me at extension 3665. Thank you.



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 1 of 8**

This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County ("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
JURY+ Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2004 through November 30, 2005 are as follows:

Premium Plan	\$ 9,618
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
Total	\$ 12,618

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, which 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, which substantially conforms to published literature provided to the Customer by JSI as of the date of the Software License. The Customer agrees to



**JURY+ Jury Management System
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install such enhancements in a timely manner and understands that JSI does not support any but the 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, troubleshooting 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 (Close-Up 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 reasonable associated travel and per diem expenses in accordance with the "Meals and Incidental Expense Allowance" for federal employees traveling within the continental United States, contained in Internal Revenue Service Publication 1542, such expenses to be incurred only after prior Customer approval. 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



**JURY+ Jury Management System
Software Maintenance Agreement
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+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.

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 such Other Systems Maintenance at such hourly rates and upon such other terms as are provided in a separate written agreement between the parties at the time such professional services are necessary.

7. Schedule of Charges and Payment

The charges set forth on page 1 of this agreement are for the services specified therein and described in Sections 1-5 of this agreement, and are based upon the following schedule, which is provided for convenience of reference only:

- 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.
- b) 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.
- c) 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.



**JURY + Jury Management System
Software Maintenance Agreement
Terms and Conditions
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The Customer shall pay on December 1, 2004 the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2004 through November 30, 2005.

8. Expiration or Termination of Agreement

- a) The Customer shall provide notice to JSI on or before ninety (90) days prior to the expiration or termination date of this Agreement if it does not intend to enter into a new annual maintenance agreement with JSI. In that event, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of expiration, 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 expiration or termination and the Customer shall pay for such investigative or corrective services in the same manner as if expiration or termination of this Agreement had not occurred.
- b) Notwithstanding the foregoing, termination of this Agreement by the Customer upon failure of appropriation may occur as provided in Section 12m.

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 WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER 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.



**JURY + Jury Management System
Software Maintenance Agreement
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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 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. Insurance Requirements

- a. The Contractor shall obtain and maintain continuously for the term of this contract, at own expense, Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit, and Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence, and/or other insurance to indemnify for the activities and services of this contract. All insurance shall be placed with insurance carriers licensed to do business in Washington State, and with carriers with an AM-Best rating of A- or better.
- b. Such insurance shall be endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty days written prior notice to the County.
- c. Such insurance shall be endorsed to include a "cross liability", "severability of interests", or "separation of insureds" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought."
- d. If coverage is on a claims-made form, the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall state that coverage is claims-made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor, at own expense, for a minimum of three years following the termination of this contract. The Contractor shall annually provide the County with proof of renewal. If renewal of the claims-made form of coverage becomes unavailable, or economically unavailable, the Contractor shall execute a



**JURY + Jury Management System
Software Maintenance Agreement
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form of guarantee acceptable to the County to assure financial responsibility for liability of services performed.

- e. The Contractor shall provide the County a Certificate of insurance as evidence of coverage and have the County named on their policy as Additional Insured. Approval of insurance is a condition precedent to full execution of this contract.

12. General Conditions

- a) JSI agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Customer. The parties agree that JSI is not entitled to any benefits or rights enjoyed by employees of the Customer. JSI specifically has the right to direct and control JSI's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. Customer shall only have the right to assure performance.
- b) All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of work under this Agreement shall become the property of the Customer.
- c) No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
- d) The Customer may, at reasonable times, inspect the books and records of JSI relating to its performance of this Agreement. JSI shall keep all records required by this Agreement for seven (7) years after termination of this Agreement for audit purposes.
- e) JSI shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- f) JSI shall not assign any of its rights, duties or obligations under this Agreement without the prior express written consent of Snohomish County.
- g) 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



JURY+ Jury Management System
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the contents thereof. Should any conflicts exist between any attached exhibit or schedule to this Agreement, if any, and the text of this Agreement, the text shall prevail.

- h) This Agreement may be modified only by a writing signed by authorized representatives of each party. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of Washington and that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
- i) Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or local sales taxes it is required to pay on goods procured by it for use in performing services for the Customer under this Agreement. In the latter case, such reimbursement shall be made upon an invoice by JSI to the County to which is attached original receipts showing the goods purchased, dates of purchase and sales taxes paid by JSI.
- j) 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.
- k) 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.
- l) 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+.
- m) The obligation of the Customer to pay for services performed beyond the end of the Snohomish County fiscal year in effect at the commencement of this Agreement is contingent upon appropriation of funds by its governing body for



JURY+ Jury Management System
Software Maintenance Agreement
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the specific purpose of funding this Agreement. Upon the failure of such appropriation, Snohomish County may terminate this Agreement.

- n) This Agreement constitutes the entire understanding of the parties as to the subject matter hereof. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

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

JSI

Customer

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

Snohomish County
3000 Rockefeller Avenue
Everett, Washington 98201

By *Lisa Perl*

By _____

Name Printed *Lisa Perl*

Name Printed _____

Title *Controller*

Title _____

Date *12-1-04*

Date _____

Approved as to form:

By *John H. O'Connell* *12/8/04*
Deputy Prosecuting Attorney

PO702 PURCHASE REQUISITIONS APPROVAL REGISTER

Signature: _____ /____/____ Signature: _____ /____/____ Signature: _____ /____/____

PR #	Subject	DSC	Requested	Required	PR Amount	Discount
PR 42206	SOLE SOURCE REQUEST ANNUAL JURY+ MAINTENANCE Requested by DEBBI MOCK 3665	CLERK	12/08/04	12/15/04	12,618.00	
	Ship To ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO					

Line/ VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross	Unit Price	Discount	Tax
1	ANNUAL MAINTENANCE FOR JURY+ N EXT GENERATION SOFTWARE FOR PERIOD 12/1/04 THROUGH 11/30/0 5. PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to ONST	W00000	1.000	EA	9,618.00	9,618.00	9,618.00			NON
05826	JURY SYSTEMS INC						Batch 116034	Sheet		1
2	JURY+ ANNUAL MAINTENANCE RENEW AL (12/1/04 - 11/30/05) FOR +3 PLAN PER ATTACHED AGREEMENT. Ship to ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO	W00000	1.000	EA	3,000.00	3,000.00	3,000.00			NON
05826	JURY SYSTEMS INC						Batch 116034	Sheet		2

Line	Dist.Code	GL Description	Debits	Credits	
1	2 5372354801	Repair/Maintenance	9,618.00		W: BLV20040 91% used
	999 28110	Purchase Requisition Entry		9,618.00	
2	2 5372354801	Repair/Maintenance	3,000.00		W: BLV20040 91% used
	999 28110	Purchase Requisition Entry		3,000.00	
			12,618.00	12,618.00	

PO701 PURCHASE REQUISITIONS EDIT LIST

Signature: _____ Signature: _____ Signature: _____

PR #	Subject	DSC	Requested	Required	PR Amount	Disc	Bal	Cmp
PR 42206	SOLE SOURCE REQUEST ANNUAL JURY+ MAINTENANCE Requested by DEBBI MOCK 3665	CLERK	12/08/04	12/15/04	12,618.00			Y Y

Ship To ONST MERCHANDISE ALREADY ON SITE
DUE TO PREVIOUS CONTRACT/PO

Line/ VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross Unit Price	Discount	Tax	Bal
1	ANNUAL MAINTENANCE FOR JURY+ N EXT GENERATION SOFTWARE FOR PERIOD 12/1/04 THROUGH 11/30/0 5. PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to ONST JURY SYSTEMS INC	W00000	1.000	EA	9,618.00	9,618.00	9,618.00			NON Y
05826	JURY SYSTEMS INC									
2	JURY+ ANNUAL MAINTENANCE RENEW AL (12/1/04 - 11/30/05) FOR +3 PLAN PER ATTACHED AGREEMENT. Ship to ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO JURY SYSTEMS INC	W00000	1.000	EA	3,000.00	3,000.00	3,000.00			NON Y
05826	JURY SYSTEMS INC									

Line	Dist.Code	GL Description	Debits	Credits
1	2 5372354801	Repair/Maintenance	9,618.00	
	999 28110	Purchase Requisition Entry		9,618.00
2	2 5372354801	Repair/Maintenance	3,000.00	
	999 28110	Purchase Requisition Entry		3,000.00
			12,618.00	12,618.00
			=====	=====

W: BLV20040 91% used
W: BLV20040 91% used

P0608#Z1

Purchase Requisition Comments

P0008M

PR # PR 42206
Subject SOLE SOURCE REQUEST ANNUAL JURY+ MAINTENANCE

If warning comments, indicate: Level 1 Y Level 2 N Level 3 N

!!*DO NOT MAIL UENDOR COPY.
*ATTACHMENTS TO FOLLOW VIA FAX.

FY04

<en> more

<2> top
<8> delete

<11> exit with save
<29> Lookup

<16> exit without save

COPY

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:
EXECUTIVE Aaron Reardon
EXEC. DIR. Susan Neely
DIRECTOR/ELECTED Pam L. Daniels
DEPARTMENT Clerk
DIV. MGR. _____
DIVISION _____
ORIGINATOR Debbi Mock
DATE 12/3/04 EXT. 3665

TO: COUNCIL CHAIRPERSON:
SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:
 Approve _____ No Recommendation
_____ Further Processing
_____ Requested By _____

Susan K. Neely 12/15/04
Executive Office Signature
CEO Staff Review CR 12/15/04
Received at Council Office 1 1

DOCUMENT TYPE:
_____ BUDGET ACTION: _____ GRANT APPLICATION
_____ Emergency Appropriation _____ ORDINANCE
_____ Supplemental Appropriation _____ Amendment to Ord. # _____
_____ Budget Transfer _____ PLAN
 CONTRACT: _____ OTHER
_____ New
_____ Amendment

DOCUMENT / AGENDA TITLE:
JURY+ Jury Management System Software Maintenance Agreement

APPROVAL AUTHORITY: EXECUTIVE COUNCIL _____
CITE BASIS SCC 3.04.140(2)
HANDLING: NORMAL _____ EXPEDITE _____ URGENT DEADLINE DATE 12/15/04

PURPOSE:
Annual maintenance agreement for jury management software.

BACKGROUND:
Annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. We have utilized JURY+ software since 1990, with an upgrade to the software completed at the beginning of 2003.
The JURY+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
0025372354801	\$12,618		
TOTAL	\$12,618		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL			

DEPARTMENT FISCAL IMPACT NOTES:
Funding available within current 2004 budget.

BUDGET REVIEW: Analyst MA Administrator [Signature] Recommend Approval [Signature]

CONTRACT INFORMATION:

ORIGINAL CONTRACT # _____ AMOUNT \$12,618
 AMENDMENT CONTRACT # _____ AMOUNT \$

CONTRACT PERIOD:

ORIGINAL Start 12/1/04 End 11/30/05
 AMENDMENT Start _____ End _____

CONTRACT / PROJECT TITLE:

JURY+ Next Generation Software Maintenance Agreement

CONTRACTOR NAME & ADDRESS (City/State only):

**Jury Systems Incorporated
Encino, CA**

APPROVED:

RISK MANAGEMENT Yes MA No _____

COMMENTS risk mgmt contingent upon receiving proof of insurance
Received 12/15/04 CR

PROSECUTING ATTY - AS TO FORM: Yes X No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

NON-ELECTRONIC ATTACHMENTS:

Original JSI Maintenance Agreement (2)
Budget Vs. Actual Report as of 12/8/04

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME
JURYS-1

DATE (MM/DD/YYYY)
11/09/06

PRODUCER
Bolton & Company
 CA License #0008309
 245 S. Los Robles Ave, Ste 105
 Pasadena CA 91101
 Phone: 626-799-7000 Fax: 626-441-3233

INSURED
 Jury Systems Incorporated
 15760 Ventura Blvd. Suite A-16
 Encino CA 91436

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	St. Paul Fire and Marine Ins.	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	VP06301375	02/01/06	02/01/07	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VP06301375	02/01/06	02/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WVA6313933	02/01/06	02/01/07	WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$ 1000000
						E.L. DISEASE - EA EMPLOYEE	\$ 1000000
						E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

***10 Day Notice of Cancellation for Non-Payment of Premium.**
 Certificate holder, its officers, elected officials, agents and employees are named as additional insured per VP033.

CERTIFICATE HOLDER

SNOHOM1

Snohomish County
 Attn: Valerie White
 Clerk's Office, MS 605
 3000 Rockefeller Ave
 Everett WA 98201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Barbara Helander

damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Persons or organizations for your work as required by written contract. Any person or organization that:

- is not otherwise a protected person under this agreement; and
- you specifically agree in a written contract to add as an additional protected person under this agreement;

is a protected person, but only for covered bodily injury or property damage that results from your work.

However, no such person or organization is a protected person for bodily injury or property damage that results from their sole negligence.

Also, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by the written contract; or
- the limits of coverage available under this agreement.

Additional protected person may also be called an additional insured in that written contract.

We explain the term your work in the Products and completed work total limit section.

Vendors of your products. Any vendor of your products is a protected person for covered bodily injury or property damage that results from your products, but only if:

- you specifically agree in a written contract to add the vendor as an additional protected person under this agreement;
- this agreement provides coverage for those products; and
- those products are sold or distributed in the normal course of the vendor's business.

However, no vendor from whom you've acquired your products is a protected person.

Nor is any vendor a protected person for bodily injury or property damage that results from:

- any express warranty which is made by the vendor and you haven't authorized;
- any change made in the condition of any of your products by the vendor;
- the repackaging of your products other than when the products are unpacked for demonstration, inspection, testing, or replacement of parts ordered by you or the manufacturer, and later repackaged in their original containers;
- any failure of the vendor to perform normal or agreed upon servicing of your products which the vendor has sold or distributed;
- the demonstration, installation, or servicing of your products, which is done away from the vendor's premises; or
- your products which have been labeled or relabeled, or used as an ingredient, part, or container in, on, or for anything else, by or for the vendor.

Servicing includes any adjustment, assembly, disposal, inspection, repair or test.

We explain the term your products in the Products and completed work total limit section.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:

EXECUTIVE Aaron Reardon
EXEC. DIR. Deanna Dawson
DIRECTOR/ELECTED Pam Daniels
DEPARTMENT Clerk
DIV. MGR. Kathleen Gunn
DIVISION Courtroom Operations
ORIGINATOR Valerie White
DATE 12/3/2006 EXT. 3665

TO: COUNCIL CHAIRPERSON:

SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

Approve No Recommendation
Further Processing
Requested By

DEANNA DAWSON 12 17 06
Executive Office Signature Executive Director
CEO Staff Review 12 16 06
Received at Council Office 1 1

DOCUMENT TYPE:

BUDGET ACTION: Emergency Appropriation Supplemental Appropriation Budget Transfer
CONTRACT: New Amendment
GRANT APPLICATION
ORDINANCE Amendment to Ord. #
PLAN
OTHER

DOCUMENT / AGENDA TITLE:

Jury+ Jury Management System Software Maintenance Agreement

APPROVAL AUTHORITY:

EXECUTIVE X COUNCIL
CITE BASIS SCC 3.04.140(2)

HANDLING: NORMAL EXPEDITE URGENT X DEADLINE DATE

PURPOSE:

Annual maintenance agreement for jury management software.

BACKGROUND:

Annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. We have utilized Jury+ since 1990, with an upgrade to the software completed at the beginning of 2003.

The Jury+ system has provided complete services in jury management while ensuring compliance with the state law. The software and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury performance standards and requirements. Jury Systems, Inc. has continually responded in a timely and efficient manner with their service.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
0025372354801	12,618		
TOTAL	12,618		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL	\$0	\$0	

DEPARTMENT FISCAL IMPACT NOTES:

Funding available within current 2006 budget. 06 expenditure covers through 11/30/2007.

BUDGET REVIEW: Analyst se Administrator [Signature] Recommend Approval [Signature]

CONTRACT INFORMATION:

ORIGINAL CONTRACT # _____ AMOUNT \$12,618
 AMENDMENT CONTRACT # _____ AMOUNT \$

CONTRACT PERIOD:

ORIGINAL Start 12/1/06 End 11/30/07
 AMENDMENT Start _____ End _____

CONTRACT / PROJECT TITLE:

Jury+ Next Generation Software Maintenance Agreement

CONTRACTOR NAME & ADDRESS (City/State only):

**Jury Systems Incorporated
 Encino, CA**

APPROVED:

RISK MANAGEMENT Yes No

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes No

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

NON-ELECTRONIC ATTACHMENTS:

Original JSI Maintenance Agreement (2)
 Budget Vs. Actual Report as of Oct. 31, 2006

JURY+ Jury Management System
Supplement
to Software License and Maintenance Agreement of October 23, 2002
Dated _____, 2007

This agreement (the "Agreement") is made by and between Jury Systems Incorporated, a California corporation ("JSI"), and Snohomish County, a political subdivision of the State of Washington (the "County" and, together with JSI, the "Parties"). The purpose of this Agreement is to supplement the Software License and Maintenance Agreement dated October 23, 2002, between the Parties (the "Software License and Maintenance Agreement"), in order to provide for the additional purchase, installation and support of the JURY+ *Solution Suite* (Imaging and Web applications) (the "Additional Software").

WHEREAS, the County wishes to expand the capabilities of and add enhancements to the current JURY+ *Next Generation* Jury Management System; and

WHEREAS, JSI represents and warrants that it is qualified to provide and has provided such services to the County in the past; and

WHEREAS, JSI agrees to provide the Additional Software and perform the services as described herein;

NOW, THEREFORE, in consideration of the mutual benefits and covenants set forth herein, the Parties agree as follows:

1. Capabilities and Enhancements, Delivery and Installation. JSI will expand the capabilities of and add enhancements to the County's existing JURY+ *Next Generation* Jury Management System through the delivery and installation of JURY+ *Solution Suite* (Imaging and Web applications (Additional Software):

a. JURY+ *Imaging Solution*: This application incorporates powerful OCR technology to extract handwritten data from submitted juror qualification and demographic documents and update the data to the JURY+ *Next Generation* Jury Management System.

b. JURY+ *Web Solution*: This application utilizes a Web site to allow jurors to update their demographic data directly to the JURY+ *Next Generation* Jury Management System, or to submit the electronic equivalent of their juror qualification document.

The Additional Software will be supplemental and additional to the software being provided to the County by JSI pursuant to the Software License and Maintenance Agreement and shall worked in an integrated manner with it.

JURY+ Jury Management System
Supplement
to Software License and Maintenance Agreement of October 23, 2002
Dated _____, 2007

c. Installation Responsibilities:

A. The County will be responsible for:

1. Establishing and maintaining connectivity that will allow remote access for JSI staff for the purposes of installation, testing and support of the Additional Software;
2. Providing the necessary hardware and base applications (operating systems, preferred security applications, network connectivity) for the Additional Software;
3. Granting sufficient administrative rights to allow the installation of JURY+ applications and supporting applications, and creation of necessary databases;
4. Revising, creating or developing all necessary documents in a compatible (scannable) format; and
5. Other matters as determined in the integration conference to be held between the Parties pursuant to Section 4 hereof.

B. JSI will be responsible for:

1. Observing normal security procedures, as well as compliance with any specific security requirements of the County;
2. Installing or directing the installation of all necessary Additional Software, including, but not limited to JURY+ application, supporting applications and creation of necessary databases;
3. Creating and testing all templates, electronic forms and pages necessary for functionality of the Additional Software;
4. Consulting with the County regarding the revision of its documents and forms to make them functional with the Additional Software; and
5. Other matters as determined in the integration conference to be held between the Parties.

2. JSI Warranty. JSI warrants that it has the authority to enter into this Agreement and to perform the installation, testing and support of the Additional Software.

3. Effective Date; Term. This Agreement shall be effective on the date on which it has been executed by both Parties. The term of this Agreement shall expire on the day that is one (1) day less than the one-year anniversary of its effective date.

4. Time of Performance. Installation and configuration timelines and responsibilities for the Additional Software will be established by the Parties at the integration conference, PROVIDED, HOWEVER, that the integration conference shall

JURY+ Jury Management System
Supplement
to Software License and Maintenance Agreement of October 23, 2002
Dated _____, 2007

be held within thirty (30) calendar days of the execution of this Agreement, and PROVIDED, FURTHER, that the installation and configuration of the Additional Software shall occur no later than ninety (90) days) from the integration conference unless a later date is agreed to in writing by the County.

5. Payment. The County agrees to pay for the Additional Software and the services set forth in this Agreement at the time and in the manner set forth in Appendix A attached hereto and incorporated herein by reference. This payment is in addition to the payment already made by the County to JSI pursuant to the Software License and Maintenance Agreement.

6. JSI Insurance. Through the term of this Agreement, JSI shall comply with the insurance requirements imposed on it by Section 11 of the Software Maintenance Agreement as if those requirements were set forth at length herein. This covenant shall survive the expiration or termination of the Software Maintenance Agreement.

7. Incorporation by Reference. The licensing of the Additional Software shall be governed by the Software License and Maintenance Agreement between the Parties dated October 23, 2002.

8. Prior Agreements. Except insofar as inconsistent with the intent of this Agreement, all other terms and conditions of the Software Maintenance Agreement and the License Agreement dated September 17, 2002, between the Parties will remain in full force and effect until they expire or are terminated pursuant to their respective terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as indicated below.

JSI
Jury Systems Incorporated

By _____
Mary O'Donnell
Director of Sales

Date _____

Snohomish County

By _____
Name Printed _____
Title _____

Date _____

JURY+ Jury Management System
Supplement
to Software License and Maintenance Agreement of October 23, 2002
Dated _____, 2007

Approved as to insurance provisions:

By _____
Risk Management Date

Concurred in pursuant to SCC 2.350.080:

By _____
Information Services Director Date

Approved as to form only

Deputy Prosecuting Attorney Date

DRAFT

JURY+ Jury Management System
 Supplement
 to Software License and Maintenance Agreement of October 23, 2002
 Dated _____, 2007

Appendix A

Description	Qty	Price	Cost
a. JURY+ Solution Suite	1	\$52,495	\$52,495
b. Services	1	\$5,425	\$5,425
c. Suite Discount	1	10%	(\$5,250)
Total License Fees			\$52,670.50
d. First Year Premium Maintenance on JURY+ Solution Suite	1	20.00%	\$10,499
Total Maintenance Fees			\$10,499.00
Sub Total			\$63,169.50
TERMS			
License Fees Due Upon Receipt of Order		50%	\$26,335.25
License Fees Due Upon receipt of Programs by Customer		50%	\$26,335.25
Training at client site (four days)			\$4,400.00
Estimated Training Expenses			\$1,200.00
First Year Premium Maintenance on JURY+ Solution Suite			\$10,499.00
Grand Total			\$68,769.50

DRAFT



JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 1 of 8

This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County ("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*
JURY+ Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2004 through November 30, 2005 are as follows:

Premium Plan	\$ 9,618
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
Total	\$ 12,618

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, which 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, which substantially conforms to published literature provided to the Customer by JSI as of the date of the Software License. The Customer agrees to



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 2 of 8**

- install such enhancements in a timely manner and understands that JSI does not support any but the 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, troubleshooting 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 (Close-Up 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 reasonable associated travel and per diem expenses in accordance with the "Meals and Incidental Expense Allowance" for federal employees traveling within the continental United States, contained in Internal Revenue Service Publication 1542, such expenses to be incurred only after prior Customer approval. 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



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 3 of 8**

+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.

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 such Other Systems Maintenance at such hourly rates and upon such other terms as are provided in a separate written agreement between the parties at the time such professional services are necessary.

7. Schedule of Charges and Payment

The charges set forth on page 1 of this agreement are for the services specified therein and described in Sections 1-5 of this agreement, and are based upon the following schedule, which is provided for convenience of reference only:

- 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.
- b) 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.
- c) 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.



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
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The Customer shall pay on December 1, 2004 the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2004 through November 30, 2005.

8. Expiration or Termination of Agreement

- a) The Customer shall provide notice to JSI on or before ninety (90) days prior to the expiration or termination date of this Agreement if it does not intend to enter into a new annual maintenance agreement with JSI. In that event, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of expiration, 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 expiration or termination and the Customer shall pay for such investigative or corrective services in the same manner as if expiration or termination of this Agreement had not occurred.
- b) Notwithstanding the foregoing, termination of this Agreement by the Customer upon failure of appropriation may occur as provided in Section 12m.

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 WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER 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.



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
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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 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. Insurance Requirements

- a. The Contractor shall obtain and maintain continuously for the term of this contract, at own expense, Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit, and Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence, and/or other insurance to indemnify for the activities and services of this contract. All insurance shall be placed with insurance carriers licensed to do business in Washington State, and with carriers with an AM Best rating of A- or better.
- b. Such insurance shall be endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty days written prior notice to the County.
- c. Such insurance shall be endorsed to include a "cross liability", "severability of interests", or "separation of insureds" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought."
- d. If coverage is on a claims-made form, the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall state that coverage is claims-made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor, at own expense, for a minimum of three years following the termination of this contract. The Contractor shall annually provide the County with proof of renewal. If renewal of the claims-made form of coverage becomes unavailable, or economically unavailable, the Contractor shall execute a



**JURY + Jury Management System
Software Maintenance Agreement
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form of guarantee acceptable to the County to assure financial responsibility for liability of services performed.

- e. The Contractor shall provide the County a Certificate of insurance as evidence of coverage and have the County named on their policy as Additional Insured. Approval of insurance is a condition precedent to full execution of this contract.

12. General Conditions

- a) JSI agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Customer. The parties agree that JSI is not entitled to any benefits or rights enjoyed by employees of the Customer. JSI specifically has the right to direct and control JSI's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. Customer shall only have the right to assure performance.
- b) All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of work under this Agreement shall become the property of the Customer.
- c) No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
- d) The Customer may, at reasonable times, inspect the books and records of JSI relating to its performance of this Agreement. JSI shall keep all records required by this Agreement for seven (7) years after termination of this Agreement for audit purposes.
- e) JSI shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- f) JSI shall not assign any of its rights, duties or obligations under this Agreement without the prior express written consent of Snohomish County.
- g) 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



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 7 of 8**

the contents thereof. Should any conflicts exist between any attached exhibit or schedule to this Agreement, if any, and the text of this Agreement, the text shall prevail.

- h) This Agreement may be modified only by a writing signed by authorized representatives of each party. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of Washington and that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.
- i) Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or local sales taxes it is required to pay on goods procured by it for use in performing services for the Customer under this Agreement. In the latter case, such reimbursement shall be made upon an invoice by JSI to the County to which is attached original receipts showing the goods purchased, dates of purchase and sales taxes paid by JSI.
- j) 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.
- k) 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.
- l) 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+.
- m) The obligation of the Customer to pay for services performed beyond the end of the Snohomish County fiscal year in effect at the commencement of this Agreement is contingent upon appropriation of funds by its governing body for



JURY + Jury Management System
Software Maintenance Agreement
Terms and Conditions
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the specific purpose of funding this Agreement. Upon the failure of such appropriation, Snohomish County may terminate this Agreement.

- n) This Agreement constitutes the entire understanding of the parties as to the subject matter hereof. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

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

JSI

Customer

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

Snohomish County
3000 Rockefeller Avenue
Everett, Washington 98201

By *Lisa Perl*

By *Susan K. Neely*

Name Printed *Lisa Perl*

Name Printed SUSAN NEELY
Executive Director

Title *Controller*

Title _____

Date *12-1-04*

Date *12-15-04*

Approved as to form:

By *Jon H. Ostergaard 12/8/04*
Deputy Prosecuting Attorney

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID ME
JURYS-1

DATE (MM/DD/YYYY)
12/13/04

PRODUCER
Bolton & Company
CA License #0008309
245 S. Los Robles Ave, Ste 105
Pasadena CA 91101
Phone: 626-799-7000 Fax: 626-441-3233

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Jury Systems Incorporated
15760 Ventura Blvd. Suite A-16
Encino CA 91436

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire and Marine Ins.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	VP06301375	02/01/04	02/01/05	EACH OCCURRENCE \$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A		AUTOMOBILE LIABILITY	VP06301375	02/01/04	02/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				<input type="checkbox"/> ANY AUTO	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A		OTHER	Errors & Omissions	VP06301375	02/01/04	02/01/05	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 Day Notice of Cancellation for Non-Payment of Premium.
Certificate holder, its officers, elected officials, agents and employees are named as additional insured per VP033.

CERTIFICATE HOLDER

Snohomish County Court
Ms. Debi Mock
3000 Rockefeller Ave
Mail Stop 605
Everett WA 98201

SNOHOMI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Persons or organizations for your work as required by written contract. Any person or organization that:

- is not otherwise a protected person under this agreement; and
- you specifically agree in a written contract to add as an additional protected person under this agreement;

is a protected person, but only for covered bodily injury or property damage that results from your work.

However, no such person or organization is a protected person for bodily injury or property damage that results from their sole negligence.

Also, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by the written contract; or
- the limits of coverage available under this agreement.

Additional protected person may also be called an additional insured in that written contract.

We explain the term your work in the Products and completed work total limit section.

Vendors of your products. Any vendor of your products is a protected person for covered bodily injury or property damage that results from your products, but only if:

- you specifically agree in a written contract to add the vendor as an additional protected person under this agreement;
- this agreement provides coverage for those products; and
- those products are sold or distributed in the normal course of the vendor's business.

However, no vendor from whom you've acquired your products is a protected person.

Nor is any vendor a protected person for bodily injury or property damage that results from:

- any express warranty which is made by the vendor and you haven't authorized;
- any change made in the condition of any of your products by the vendor;
- the repackaging of your products other than when the products are unpacked for demonstration, inspection, testing, or replacement of parts ordered by you or the manufacturer, and later repackaged in their original containers;
- any failure of the vendor to perform normal or agreed upon servicing of your products which the vendor has sold or distributed;
- the demonstration, installation, or servicing of your products, which is done away from the vendor's premises; or
- your products which have been labeled or relabeled, or used as an ingredient, part, or container in, on, or for anything else, by or for the vendor.

Servicing includes any adjustment, assembly, disposal, inspection, repair or test.

We explain the term your products in the Products and completed work total limit section.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

PRODUCER Bolton & Company CA License #0008309 245 S. Los Robles Ave, Ste 105 Pasadena CA 91101 Phone: 626-799-7000 Fax: 626-441-3233

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Jury Systems Incorporated 15760 Ventura Blvd. Suite A-16 Encino CA 91436

Table with 2 columns: INSURERS AFFORDING COVERAGE, NAIC #. Rows for INSURER A (St. Paul Fire and Marine Ins.), B, C, D, E.

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main coverage table with columns: INSR ADD'L LTR, INSR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess/Umbrella Liability, Workers Compensation, and Errors & Omissions.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS *10 Day Notice of Cancellation for Non-Payment of Premium. Certificate holder, its officers, elected officials, agents and employees are named as additional insured per VP033.

CERTIFICATE HOLDER Snohomish County Court Ms. Debi Mock 3000 Rockefeller Ave Mail Stop 605 Everett WA 98201 SNOHOMI

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE [Signature]

5/4/05 to Leah Vergosen - Risk Mat

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Persons or organizations for your work as required by written contract. Any person or organization that:

- is not otherwise a protected person under this agreement; and
- you specifically agree in a written contract to add as an additional protected person under this agreement;

is a protected person, but only for covered bodily injury or property damage that results from your work.

However, no such person or organization is a protected person for bodily injury or property damage that results from their sole negligence.

Also, such person or organization is a protected person only for the lesser of:

- the limits of coverage required by the written contract; or
- the limits of coverage available under this agreement.

Additional protected person may also be called an additional insured in that written contract.

We explain the term your work in the Products and completed work total limit section.

Vendors of your products. Any vendor of your products is a protected person for covered bodily injury or property damage that results from your products, but only if:

- you specifically agree in a written contract to add the vendor as an additional protected person under this agreement;
- this agreement provides coverage for those products; and
- those products are sold or distributed in the normal course of the vendor's business.

However, no vendor from whom you've acquired your products is a protected person.

Nor is any vendor a protected person for bodily injury or property damage that results from:

- any express warranty which is made by the vendor and you haven't authorized;
- any change made in the condition of any of your products by the vendor;
- the repackaging of your products other than when the products are unpacked for demonstration, inspection, testing, or replacement of parts ordered by you or the manufacturer, and later repackaged in their original containers;
- any failure of the vendor to perform normal or agreed upon servicing of your products which the vendor has sold or distributed;
- the demonstration, installation, or servicing of your products, which is done away from the vendor's premises; or
- your products which have been labeled or relabeled, or used as an ingredient, part, or container in, on, or for anything else, by or for the vendor.

Servicing includes any adjustment, assembly, disposal, inspection, repair or test.

We explain the term your products in the Products and completed work total limit section.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

Mailed 4/10/2006

"A Tradition of Service and Excellence"



Snohomish County Clerk

and Ex-Officio Clerk of Superior Court

Pam L. Daniels
County Clerk

M/S #605
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3466
FAX (425) 388-3806

April 10, 2006

Rick Coplen
Administrative Office of the Courts
POB 41170
Olympia, WA 98504-1170

Dear Rick,

Please find enclosed the documentation for recovery of costs incurred by Snohomish County in merging the jury source list per the interagency agreement. The total costs incurred by Snohomish County were \$3000 for Source List Processing by Jury Systems Incorporated.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Debbi Mock
Fiscal Resources Analyst
Snohomish County Clerk's Office

cc: Kathleen Gunn, Courtroom Operations Manager

Invoice

Invoice #: 00002757

Federal Tax ID: 95-4617347



JURY SYSTEMS
INCORPORATED

Bill To:

Ms. Debbi Mock

Snohomish County
3000 Rockefeller Avenue
Mailstop 605
Everett, WA 98201

Date: 9/14/2005

Page: 1

Terms: Net 77

Your Order #:

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/05-11/30/06)		
Premium Plan	\$9,618.00	
+3 Plan (1 load per year)	\$3,000.00	

Sub Total \$12,618.00

This Invoice is due and payable per the terms stated above. Please make checks payable to: **Jury Systems Incorporated**. Send your payment, marked "Attention Accounts Receivable", to the address shown below. Thank you.

Sub Total:	\$12,618.00
Shipping:	\$0.00
Sales Tax:	\$0.00
TOTAL DUE	\$12,618.00

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 1 of 8

This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County ("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*
JURY+ Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2005 through November 30, 2006 are as follows:

Premium Plan	\$ 9,618
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
Total	\$ 12,618

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, which 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, which 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 does not support any but the current version of the Programs.

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 2 of 8

- 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, troubleshooting 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 (Close-Up 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 reasonable associated travel and per diem expenses in accordance with the "Meals and Incidental Expense Allowance" for federal employees traveling within the continental United States, contained in Internal Revenue Service Publication 1542, such expenses to be incurred only after prior Customer approval. 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.

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1546
RECIPIENT ADDRESS 3931
DESTINATION ID
ST. TIME 10/31 13:56
TIME USE 00'30
PAGES SENT 4
RESULT OK



Snohomish County Clerk
Pam L. Daniels
3000 Rockefeller Ave. M/S 605
Everett, WA 98201
Phone (425) 388-3466
FAX (425) 388-3806

"A Tradition of Service and Excellence"

and Ex-Officio Clerk of Superior Court

TO: CAROLINE HASH

ORGANIZATION: PURCHASING

FAX NUMBER OF RECIPIENT: 3931

DATE: 10/31/2005

FROM: Debbi Mock, Fiscal Resources Analyst

PHONE: (425) 388-3665

FAX # (425) 388-3806

COVER SHEET PLUS 3 PAGES TO FOLLOW

COMMENTS:

Hi Caroline

Here is the completed ECAF and the signature page from our Jury+ Maintenance contract related to PR 52224. I sent a copy of the entire contract on 10/20 so I didn't resend the whole thing. Let me know if you need any additional information. Thanks for your help!

Debbi

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:

EXECUTIVE Aaron Reardon
EXEC. DIR. Susan Neely
DIRECTOR/ELECTED Pam L. Daniels
DEPARTMENT Clerk
DIV. MGR. Kathleen Gunn
DIVISION Courtroom Operations
ORIGINATOR Debbi Mock
DATE 10/19/05 EXT. 3665

TO: COUNCIL CHAIRPERSON:
SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

Approve No Recommendation
Further Processing
Requested By

Executive Office Signature
CEO Staff Review
Received at Council Office

DOCUMENT TYPE:

BUDGET ACTION: Emergency Appropriation Supplemental Appropriation Budget Transfer
CONTRACT: New Amendment
GRANT APPLICATION
ORDINANCE Amendment to Ord. #
PLAN
OTHER

DOCUMENT / AGENDA TITLE:

JURY+ Jury Management System Software Maintenance Agreement

APPROVAL AUTHORITY:

EXECUTIVE COUNCIL
CITE BASIS SCC 3.04.140(2)

HANDLING: NORMAL EXPEDITE URGENT DEADLINE DATE 11/30/05

PURPOSE:

Annual maintenance agreement for jury management software.

BACKGROUND:

Annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. We have utilized JURY+ software since 1990, with an upgrade to the software completed at the beginning of 2003.

The JURY+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, , AU	CURRENT YR	2ND YR	1ST 6 YRS
0025372354801	\$12,618		
TOTAL	\$12,618		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL			

DEPARTMENT FISCAL IMPACT NOTES:

Funding available within current 2005 budget. OS expenditure covers through 4/30 of 2006

BUDGET REVIEW: Analyst Sc Administrator BA Recommend Approval ✓

CONTRACT INFORMATION:

ORIGINAL X CONTRACT # _____ AMOUNT \$12,618
 AMENDMENT _____ CONTRACT # _____ AMOUNT \$

CONTRACT PERIOD:

ORIGINAL Start 12/1/05 End 11/30/06
 AMENDMENT Start _____ End _____

CONTRACT / PROJECT TITLE:

JURY+ Next Generation Software Maintenance Agreement

CONTRACTOR NAME & ADDRESS (City/State only):

**Jury Systems Incorporated
 Encino, CA**

APPROVED:

RISK MANAGEMENT Yes Sc No _____

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes X No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

NON-ELECTRONIC ATTACHMENTS:
 Original JSI Maintenance Agreement (2)
 Budget Vs. Actual Report as of 10/19/05

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 8 of 8

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

JSI

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

By 

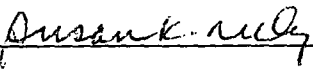
Name Printed Lisa Perl

Title Controller

Date 10-11-05

Customer

Snohomish County
3000 Rockefeller Avenue
Everett, Washington 98201

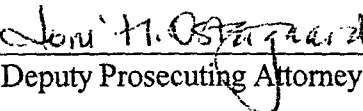
By 

Name Printed SUSAN NEELY
Executive Director

Title _____

Date 10-27-05

Approved as to form:

By  9/30/05
Deputy Prosecuting Attorney

JURY+ Jury Management System
Software Maintenance Agreement
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Page 1 of 8

This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County ("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
JURY+ Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2005 through November 30, 2006 are as follows:

Premium Plan	\$ 9,618
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
Total	\$ 12,618

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, which 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, which 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 does not support any but the current version of the Programs.

JURY+ Jury Management System
Software Maintenance Agreement
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- 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, troubleshooting 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 (Close-Up 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 reasonable associated travel and per diem expenses in accordance with the "Meals and Incidental Expense Allowance" for federal employees traveling within the continental United States, contained in Internal Revenue Service Publication 1542, such expenses to be incurred only after prior Customer approval. 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.

JURY+ Jury Management System
Software Maintenance Agreement
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Page 3 of 8

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 such Other Systems Maintenance at such hourly rates and upon such other terms as are provided in a separate written agreement between the parties at the time such professional services are necessary.

7. Schedule of Charges and Payment

The charges set forth on page 1 of this agreement are for the services specified therein and described in Sections 1-5 of this agreement, and are based upon the following schedule, which is provided for convenience of reference only:

- 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.
- b) 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.
- c) 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 on December 1, 2005 the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2005 through November 30, 2006.

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 4 of 8

8. Expiration or Termination of Agreement

- a) The Customer shall provide notice to JSI on or before ninety (90) days prior to the expiration or termination date of this Agreement if it does not intend to enter into a new annual maintenance agreement with JSI. In that event, JSI will provide Customer with any enhancements to the Programs which are released within the ninety (90) day period before the effective date of expiration, 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 expiration or termination and the Customer shall pay for such investigative or corrective services in the same manner as if expiration or termination of this Agreement had not occurred.
- b) Notwithstanding the foregoing, termination of this Agreement by the Customer upon failure of appropriation may occur as provided in Section 12m.

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 WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER 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.

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 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

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 5 of 8

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. Insurance Requirements

- a. The Contractor shall obtain and maintain continuously for the term of this contract, at own expense, Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence, combined single limit, and Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence, and/or other insurance to indemnify for the activities and services of this contract. All insurance shall be placed with insurance carriers licensed to do business in Washington State, and with carriers with an AM Best rating of A- or better.
- b. Such insurance shall be endorsed to include Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty days written prior notice to the County.
- c. Such insurance shall be endorsed to include a "cross liability", "severability of interests", or "separation of insureds" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought."
- d. If coverage is on a claims-made form, the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall state that coverage is claims-made, and state the retroactive date. Claims made form coverage shall be maintained by the Contractor, at own expense, for a minimum of three years following the termination of this contract. The Contractor shall annually provide the County with proof of renewal. If renewal of the claims-made form of coverage becomes unavailable, or economically unavailable, the Contractor shall execute a form of guarantee acceptable to the County to assure financial responsibility for liability of services performed.
- e. The Contractor shall provide the County a Certificate of insurance as evidence of coverage and have the County named on their policy as Additional Insured. Approval of insurance is a condition precedent to full execution of this contract.

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 6 of 8

12. General Conditions

- a) JSI agrees that it will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Customer. The parties agree that JSI is not entitled to any benefits or rights enjoyed by employees of the Customer. JSI specifically has the right to direct and control JSI's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. Customer shall only have the right to assure performance.
- b) All reports, plans, specifications, all forms of electronic media, and data and documents produced in the performance of work under this Agreement shall become the property of the Customer.
- c) No changes or additions shall be made to this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
- d) The Customer may, at reasonable times, inspect the books and records of JSI relating to its performance of this Agreement. JSI shall keep all records required by this Agreement for seven (7) years after termination of this Agreement for audit purposes.
- e) JSI shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- f) JSI shall not assign any of its rights, duties or obligations under this Agreement without the prior express written consent of Snohomish County.
- g) 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. Should any conflicts exist between any attached exhibit or schedule to this Agreement, if any, and the text of this Agreement, the text shall prevail.
- h) This Agreement may be modified only by a writing signed by authorized representatives of each party. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of Washington and that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington.

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 7 of 8

- i) Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or local sales taxes it is required to pay on goods procured by it for use in performing services for the Customer under this Agreement. In the latter case, such reimbursement shall be made upon an invoice by JSI to the County to which is attached original receipts showing the goods purchased, dates of purchase and sales taxes paid by JSI.
- j) 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.
- k) 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.
- l) 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+.
- m) The obligation of the Customer to pay for services performed beyond the end of the Snohomish County fiscal year in effect at the commencement of this Agreement is contingent upon appropriation of funds by its governing body for the specific purpose of funding this Agreement. Upon the failure of such appropriation, Snohomish County may terminate this Agreement.
- n) This Agreement constitutes the entire understanding of the parties as to the subject matter hereof. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 8 of 8

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

JSI

Customer

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

Snohomish County
3000 Rockefeller Avenue
Everett, Washington 98201

By 

By 

Name Printed Lisa Perl

Name Printed SUSAN NEELY
Executive Director

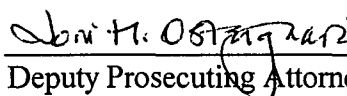
Title Controller

Title _____

Date 10-11-05

Date 10-27-05

Approved as to form:

By  9/30/05
Deputy Prosecuting Attorney

Invoice

Invoice #: 00002757

Federal Tax ID: 95-4617347



JURY SYSTEMS
INCORPORATED

Bill To:

Ms. Debbi Mock

Snohomish County
3000 Rockefeller Avenue
Mailstop 605
Everett, WA 98201

Date: 9/14/2005

Page: 1

Terms: Net 77

Your Order #:

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/05-11/30/06)		
Premium Plan	\$9,618.00	
+3 Plan (1 load per year)	\$3,000.00	

Sub Total \$12,618.00

This Invoice is due and payable per the terms stated above. Please make checks payable to: **Jury Systems Incorporated**. Send your payment, marked "Attention Accounts Receivable", to the address shown below. Thank you.

Sub Total:	\$12,618.00
Shipping:	\$0.00
Sales Tax:	\$0.00
TOTAL DUE	\$12,618.00

to Scott
10/20/05

LOG NUMBERS	/ /	CEO	/ /
BGT.	/ /		/ /

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:
 EXECUTIVE Aaron Reardon
 EXEC. DIR. Susan Neely
 DIRECTOR/ELECTED Pam L. Daniels
 DEPARTMENT Clerk
 DIV. MGR. Kathleen Gunn
 DIVISION Courtroom Operations
 ORIGINATOR Debbi Mock
 DATE 10/19/05 EXT. 3665

TO: COUNCIL CHAIRPERSON:
 SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:
 Approve No Recommendation
 Further Processing
 Requested By _____

 Executive Office Signature / /
 CEO Staff Review / /
 Received at Council Office / /

DOCUMENT TYPE:
 BUDGET ACTION:
 Emergency Appropriation
 Supplemental Appropriation
 Budget Transfer
 CONTRACT:
 New
 Amendment

GRANT APPLICATION
 ORDINANCE
 Amendment to Ord. # _____
 PLAN
 OTHER

DOCUMENT / AGENDA TITLE:
 JURY+ Jury Management System Software Maintenance Agreement

APPROVAL AUTHORITY: EXECUTIVE COUNCIL _____
 CITE BASIS SCC 3.04.140(2)

HANDLING: NORMAL _____ EXPEDITE URGENT _____ DEADLINE DATE 11/30/05

PURPOSE:
 Annual maintenance agreement for jury management software.

BACKGROUND:
 Annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. We have utilized JURY+ software since 1990, with an upgrade to the software completed at the beginning of 2003.
 The JURY+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
0025372354801	\$12,618		
TOTAL	\$12,618		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL			

DEPARTMENT FISCAL IMPACT NOTES:
 Funding available within current 2005 budget.

BUDGET REVIEW: Analyst _____ Administrator _____ Recommend Approval _____

CONTRACT INFORMATION:

ORIGINAL X CONTRACT # _____ AMOUNT \$12,618
 AMENDMENT _____ CONTRACT # _____ AMOUNT \$

CONTRACT PERIOD:

ORIGINAL Start 12/1/05 End 11/30/06
 AMENDMENT Start _____ End _____

CONTRACT / PROJECT TITLE:

JURY+ Next Generation Software Maintenance Agreement

CONTRACTOR NAME & ADDRESS (City/State only):

**Jury Systems Incorporated
 Encino, CA**

APPROVED:

RISK MANAGEMENT Yes _____ No _____

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes X No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

NON-ELECTRONIC ATTACHMENTS:

**Original JSI Maintenance Agreement (2)
 Budget Vs. Actual Report as of 10/19/05**

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1496
RECIPIENT ADDRESS 3931
DESTINATION ID
ST. TIME 10/20 13:54
TIME USE 01'19
PAGES SENT 10
RESULT OK



Snohomish County Clerk
Pam L. Daniels
3000 Rockefeller Ave. M/S 605
Everett, WA 98201
Phone (425) 388-3466
FAX (425) 388-3806

"A Tradition of Service and Excellence"

and Ex-Officio Clerk of Superior Court

TO: DAVE GIBSON
ORGANIZATION: PURCHASING
FAX NUMBER OF RECIPIENT: 3931
DATE: 10/20/2005
FROM: Debbi Mock, Fiscal Resources Analyst
PHONE: (425) 388-3665
FAX # (425) 388-3806

COVER SHEET PLUS 9 PAGES TO FOLLOW

COMMENTS:

Hi Dave
Here is the contract that goes with PR 52224. The ECAF is currently at Finance for processing. This is our annual maintenance contract renewal for the jury management software. Let me know if you need any additional information. Thanks for your help!
Debbi

PO702 PURCHASE REQUISITIONS APPROVAL REGISTER

Signature: _____ / ____ / ____ Signature: _____ / ____ / ____ Signature: _____ / ____ / ____

=====

PR #	Subject	DSC	Requested	Required	PR Amount	Discount
PR 52224	SOLE SOURCE REQUEST-JURY+ SOFTWARE MAINTENANCE Requested by DEBBI MOCK 3665	SCLDDM CLERK	10/20/05	11/30/05	12,618.00	

Ship To ONST MERCHANDISE ALREADY ON SITE
DUE TO PREVIOUS CONTRACT/PO

Line/ VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross	Unit Price	Discount	Tax
1	ANNUAL MAINTENANCE FOR JURY+ N EXT GENERATION SOFTWARE FOR PERIOD 12/1/05 THROUGH 11/30/0 6. PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to ONST	W00000	1.000	EA	9,618.00	9,618.00	9,618.00			NON
05826	JURY SYSTEMS INC							Batch 128834	Sheet	1
2	JURY+ ANNUAL MAINTENANCE RENEW AL (12/1/05 THROUGH 11/30/06) FOR +3 PLAN PER ATTACHED AGREE MENT. Ship to ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO	W00000	1.000	EA	3,000.00	3,000.00	3,000.00			NON
05826	JURY SYSTEMS INC							Batch 128834	Sheet	2

Line	Dist.Code	GL Description	Debits	Credits
1	2 5372354801	Repair/Maintenance	9,618.00	
	999 28110	Purchase Requisition Entry		9,618.00
2	2 5372354801	Repair/Maintenance	3,000.00	
	999 28110	Purchase Requisition Entry		3,000.00
			-----	-----
			12,618.00	12,618.00
			=====	=====

=====

PO701

PURCHASE REQUISITIONS EDIT LIST

Signature: _____ / _____ / _____ Signature: _____ / _____ / _____ Signature: _____

[Handwritten signatures]

PR # Subject Auto PO DSC Required PR Amount Disc Bal Cmp

PR 52224 SOLE SOURCE REQUEST-JURY+ SOFTWARE MAINTENANCE SCLDDM NO CLERK 11/30/05 12,618.00 Y Y
 Requested by DEBBI MOCK 3665 Requested on 10/20/05

Ship To ONST MERCHANDISE ALREADY ON SITE
DUE TO PREVIOUS CONTRACT/PO

Line/VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross Unit Price	Discount	Tax	Bal	Cmp
1	ANNUAL MAINTENANCE FOR JURY+ N EXT GENERATION SOFTWARE FOR PERIOD 12/1/05 THROUGH 11/30/0 6. PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to ONST	W00000	1.000	EA	9,618.00	9,618.00	9,618.00			NON	Y
05826	JURY SYSTEMS INC										
2	JURY+ ANNUAL MAINTENANCE RENEW AL (12/1/05 THROUGH 11/30/06) FOR +3 PLAN PER ATTACHED AGREE MENT. Ship to ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO	W00000	1.000	EA	3,000.00	3,000.00	3,000.00			NON	Y
05826	JURY SYSTEMS INC										

Line	Dist.Code	GL Description	Debits	Credits
1	2 5372354801	Repair/Maintenance	9,618.00	
	999 28110	Purchase Requisition Entry		9,618.00
2	2 5372354801	Repair/Maintenance	3,000.00	
	999 28110	Purchase Requisition Entry		3,000.00
			12,618.00	12,618.00

12,618.00



Pam L. Daniels
County Clerk

M/S #605
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3466
FAX (425) 388-3806

M E M O R A N D U M

DATE: October 20, 2005
TO: Dave Gibson, Purchasing Manager
FROM: Debbi Mock, Fiscal Resources Analyst *DM*
RE: JURY+ Annual Maintenance Agreement
Sole Source Request - Purchase Requisition 52224
CC: Kathleen Gunn, Courtroom Operations Manager

We are requesting a purchase order number be issued for the attached maintenance agreement, including the +3 plan for Jury+ software.

As you know, in November of 1990 we purchased, sole source through Unicorn (now Jury Systems Incorporated), a centralized automated jury management system (Jury+) to serve the Superior and District Courts in Snohomish County. This software was upgraded to Jury+ Next Generation in 2003.

The Jury+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

If you need further information please call me at extension 3665. Thank you.



**Snohomish County Clerk
Pam L. Daniels
M/S 605
3000 Rockefeller Ave.
Everett, WA 98201
Phone 388-3466
Fax 388-3806**

and Ex-Officio Clerk of Superior Court

F A X C O V E R S H E E T

DATE: August 29, 2006

TIME:

TO: Nina Ayyar

PHONE:

FAX: 818-461-3179

FROM: Valerie White

PHONE: 425-388-3586

FAX: 425-388-3806

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

RE: NCOA Process Acknowledgement Form

Thank you.

Re-Sending 8/30/06

*If this does not read clearly let me know and
I will mail the form in to you.*

Val



NCOA^{Link}™ PROCESSING ACKNOWLEDGEMENT FORM

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service (USPS) requires that each NCOA^{Link} Licensee have a completed NCOA^{Link} PAF for each of their NCOA^{Link} customers prior to providing the NCOA^{Link} service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated PAF from each of its customers at minimum once per year. Any signature upon this PAF shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document.

LIST OWNER

I, the undersigned, an authorized representative of:

Snohomish County Clerk's Office

Company Name

Address
3000 Rockefeller Ave., M/S 605

City
Everett

State
WA

ZIP+4
982014046

Telephone Number
425-388-3586

Postal ID (for future use)

Tax Identification Number (TIN)
91-6001368

NAICS/SIC

Parent Company Name
Snohomish County

Marketing or "DBA" Company Name or Primary Affiliate Company Name

Name (Please print)

Title
Chief Deputy Clerk

Signature

Date

August 29, 2006

do hereby acknowledge that I have received and reviewed the NCOA^{Link} Information Package supplied to me by Anchor Computer Inc. an NCOA^{Link} Full Service Provider Licensee. I also understand that the sole purpose of the NCOA^{Link} service is to provide a mailing list correction service for lists that will be used for preparation of mailings. Furthermore, I understand that NCOA^{Link} may not be used to create or maintain new movers lists.

LICENSEE

ANCHOR COMPUTER, INC.

Business Name (Please print)

NANCY ATWOOD

VICE PRESIDENT, ECOMMERCE SERVICES

Name (Please print)

Title

Signature

Date

631-293-6100

Telephone Number

Tax Identification Number (TIN)

BROKER/AGENT LIST ADMINISTRATOR (Check applicable box)

Business Name (Please print)

Address

City/State/ZIP+4

Name (Please print)

Title

Signature

Date

Telephone Number

Tax Identification Number (TIN)

NAICS/SIC

For Licensee Use Only

PAF ID:

Broker/Agent ID:

List Administrator ID:



NCOA^{Link}™ PROCESSING ACKNOWLEDGEMENT FORM

The collection of information on this Processing Acknowledgement Form (PAF) is required by the Privacy Act of 1974. The United States Postal Service (USPS) requires that each NCOA^{Link} Licensee have a completed NCOA^{Link} PAF for each of their NCOA^{Link} customers prior to providing the NCOA^{Link} service. The Licensee is also required by the USPS to retain a copy of the completed form for each of its customers and to obtain an updated PAF from each of its customers at minimum once per year. Any signature upon this PAF shall be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or facsimile representation of the original document.

LIST OWNER

I, the undersigned, an authorized representative of:

Spokane County Clerk's Office
Company Name

3000 Rockefeller Ave, m/s 605
Address

Everett WA 98201
City State ZIP+4

425-388-3665 91-6001368
Telephone Number Postal ID (for future use) Tax Identification Number (TIN) NAICS/SIC

Spokane County
Parent Company Name

Marketing of "DBA" Company Name or Primary Affiliate Company Name

Ronald E. Hedford
Name (Please print)

Chief Deputy Clerk
Title

[Signature]
Signature

8/29/06
Date

do hereby acknowledge that I have received and reviewed the NCOA^{Link} Information Package supplied to me by Anchor Computer Inc. an NCOA^{Link} Full Service Provider Licensee. I also understand that the sole purpose of the NCOA^{Link} service is to provide a mailing list correction service for lists that will be used for preparation of mailings. Furthermore, I understand that NCOA^{Link} may not be used to create or maintain new movers lists.

LICENSEE

ANCHOR COMPUTER, INC.

Business Name (Please print)

NANCY ATWOOD

VICE PRESIDENT, ECOMMERCE SERVICES

Name (Please print)

Title

Nancy Atwood

Signature

Date

631-293-6100

Telephone Number

Tax Identification Number (TIN)

BROKER/AGENT LIST ADMINISTRATOR (Check applicable box)

Business Name (Please print)

Address City/State/ZIP+4

Name (Please print) Title

Signature Date

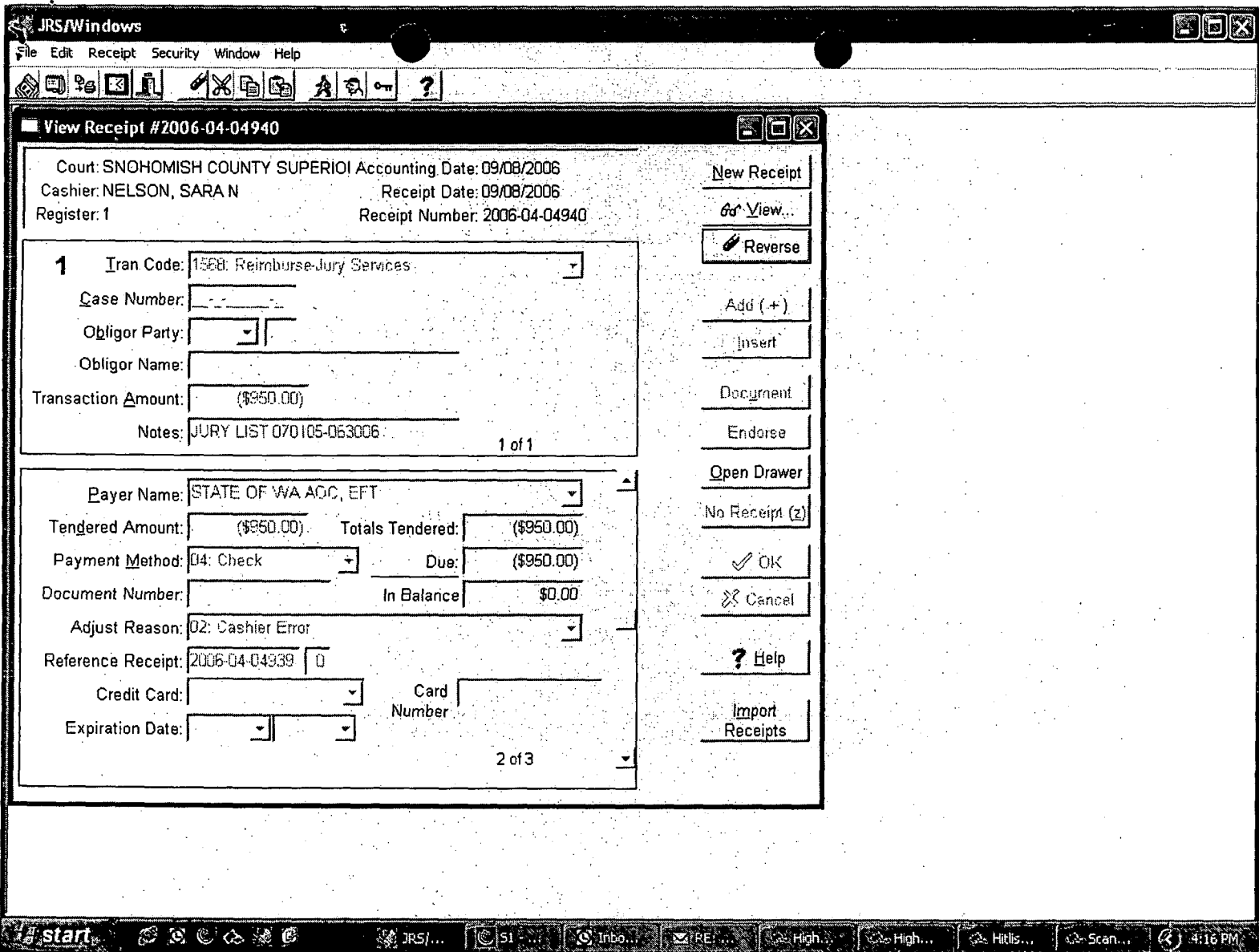
Telephone Number Tax Identification Number (TIN) NAICS/SIC

For Licensee Use Only

PAF ID:

Broker/Agent ID:

List Administrator ID:



~~Revenue Due to you 0023372316501~~

Anne worked w/ John Carr. A new DAC has been created as per Finance.

EFT Received 9/8/06

Completed Process

Val



WASHINGTON
COURTS

ADMINISTRATIVE OFFICE OF THE COURTS

Janet L. McLane
State Court Administrator

March 22, 2006

The Honorable Pam Daniels
Snohomish County Clerk
3000 Rockefeller Ave MS 605
Everett, WA 98201-4046

RE: Interagency Agreement IAA06145

Dear Ms. Daniels:

Please find enclosed your copy of the fully executed agreement between Snohomish County and the Administrative Office of the Courts for the purpose of providing reimbursement for the Expanded Jury Source List Project.

If you have questions, please contact me at ramsey.radwan@courts.wa.gov or by phone at (360) 357-2406.

Sincerely,

A handwritten signature in black ink, appearing to read "Ramsey Radwan".

Ramsey Radwan
Director
Management Services Division

Enclosure

STATE OF WASHINGTON
INTERAGENCY AGREEMENT
IAA06145
BETWEEN

THE WASHINGTON STATE
ADMINISTRATIVE OFFICE OF THE COURTS

AND

SNOHOMISH COUNTY

FOR
REIMBURSEMENT
FOR

FISCAL YEAR 2006 and FISCAL YEAR 2007
EXPANDED JURY SOURCE LIST PROJECT

THIS AGREEMENT is made and entered into by and between Administrative Office of the Courts ("AOC") and Snohomish County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **PURPOSE:** The purpose of this agreement is to enable the AOC to provide limited reimbursement for expenditures by the County in conjunction with the Expanded Jury Source List Project ("Project"). The state of Washington, Washington counties, Washington courts, and the AOC have a vital interest in developing an expanded jury source list to increase the number and diversity of citizens available for jury duty. The legislature appropriated funds to the AOC for coordination of a project to develop expanded jury source lists statewide. During the project, the County, the Courts, the AOC, and the Department of Information Services ("DIS") have worked cooperatively in the merging of the record of registered voters with the records of holders of drivers licenses to develop an expanded jury source list.
2. **TERM OF AGREEMENT:** The term of this Agreement shall be from July 1, 2005 through June 30, 2007.
3. **RESPONSIBILITIES:**
 - 3.1 The County shall:
 - 3.1.1 Develop an expanded jury source list to increase the number and diversity of citizens available for jury duty through the cooperative efforts of the County, the Courts, the AOC, and the Department of Information Services ("DIS") by the merging of the record of registered voters with the records of holders of drivers licenses.
 - 3.1.2 Be responsible for all costs and expenses associated with the Project not reimbursed under this Agreement, except for additional funding for the Project, if any, provided by the legislature, the AOC or other sources.
 - 3.1.3 Maintain accurate records of expenditures in conjunction with the Project.

3.2 The AOC shall reimburse the County for expenditures by the County in conjunction with the Project pursuant to Paragraph 4.2 below.

4. COMPENSATION AND BILLING:

4.1 The County shall provide required documentation and submit an invoice to the AOC:

4.1.1 On or before June 30, 2006 for expenditures incurred during state FY 2006. State FY 2006 is defined as the period from July 1, 2005 through June 30, 2006.

4.1.2 On or before June 30, 2007 for expenditures incurred during state FY 2007. State FY 2007 is defined as the period from July 1, 2006 through June 30, 2007.

4.2 The AOC shall provide limited reimbursement to the County for expenditures by the County in conjunction with the Project.

4.2.1 The anticipated maximum reimbursement amount for state FY 2006 will be \$950.

4.2.2 The anticipated maximum reimbursement amount for state FY 2007 will be \$950.

4.3 Payment of the maximum reimbursement amount or the amount expended by the County, whichever is less, will be made by the AOC upon receipt of an invoice from the County showing the amount expended by the County. PROVIDED, that, if additional funds become available, the reimbursement amount may be increased at the sole discretion of the AOC. PROVIDED FURTHER, that in no case will the amount reimbursed by the AOC be greater than the amount expended by the County.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 The County's representative shall be Pam L. Daniels.

5.2 The AOC's representative shall be Rick Coplen.

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. **TERMINATION:** Any party hereto may terminate this Agreement upon five (5) days written notice to the other parties. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

8. **CHANGES, MODIFICATIONS. AMENDMENTS AND WAIVERS:** This Agreement may be changed, modified, amended or waived only by written agreement

executed the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

9. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
10. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
11. **EXECUTION:** We, the undersigned, agree to the terms of the foregoing Agreement.

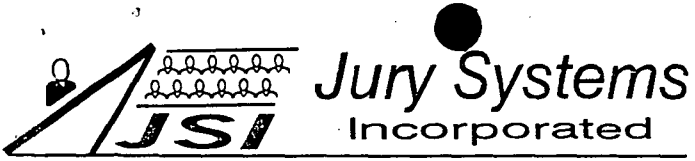
SNOHOMISH COUNTY

STATE OF WASHINGTON
ADMINISTRATIVE OFFICE
OF THE COURTS

Sam L. Daniels 3/17/06
Signature/Title Date

[Signature] 3/23/06
Contracts Manager Date

APPROVED AS TO FORM ONLY BY:
STATE OF WASHINGTON
OFFICE OF THE ATTORNEY GENERAL



Jury Systems
Incorporated

Federal Tax ID: 95-4617347

Invoice

Invoice #: **00001068**

Date: 10/16/00

Page: 1

Terms: Net 45

Your Order #:

Bill To:

Ms. Sonya Kraski

Snohomish County
3000 Rockefeller Avenue
Everett, WA 98201

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/00-11/30/01)		
Premium Plan	\$6,750.00	
+3 Plan	\$3,000.00	

Sub Total **\$9,750.00**

This Invoice is due and payable per the terms stated above. Please make checks payable to: **Jury Systems Incorporated**. Send your payment, marked "Attention Accounts Receivable", to the address shown below. Thank you.

Sub Total:	\$9,750.00
Shipping:	\$0.00
Sales Tax:	\$0.00
TOTAL DUE	\$9,750.00



October 16, 2000

Ms. Sonya Kraski
Jury Coordinator
Snohomish County
3000 Rockefeller Avenue
Everett, Washington 98201

Dear Ms. Kraski:

Enclosed an invoice for JURY+ Maintenance Renewal for the period December 1, 2000 through November 30, 2001. Your fee for Premium Maintenance is \$6,750 and the +3 maintenance charge is \$3,000.

Also enclosed is a new copy of the JURY+ Software Maintenance Agreement for the specified maintenance period. Please sign the new Maintenance Agreement and return a copy to JSI and forward the invoice for payment.

If you have any questions, please feel free to call.

Best Regards,

A handwritten signature in cursive script that reads 'Ron Rutschman'.

Ron Rutschman
Vice President

cc: Mark Schienbein

PO702 PURCHASE REQUISITIONS APPROVAL REGISTER

Signature: _____/_____/____ Signature: _____/_____/____ Signature: _____/_____/____

=====

PR #	Subject	DSC	Requested	Required	PR Amount	Discount
PR 04045	SOLE SOURCE REQUEST ANNUAL JURY+ MAINT Requested by HEIDI PERCY X2714	SCLDDM CLERK	10/27/00	11/30/00	9,750.00	

Line/ VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross	Unit Price	Discount	Tax
1	JURY+ ANNUAL MAINTENANCE RENEW AL 12/1/00-11/30/01 PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to SCL2 CLERK'S OFFICE - COURT CLERK 3000 ROCKEFELLER 5TH FL CH EVERETT WA 98201-4046	W00000	1.000	EA	6,750.00	6,750.00	6,750.00	Batch 55179	Sheet	NON 1
2	JURY+ ANNUAL MAINTENANCE RENEW AL +3 PLAN PER ATTACHED Ship to SCL2 CLERK'S OFFICE - COURT CLERK 3000 ROCKEFELLER 5TH FL CH EVERETT WA 98201-4046	W00000	1.000	EA	3,000.00	3,000.00	3,000.00	Batch 55179	Sheet	NON 2

Line	Dist.Code	GL Description	Debits	Credits
1	2 5372354801	Repair/Maintenance	6,750.00	
	999 28110	Purchase Requisition Entry		6,750.00
2	2 5372354801	Repair/Maintenance	3,000.00	
	999 28110	Purchase Requisition Entry		3,000.00
			-----	-----
			9,750.00	9,750.00
			=====	=====

PO701

PURCHASE REQUISITIONS EDIT LIST

Signature: _____ / ____ / ____ Signature: _____ / ____ / ____ Signature: _____ / ____ / ____

PR #	Subject	DSC	Requested	Required	PR Amount	Disc	Bal	Cmp
PR 04045	SOLE SOURCE REQUEST ANNUAL JURY+ MAINT Requested by HEIDI PERCY X2714	SCLDDM CLERK	10/27/00	11/30/00	9,750.00			Y Y

Line/ VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross Unit Price	Discount	Tax	Bal
1	JURY+ ANNUAL MAINTENANCE RENEW AL 12/1/00-11/30/01 PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to SCL2 CLERK'S OFFICE - COURT CLERK 3000 ROCKEFELLER 5TH FL CH EVERETT WA 98201-4046	W00000	1.000	EA	6,750.00	6,750.00	6,750.00		NON	Y
2	JURY+ ANNUAL MAINTENANCE RENEW AL +3 PLAN PER ATTACHED Ship to SCL2 CLERK'S OFFICE - COURT CLERK 3000 ROCKEFELLER 5TH FL CH EVERETT WA 98201-4046	W00000	1.000	EA	3,000.00	3,000.00	3,000.00		NON	Y

Line	Dist.Code	GL Description	Debits	Credits
1	2 5372354801	Repair/Maintenance	6,750.00	
	999 28110	Purchase Requisition Entry		6,750.00
2	2 5372354801	Repair/Maintenance	3,000.00	
	999 28110	Purchase Requisition Entry		3,000.00
			-----	-----
			9,750.00	9,750.00
			=====	=====

10/27
Contract to Pam for signature

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

This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County (Customer") for the maintenance and improvement of the JURY+ Software and Related Documentation (hereinafter collectively referred to as "Programs") comprised of the following:

JURY + Jury Management System
JURY + Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2000 through November 30, 2001 are as follows:

Premium Plan	\$ 6,750
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000
Total	\$ 9,750

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, which 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, which 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 does not support any but the current version of the Programs.

JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 2

- 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, troubleshooting 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 (Close-Up 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.

**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 3**

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 15% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed.

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 \$800/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.

**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 4**

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 WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER 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.

**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 5**

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 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.
- 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.

JURY + Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 6

- 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+.

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

JSI

Customer

Jury Systems Incorporated


Snohomish County

15760 Ventura Blvd., Suite A-16

3000 Rockefeller Avenue

Encino, California 91436

Everett, Washington 98201

By <u> ^{LJS}</u>	By _____
Name Printed <u>Ron Rutschman</u>	Name Printed _____
Title <u>Vice President</u>	Title _____
Date <u>10-16-00</u>	Date _____

PO702 PURCHASE REQUISITIONS APPROVAL REGISTER

Signature: _____ / ____ / ____ Signature: _____ / ____ / ____ Signature: _____ / ____ / ____

PR #	Subject	DSC	Requested	Required	PR Amount	Discount
PR 32046	SOLE SOURCE REQUEST ANNUAL JURY+ MAINTENANCE Requested by DEBBI MOCK 3665	SCLDDM CLERK	11/04/03	11/30/03	12,618.00	

Ship To ONST MERCHANDISE ALREADY ON SITE
DUE TO PREVIOUS CONTRACT/PO

Line/ VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross	Unit Price	Discount	Tax
1	ANNUAL MAINTENANCE FOR JURY+ N EXT GENERATION AND JURY+ USERS GUIDE FOR PERIOD 12/1/03 THROU GH 11/30/04. PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to ONST	W00000	1.000	EA	9,618.00	9,618.00	9,618.00	Batch 100930	Sheet	NON 1
05826	JURY SYSTEMS INC									
2	JURY+ ANNUAL MAINTENANCE RENEW AL (12/1/03 - 11/30/04) FOR +3 PLAN PER ATTACHED AGREEMENT Ship to ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO	W00000	1.000	EA	3,000.00	3,000.00	3,000.00	Batch 100930	Sheet	NON 2
05826	JURY SYSTEMS INC									

Line	Dist.Code	GL Description	Debits	Credits
1	2 5372354801	Repair/Maintenance	9,618.00	
	999 28110	Purchase Requisition Entry		9,618.00
2	2 5372354801	Repair/Maintenance	3,000.00	
	999 28110	Purchase Requisition Entry		3,000.00
			12,618.00	12,618.00
			=====	=====

W: BLV20030 79% used
W: BLV20030 79% used

PO701 PURCHASE REQUISITIONS EDIT LIST

Signature: _____ / ____ / ____ Signature: _____ / ____ / ____ Signature: _____ / ____ / ____

PR # Subject DSC Requested Required PR Amount Disc Bal Cmp
 PR 32046 SOLE SOURCE REQUEST ANNUAL JURY+ MAINTENANCE SCLDDM CLERK 11/04/03 11/30/03 12,618.00 Y Y
 Requested by DEBBI MOCK 3665
 Ship To ONST MERCHANDISE ALREADY ON SITE
 DUE TO PREVIOUS CONTRACT/PO

Line/VDR	ITEM / Description	COMMODITY	Quantity	Units	Unit Price	Extended Price	Gross Unit Price	Discount	Tax	Bal	Cmp
1	ANNUAL MAINTENANCE FOR JURY+ N EXT GENERATION AND JURY+ USERS GUIDE FOR PERIOD 12/1/03 THROU GH 11/30/04. PREMIUM PLAN PER ATTACHED AGREEMENT. Ship to ONST	W00000	1.000	EA	9,618.00	9,618.00	9,618.00				NON Y
05826	JURY SYSTEMS INC										
2	JURY+ ANNUAL MAINTENANCE RENEW AL (12/1/03 - 11/30/04) FOR +3 PLAN PER ATTACHED AGREEMENT Ship to ONST MERCHANDISE ALREADY ON SITE DUE TO PREVIOUS CONTRACT/PO	W00000	1.000	EA	3,000.00	3,000.00	3,000.00				NON Y
05826	JURY SYSTEMS INC										

Line	Dist.Code	GL Description	Debits	Credits	
1	2 5372354801	Repair/Maintenance	9,618.00		W: BLV20030 79% used
	999 28110	Purchase Requisition Entry		9,618.00	
2	2 5372354801	Repair/Maintenance	3,000.00		W: BLV20030 79% used
	999 28110	Purchase Requisition Entry		3,000.00	
			12,618.00	12,618.00	
			=====	=====	



Snohomish County Clerk
Pam L. Daniels
3000 Rockefeller Ave. M/S 605
Everett, WA 98201
Phone (425) 388-3466
FAX (425) 388-3806

"A Tradition of Service and Excellence"

and Ex-Officio Clerk of Superior Court

TO: DAVE GIBSON

ORGANIZATION: PURCHASING

FAX NUMBER OF RECIPIENT: 388-3931

DATE: 11/12/2003

FROM: Debbi Mock, Administrative Specialist

PHONE: (425) 388-3665

FAX # (425) 388-3806

COVER SHEET PLUS 8 PAGES TO FOLLOW

COMMENTS:

Dave

Here are the attachments for our purchase requisition 32046, sole source request for our jury management software annual maintenance agreement.

If you have any questions or need additional information please call me at the number above. Thanks!

Debbi



"A Tradition of Service and Excellence"

Snohomish County Clerk

and Ex-Officio Clerk of Superior Court

Pam L. Daniels
County Clerk

M/S #605
3000 Rockefeller Avenue
Everett, WA 98201
(425) 388-3466
FAX (425) 388-3806

M E M O R A N D U M

DATE: November 12, 2003
TO: Dave Gibson, Purchasing Manager
FROM: Debbi Mock, Administrative Specialist
RE: JURY+ Annual Maintenance Agreement
Sole Source Request - Purchase Requisition 32046
CC: Kathleen Gunn, Courtroom Manager

We are requesting a purchase order number be issued for the above referenced maintenance agreement, including the +3 plan for Jury+ software.

As you know, in November of 1990 we purchased, sole source through Unicorn (now Jury Systems Incorporated), a centralized automated jury management system (Jury+) to serve the Superior and District Courts in Snohomish County.

The Jury+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

If you need further information please call me at extension 3665. Thank you.

Invoice

Invoice #: 00002547

Federal Tax ID: 95-4617347



JURY SYSTEMS
INCORPORATED

Bill To:

~~Ms Heidi Doroy~~

Snohomish County
3000 Rockefeller Avenue
Everett, WA 98201

Date: 10/14/03

Page: 1

Terms: Net 47

Your Order #:

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/03-11/30/04)		
Premium Plan	\$9,618.00	
+3 Plan (1 load per year)	\$3,000.00	

Sub Total \$12,618.00

This Invoice is due and payable per the terms stated above. Please make checks payable to:
Jury Systems Incorporated. Send your payment, marked "Attention Accounts Receivable",
to the address shown below. Thank you.

Sub Total: \$12,618.00

Shipping: \$0.00

Sales Tax: \$0.00

TOTAL DUE \$12,618.00



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

This agreement is made between Jury Systems Incorporated ("JSI") and Snohomish County (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*
JURY+ Users Guide

The annual maintenance fees for JURY+ for the period December 1, 2003 through November 30, 2004 are as follows:

Premium Plan	\$ 9,618
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
Total	\$ 12,618

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, which 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, which 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 does not support any but the current version of the Programs.



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 2**

- 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, troubleshooting 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 (Close-Up 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.



**JURY + Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 3**

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 15% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed.

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 \$800/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.



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 4**

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 WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER 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.



**JURY+ Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 5**

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 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.
- 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+.



JURY + Jury Management System
Software Maintenance Agreement
Terms and Conditions
Page 6

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

JSI

Customer

Jury Systems Incorporated

Snohomish County

15760 Ventura Blvd., Suite A-16

3000 Rockefeller Avenue

Encino, California 91436

Everett, Washington 98201

SUSAN NEELY
Executive Director

By *Lisa Perl*

By *Susan K. Neely*

Name Printed *Lisa Perl*

Name Printed *Susan K. NEELY*

Title *Controller*

Title *Executive Director*

Date *10-21-03*

Date *11-19-03*

Approved as to form:

Cindy A. Larsen

Deputy Prosecuting Attorney

Cindy A. Larsen

10/31/03

COPY

LOG NUMBERS
BGT. , / / CEO , / /

To Mary 11/10/03

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:

EXECUTIVE Bob Drewel
EXEC. DIR. Susan Neely
DIRECTOR/ELECTED Pam L. Daniels
DEPARTMENT Clerk's Office
DIV. MGR. _____
DIVISION _____
ORIGINATOR Debbi Mock
DATE 11/10/03 EXT. 3665

TO: COUNCIL CHAIRPERSON:

SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

____ Approve ____ No Recommendation
____ Further Processing
____ Requested By _____

____ Executive Office Signature
____ CEO Staff Review ____ / /
____ Received at Council Office ____ / /

DOCUMENT TYPE:

____ BUDGET ACTION: _____ GRANT APPLICATION
____ Emergency Appropriation _____ ORDINANCE
____ Supplemental Appropriation _____ Amendment to Ord. # _____
____ Budget Transfer _____ PLAN
X CONTRACT: _____ OTHER
____ X New
____ Amendment

DOCUMENT / AGENDA TITLE:

Jury+ Jury Management System Software Maintenance Agreement

APPROVAL AUTHORITY:

EXECUTIVE X COUNCIL _____
CITE BASIS SCC 3.04.180

HANDLING: NORMAL ____ EXPEDITE X URGENT ____ DEADLINE DATE _____

PURPOSE:

Annual maintenance agreement for jury management software.

BACKGROUND:

Annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. We have utilized JURY+ software since 1990, with an upgrade to the software completed at the beginning of 2003.

The Jury+ system has provided complete services in jury management while ensuring compliance with state law. The software support and maintenance includes on-line support as well as any enhancements written for the software. The system continues to meet or exceed all national and state jury system performance standards and requirements. Jury Systems Inc. has continually responded in a timely and efficient manner with their service.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
0025372354801	\$10,982		
0025372354101	500		
0025372354920	1,136		
TOTAL	\$12,618		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	1ST 6 YRS
TOTAL	0		

DEPARTMENT FISCAL IMPACT NOTES:
 Funding available within current 2003 budget.

BUDGET REVIEW: Analyst _____ Administrator _____ Recommend Approval _____

CONTRACT INFORMATION:

ORIGINAL	<input checked="" type="checkbox"/>	CONTRACT # _____	AMOUNT	\$12,618
AMENDMENT	<input type="checkbox"/>	CONTRACT # _____	AMOUNT	\$

CONTRACT PERIOD:

ORIGINAL	Start	12/1/03	End	11/30/04
AMENDMENT	Start	_____	End	_____

CONTRACT / PROJECT TITLE:

Jury+ Next Generation Software Maintenance Agreement

CONTRACTOR NAME & ADDRESS (City/State only):

**Jury Systems Incorporated
 Encino, CA**

APPROVED:

RISK MANAGEMENT Yes _____ No _____

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

NON-ELECTRONIC ATTACHMENTS:

JSI Maintenance Agreement (2)
 BVA as of 11/04/03

Invoice

Invoice #: 00002434

Federal Tax ID: 95-4617347



JURY SYSTEMS
INCORPORATED

Bill To:

Ms. Debbie Mock

Snohomish County
3000 Rockefeller Avenue
Mailstop 605
Everett, WA 98201

Date: 10/19/04

Page: 1

Terms: Net 43

Your Order #:

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/04-11/30/05)		
Premium Plan	\$9,618.00	
+3 Plan (1 load per year)	\$3,000.00	

Sub Total \$12,618.00

This Invoice is due and payable per the terms stated above. Please make checks payable to: **Jury Systems Incorporated**. Send your payment, marked "Attention Accounts Receivable", to the address shown below. Thank you.

Sub Total:	\$12,618.00
Shipping:	\$0.00
Sales Tax:	\$0.00
TOTAL DUE	\$12,618.00