

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, 2007 through November 30, 2008 are as follows:

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

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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.

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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.

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**5. +4 JURY+ Maintenance**

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

**6. Other Systems Maintenance**

If any Program malfunction is determined under Paragraph 1(a) to have been caused by machine malfunction, by an enhancement to the Programs not provided by JSI, by the use of incorrect data, by the use of incorrect procedures by Customer's personnel, or by any other cause not attributable to JSI, (e.g., JSI's programming, or incorrect instructions from JSI personnel or documentation provided by JSI) corrective action shall be treated as Other Systems Maintenance and shall not be covered by this Agreement. The Customer may elect to purchase from JSI 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, 2007 the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2007 through November 30, 2008.

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**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

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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 its policy as Additional Insured. Approval of insurance is a condition precedent to approval of this contract by Risk Management.

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- f) Upon written request, the County reserves the right to receive copies of any insurance policy.

**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

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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 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.

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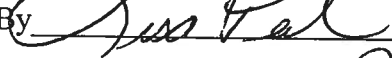
IN WITNESS WHEREOF, JSI's and the Customer's authorized representatives execute this Agreement as follows:

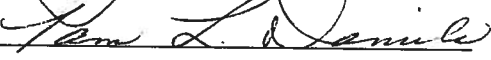
JSI


Customer

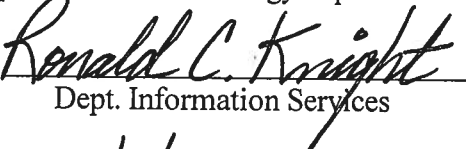
Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

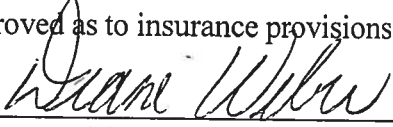
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By   
Name Printed Lisa Perl  
Title Controller  
Date 11-27-07

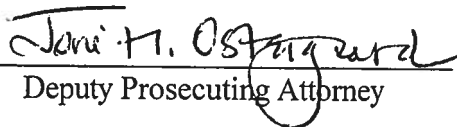
By   
Name Printed Pam L. DANIELS  
Title COUNTY CLERK  
Date 11/28/07

By   
Name Printed \_\_\_\_\_  
Title DEANNA DAWSON  
Executive Director  
Date 12-8-07

Approved as to technology requirements:  
By   
Dept. Information Services  
Date 11/7/07

Approved as to insurance provisions:  
By   
Risk Management  
Date 11-13-07

Approved as to form only:

By   
Deputy Prosecuting Attorney  
Date November 6, 2007

COUNCIL USE ONLY	
Approved:	<u>123.07</u>
Docfile:	<u>D-2</u>



Info. Secs -  
Pat Scattaregia

## FOR YOUR INFORMATION

The following action was taken by the  
Snohomish County Council on 1-14-08:

RE: Document No. D-6 (attached):

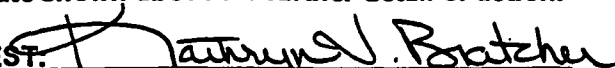
☒ APPROVED ☐ DENIED

☐ FINALIZED ☐ RECEIVED

☐ REFERRED OR REMANDED TO:

**Please refer to Council Official Proceedings of  
the date shown above for further detail of action.**

ATTEST.



Kathryn J. Bratcher, Clerk of the Council

SNOHOMISH COUNTY COUNCIL  
SNOHOMISH COUNTY, WASHINGTON

MOTION NO. 08-036

APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH  
JURY SYSTEMS, INC. FOR JURY + SOLUTION SUITE WEB AND IMAGING SOFTWARE  
UPGRADE

WHEREAS, Snohomish County contracted with Jury Systems Incorporated (JSI) to install, integrate, and implement a jury management system that has been in operation over the past seventeen years approximately; and

WHEREAS, during this time, JSI has added new functionality to their jury management system. As a result, the Clerk's Office has also periodically upgraded their existing system, currently known as "Jury + Next Generation"; and

WHEREAS, in order for the Clerk's Office to continue to maintain technological advances in the current jury management system to further streamline court processes, it's now recommended that the County procure from JSI their latest JURY+ Solution Suite which incorporates OCR data extraction, imaging and electronic document storage, automated data entry and citizen user access via the Internet to facilitate the processing of juror candidates; and

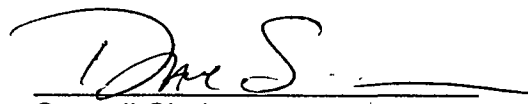
WHEREAS, the JURY+ Solution Suite is an enhancement to the existing jury management system, rather than a replacement. The Clerk's office wishes to take advantage of the enhancements and purchase JURY+ Solutions Suite Web and Imaging Software; and

WHEREAS, once installed the new Jury + Solution Suite web and imaging software will streamline the current process and allow the public to electronically access and complete jury summons questionnaires via the web; and

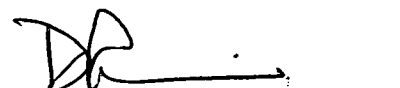
NOW, THEREFORE ON MOTION, the County Council approves and authorizes the County Executive to execute a Professional Services Contract with Jury Systems, Inc. for the Jury+ Solution Suite Web and Imaging Software Upgrade acquisition and implementation at a cost not to exceed \$68,769.00 plus the applicable Washington State sales (Use) tax.

PASSED this 14<sup>th</sup> day of January, 2008.

SNOHOMISH COUNTY COUNCIL  
Snohomish County, Washington

  
\_\_\_\_\_  
Council Chair

ATTEST:

  
\_\_\_\_\_  
Asst. Clerk of the Council

LOG NUMBERS

BGT.

12/14/07 CEO 20040762 DEC 17 2007

**EXECUTIVE/COUNCIL APPROVAL FORM (Revised 9/02)****MANAGEMENT ROUTING:**

EXECUTIVE Aaron Reardon  
 DEPUTY/EXEC. DIR. Mark Soine  
 DIRECTOR/ELECTED Larry Calter *JC*  
 DEPARTMENT Information Service  
 DIV. MGR. Ron Knight *KEY*  
 DIVISION Applications  
 ORIGINATOR Pat Scattaregia  
 DATE 12/12/07 EXT. 3103

**TO: COUNCIL CHAIRPERSON:****SNOHOMISH COUNTY COUNCIL****EXECUTIVE RECOMMENDATION:**☒ Approve ☐ No Recommendation☐ Further Processing☐ Requested By**MARK SOINE****Deputy Executive**12/19/07Executive Office Signature CepCEO Staff Review 12/18/07Received at Council Office DH 4.0612/20/07**DOCUMENT TYPE:**☐ BUDGET ACTION:

☐ Emergency Appropriation  
☐ Supplemental Appropriation  
☐ Budget Transfer

☒ CONTRACT:

☒ New  
☐ Amendment

☐ GRANT APPLICATION☐ ORDINANCE☐ Amendment to Ord. # \_\_\_\_\_☐ PLAN☐ OTHER**DOCUMENT / AGENDA TITLE:**

Professional Services Contract for the Jury + Solution Suite Web and Imaging Upgrade

**APPROVAL AUTHORITY:**

EXECUTIVE \_\_\_\_\_

COUNCIL \_\_\_\_\_

☒CITE BASIS 3.04.140(7) & 3.04.180**HANDLING:**NORMAL ☒EXPEDITE ☐URGENT ☐

DEADLINE DATE \_\_\_\_\_

**PURPOSE:**

The purpose of this ECAF is approve a professional services contract with Jury Systems Inc (JSI) to procure new software upgrades to the existing jury management system. The new Jury + Solution Suite web and imaging software will allow the public to access and complete online jury summons questionnaires.

**BACKGROUND:**

Snohomish County contracted with Jury Systems Incorporated (JSI) to install, integrate, and implement a jury management system that has been in operation over the past seventeen years approximately. During this time, JSI has added new functionality to their jury management system. As a result, the Clerk's Office has also periodically upgraded their existing system, currently known as Jury + Next Generation.

In order for the Clerk's Office to continue to maintain technological advances in the current jury management system to further streamline court processes, it's now recommended that the County procure from JSI their latest JURY+ Solution Suite which incorporates OCR data extraction, imaging and electronic document storage, automated data entry and citizen user access via the Internet to facilitate the processing of juror candidates. The JURY+ Solution Suite is an enhancement to the existing jury management system, rather than a replacement. The Clerk's office wishes to take advantage of the enhancements and purchase JURY+ Solutions Suite Web and Imaging software. This upgrade is scheduled for completion within 120 calendar days from the notice to proceed.

**FISCAL IMPLICATIONS:**

<b>EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU</b>		<b>CURRENT YR</b>	<b>2ND YR</b>	<b>1ST 6 YRS</b>
315-5144264901		\$74,183.48		\$74,183.48
505-5148804801			\$11,744	\$62,351
	<b>TOTAL</b>	<b>\$74,183.48</b>	<b>\$11,744</b>	<b>\$136,534.48</b>

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

## DEPARTMENT FISCAL IMPACT NOTES:

Funds for this project are currently budgeted in Fiscal Year 2008. See attached ECAF Fiscal Implications Worksheet.

**Roger Neumaier, Finance Director**

BUDGET REVIEW: Analyst                      Administrator                      Recommend Approval                     

### CONTRACT INFORMATION:

ORIGINAL	<u>X</u>	CONTRACT #	AMOUNT	<b>\$74,183.48</b>
AMENDMENT		CONTRACT #	AMOUNT	\$

**CONTRACT PERIOD:**

ORIGINAL	Start	<u>01/15/08</u>	End	<u>05/14/08</u>
AMENDMENT	Start		End	

CONTRACT / PROJECT TITLE:

## Professional Services Contract for the Jury + Solution Suite Web and Imaging Upgrade

CONTRACTOR NAME & ADDRESS (City/State only):

**Jury Systems, Inc., 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)

G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_ECAF Final; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_ECAF Fiscal Implications Worksheet Final; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Motion Final; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Contract Final; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Cascade District Court Summons; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Everett District Court Summons; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Evergreen District Court Summons; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_South District Court Summons; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Superior Court Summons Blue; G:\ECAFI\Info Serv\Jury Plus Web & Imaging Upgrade\_Superior Court Summons Pink;

G:\ECAFI Council\20040762 - ECAF.doc

# NON-ELECTRONIC ATTACHMENTS:

Same as above

"	"	"	- Motion.doc
"	"	"	- Worksheet.xls
"	"	"	- Contract.doc
"	"	"	- Cascade Summons.Pd
"	"	"	- Everett Summons.Pd
"	"	"	- Evergreen Summons.Pd
"	"	"	- South DC Summons.Pd
"	"	"	- Blue Superior Summons.Pd
"	"	"	- Pink Superior Summons.Pd

**Master Professional Services Contract  
for  
Jury + Solution Suite  
Web and Imaging Upgrade**

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CONSULTANT: Jury Systems, Inc.  
WA. STATE UBI#/FED TAX ID #: (601-782 477 / 95-4617347)  
CONTACT PERSON: Mary O'Donnell  
ADDRESS: 157 Ventura Blvd.  
Suite A-16 Encino, CA  
91436  
TELEPHONE/FAX NUMBER: (805)227-7102/(818)461-  
3179  
COUNTY DEPT: Clerk  
DEPT. CONTACT PERSON: Anne Trice  
TELEPHONE/FAX NUMBER: (425)388-3396/425)388-3296  
PROJECT: Jury+ Next Generation  
Upgrade to add  
Jury+ Solutions Suite Web  
and Imaging  
AMOUNT: NTE \$68,769.00 + Sales Tax  
FUND SOURCE: Clerks' Fund  
CONTRACT DURATION: 120 Calendar Days from  
date of Contract Execution  
for Software Installation;  
one year after acceptance  
for maintenance and  
support

MASTER PROFESSIONAL SERVICES CONTRACT FOR  
JURY+ SOLUTIONS SUITE WEB AND IMAGING UPGRADE

THIS AGREEMENT between SNOHOMISH COUNTY (the County) and  
Jury Systems, Inc., a California based company, incorporated  
under the laws of the State of California, and licensed to  
conduct business in Washington State (the Contractor),  
WITNESSETH, that the parties agree as follows:



1. Scope of Service to be Performed by Contractor. The purpose of this contract and scope of services are as defined in Exhibit A attached hereto and incorporated herein.

2. Time of Performance. The Contractor is to commence the implementation work immediately upon notice to proceed from the County Clerks Office, and complete the work no later than one hundred and twenty (120) calendar days from contract execution.

The Contractor shall provide ongoing maintenance and support for the newly installed software modules as described in Exhibit A upon final system acceptance by the County and continue for a one year period. The Contractor's maintenance and support terms and conditions for the newly installed and accepted software shall be in accordance with the existing Premium Jury+ Maintenance plan and agreement.

3. Compensation

a. The County will pay the Contractor for services provided hereunder as set out in Exhibit A Payment Schedule attached.

b. The Contractor shall submit properly executed invoice(s), monthly in arrears, indicating charges made in accordance with the attached payment schedule, supported by detailed statements if requested.

c. The Contractor shall be paid based upon accepted deliverables. Total charges on this project shall not exceed \$68,769.00 one time charge, which includes maintenance and support services for one year following the date of final

system acceptance by the County, but not applicable Washington State sales tax. County will pay the applicable use tax.

d. The County will pay on a Net 30 (thirty) Day basis from receipt of invoice and acceptance of deliverables.

4. Direction and Control. Contractor agrees that Contractor will perform the services under this agreement as an independent contractor and not as an agent, employee, or servant of the county. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this agreement. County shall only have the right to insure performance.

5. Licensing. Contractor, Jury Systems Inc., grants to the County, pursuant to the terms and conditions of this Master Agreement, a perpetual, nonexclusive, nontransferable license to use the Software.

a. Authorized License. The County shall use the Software listed in Exhibit A.

b. Restrictions on Use. The County agrees to use the Software only for its own business.

c. Copies. County, solely to enable it to use the Software, may make one archival copy of the Software's computer program, provided that the copy shall include

Licensor's copyright and any other proprietary notices. The Software delivered by Licensor to Customer and the archival copy shall be stored at the County's site. Any copy of the Software made by Customer is the exclusive property of Licensor.

d. Modifications, Reverse Engineering. Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software at the source code level. The County shall not disassemble, decompile or reverse engineer the Software's computer program.

6. Content Ownership. The County shall own all right, title and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property Rights relating thereto, (i) with respect to Content captured via optical scanners at the venue, beginning at the time such Content is so captured and prior to the time it is transmitted to the computer at the venue and (ii) with respect to all other Content, including information entered through the Internet to the application database as well as all related usage data such as information scanned from optical forms completed by jurors, information entered on web forms jurors complete on the internet, supplemental information such as a doctor's note for juror excuses, and usage data from internet server logs for accessing web pages, beginning no later than the time such Content is transmitted or otherwise provided to the Contractor pursuant to this Agreement. To the extent that any such Content is protectable by copyright, such Content

shall be deemed to be "works made for hire" under the copyright laws of the United States.

7. Changes. No other changes or additions shall be made in this contract 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.

8. County Review/Approval. Upon submittal of any report or other information required by the scope of services to be performed, the County may, following review by the County, accept such work or reject it, or request such modification or additions as it deems appropriate. Payment for such work will not be made until the work is accepted by the County.

9. Access to Books/Records. The County may, at reasonable times, inspect the books and records of the Contractor relating to performance of this agreement. The Contractor shall keep all records required by this contract for seven years after termination of this contract for audit purposes.

10. Hold Harmless. The Contractor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of any party, including any of its employees, arising out of the performance of this contract, except that caused by negligence and/or willful misconduct solely of Snohomish County and its employees acting within the scope of their employment. The Contractor shall hold harmless from and indemnify Snohomish County against all claims, losses, suits,

actions, costs, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this contract or any act, error or omission of the Contractor, Contractor's employees, agents or subcontractors, whether by negligence or otherwise.

The Contractor's obligation shall include, but not be limited to investigating, adjusting, and defending all claims alleging loss from action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractor's employees, agents, or subcontractors.

#### 11. Insurance Requirements.

The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

No Limitation. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

#### A. Minimum Scope of Insurance and Limits:

Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent coverage. The County shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the County.
2. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
3. Professional Technology Liability insurance appropriate to the Contractor's profession with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall have a retroactive date prior to or coincident with the date of the Agreement. The Contractor shall maintain coverage for the duration of the Agreement and for three years following termination of the Agreement.

B. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions for Professional Technology Liability and Commercial General Liability insurance:

1. Snohomish County, its officers, elected officials, agents and employees shall be named as an additional insured on Commercial General Liability policy.
2. Insurance placed with insurers with a current A.M. Best rating of not less than A:VII.
3. The Contractor's insurance coverage shall be primary insurance with respect to the County. Any insurance or self-insurance coverage maintained by the County shall be excess of the Contractor's insurance and shall not contribute with it.
4. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

C. Verification of Coverage:

Contractor shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

12. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, rules, and regulations in performing this contract.

13. Termination.

a. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) days of receipt of written notice to do so by the County, the County may terminate this contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County prior to termination, in accord with the schedule contained in paragraph 3 and Exhibit A, provided that the County shall not be liable to pay for any outstanding services if a contractor breach results in any consequential damages to the County.

b. The County may terminate this contract upon five (5) days written notice to the Contractor for any reason other than stated in subparagraph a. above, in which case the County shall pay the Contractor for all services rendered by the Contractor, prior to receipt of the five (5) day notice, in performing the contract in accord with the schedule contained in paragraph 3 and Exhibit A.

c. If this contract extends beyond the current County fiscal year, the obligations of the County in subsequent fiscal years are contingent upon legislative appropriation for the specific purpose of funding this contract. If funds are not so appropriated, the County may terminate this contract immediately without penalty or further obligation.

d. Termination shall not affect the rights of the County under any other paragraph herein.

14. Nonassignment. The Contractor shall not sublet or assign any of the rights, duties, or obligations covered by



this Agreement without the prior express written consent of Snohomish County.

15. Conflicts Between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

16. Contractor Confidentiality. The Contractor acknowledges that it may be provided access to confidential data of the County that is not subject to public disclosure pursuant to Washington State RCW Chapter 42.56. The Contractor shall use its best efforts: (1) not to, at any time, disclose or disseminate confidential data embodied in the data to any other person, firm, organization, or employee who does not need to obtain access thereto consistent with the Contractor obligations under this agreement; (2) not to disclose or disseminate such confidential data to any third party not affiliated with this contract; and (3) to ensure that all persons working for the Contractor protect the County's confidential data against unauthorized use, dissemination, or disclosure. The Contractor's obligations under this section shall not apply to any information that is or becomes available without restriction to the general public by acts attributable to the County or its employees.

17. Entire Agreement and Order of Precedence. This agreement and its referenced exhibits and related documents represent the entire Agreement between the parties and supersede any prior agreements, oral statements, discussions, or understanding between the parties. In the event of any

inconsistency in the agreement, the inconsistency shall be resolved by giving precedence in the following order:

- This Master Agreement for Jury+ Solution Suite Web and Imaging Upgrade
- Exhibit A--Contractor Scope of Work
- Exhibit A Appendices 1 through 6--Summons Forms
- Existing Premium Jury+ Maintenance plan and agreement

18. Public Disclosure Requests. In the event that the County receives a request to disclose the Contractor's proprietary software and/or software documentation pursuant to Chapter 42.56 Revised Code of Washington (the Public Records Act), the County's sole obligations shall be to: 1) notify the Contractor within five (5) business days and 2) refrain from disclosing such records for a period of up to ten business days to provide the Contractor an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. The County will not withhold requested records beyond the ten business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act. The County may but shall not be required to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that the Contractor initiates legal proceedings, or the County initiates legal proceedings or withholds requested records at the Contractor's request, the Contractor shall indemnify and hold the County harmless against all loss, cost, and expense, including reasonable attorney's fees, relating to the proceedings and/or withholding of the records. The County shall not be liable to the Contractor for any loss, cost or

expense relating to disclosure of requested records if the Contractor fails to obtain legal protection against disclosure and the County releases the records in good faith.

19. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington and any lawsuit regarding this contract must be brought in Snohomish County Superior Court, Everett, Washington.

20. Force Majeure. Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

21. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

22. Source Code Escrow. CONTRACTOR agrees to place current copies of its source code, including all relevant commentary, explanations and other documentation, as well as instructions to compile the source code, plus all revisions to the software source code encompassing all corrections,


changes, modifications and enhancements made to the software by CONTRACTOR (the "Escrowed Material") into an escrow account with an escrow agent, subject to the terms of a software escrow Agreement. The Contractor's software source code escrow Agreement must be submitted to the County within ninety (90) calendar days from contract execution and must first be approved by the COUNTY to become affective. Once approved and fully executed, the source code escrow agreement will be included in this contract by reference as Exhibit B. CONTRACTOR will update these copies within forty-five (45) calendar days of each major product release and all product fixes installed in the COUNTY software. CONTRACTOR will provide the Escrowed Material as required herein prior to the final acceptance date.

Instances of Default: The COUNTY may access the Escrowed Material upon the occurrence of any one of the following instances of default:

- a) CONTRACTOR defaults on any of the terms of its contract with the COUNTY;
- b) CONTRACTOR ceases its ongoing business operations;
- c) CONTRACTOR stops maintenance support of the software module in question;
- d) CONTRACTOR fails to perform the contract in a timely fashion;
- e) CONTRACTOR suffers any act of insolvency; or
- f) CONTRACTOR fails to maintain technical staff capable of supporting or modifying the software system.


Executed this 17<sup>th</sup> day of Jan., 2007<sup>8</sup>

SNOHOMISH COUNTY:

  
County Executive 1/17/08  
Date

**MARK SOINE**  
**Deputy Executive**

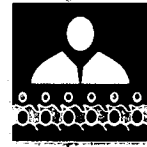
CONTRACTOR:

  
PRESIDENT 12/10/07  
(Name/Title) Date

Approved as to form only:

  
Deputy Prosecuting Attorney 12/6/07  
Date

COUNCIL USE ONLY	
Approved:	<u>1-14-08</u>
Docfile:	<u>D-6</u>



**JURY SYSTEMS**  
INCORPORATED

## **Exhibit A**

**Jury Systems Incorporated  
Statement of Work for:  
Snohomish County, Washington**

10/31/2007

## **1.0 Introduction**

Snohomish County Washington (County) contracted with Jury Systems Incorporated (JSI) to install, integrate and implement a jury management system in the past. JSI has added functionality to that jury management system over the years, and the system (called JURY+ Next Generation) has been periodically upgraded. In keeping with advances in communication technology, and data entry, processing and storage technology, JSI has added JURY+ *Solution Suite* which incorporates OCR data extraction, imaging and electronic document storage, automated data entry and citizen user access via the Internet to facilitate the processing of juror candidates. The JURY+ *Solution Suite* is an enhancement of the existing jury management system, rather than a replacement. Snohomish County wishes to take advantage of these enhancements and add the functionality. The products selected for this implementation are the **JURY+ Solutions Suite (Web and Imaging)**.

## **2.0 Key Assumptions**

1. Installation and implementation of the JURY+ Imaging and JURY+ Web applications will not adversely impact or interrupt existing jury management schedules, processes and business requirements of the Courts or the Clerk's Office.
2. Jury Systems Incorporated has the resources to manage system installation, perform conversion and training, and provide all of the services necessary for this enhancement.
3. *A formal "design phase" of the project will not be required. The JSI products will be used "as is" and County specific requirements will be handled through configuration and installation of the base products. If customization is identified by the County, it will be evaluated and prioritized. If requested, JSI will document the nature of the change and provide a cost estimate for consideration and approval by the County.*
4. *A Project Implementation Schedule is developed with a firm start date. Both sides recognize the schedule may need to be adjusted due to unintended schedule conflicts or difficulty in completing the modifications to the summons forms. The project task list, the task assignments and projected relative completion dates for tasks are listed on the schedule inserted below.*
5. *Forms development is a key factor in the project timeline. Form design and development are the client's responsibility, although the forms design and testing activities are done in close consultation with the Jury Systems Incorporated project team. The configuration and management of OCR document templates and document classifications (managing multiple forms) within JURY+ Imaging cannot begin until the final versions of the summons forms are completed. Web pages will generally mirror the Juror Summons document. Snohomish County employs a 1-step summons form unique to Superior Court and also to each of the 4 District Courts. While there are similarities in the data capture requirements, the forms design must also incorporate the technical requirements and specifications for Imaging. The six summons forms must be completed and tested successfully 30-45 days prior to the final Imaging configurations, training and initial acceptance tests. The six forms must be completed at least 60 days prior to the first scheduled issuance of the new summons form to the public in production processing.*

### 3.0 Contractor responsibilities

#### 1. Project Initiation & Controls

Upon receipt of the Purchase Order, the JSI Project Manager will contact the County Project Managers (DIS and the Clerk's Office) to schedule a 90 minute (approximate time) project kick-off meeting. At this meeting, the Project Managers will review:

- Scheduling tasks and resources
- The venue and frequency of status meetings and reports
- Hardware requirements, network environment (see topology diagram below) and Citrix remote access
- Forms development status.
- Discuss or set preliminary project scheduling goals and objectives
- Set business integration meetings and working business review sessions with the jury management staff in the Clerk's Office and the Courts as needed.

2. The JSI Project Manager and the County Project Managers will work closely together to manage all aspects of this project. Each will manage the communication and assigned tasks of their respective teams.

#### 2. Installation

1. JSI will send installation CDs to the County for each of the applications.
2. JSI, using an approved method of remote access into the County network, will install and configure the Jury+ Imaging Solution, and Jury+ Web Solution applications on the County servers. VPN access via Cisco, Nortel or other secure software used by Snohomish County is a preferred method of remote access. For Snohomish County specifically, an on-site installation may be possible.
3. JSI will verify the installation was successful. JSI will document the installation and review with the County staff.
4. JSI will provide scripts for the database installations and assist the County staff's installation. JSI will verify the installation was successful. Database implementation is currently certified at Oracle level 9.2 and MS SQL Server 2005. Snohomish County is a SQL Server environment currently operating with SQL 2000 with plans to move to SQL 2005 on their own schedule. The implementation of JURY+ Imaging and JURY+ Web do not require any changes to the existing JURY+ database or the database server. There will be 4 small databases installed with this project to support the Imaging/Web applications. These databases are quite small and nearly static in size and do not



require separate data management.

5. The existing workstations will require registration of 2 new .DLL files in order for the staff to access the Image Archive. JSI will provide instructions and assistance to the County for any necessary changes to the client workstation configurations. It is anticipated that no major changes will be made to the existing JURY+ users workstations other than the new .DLL files.
6. The implementation of JURY+ Imaging will likely require a new workstation or an upgrade to an existing jury workstation to be identified as the scanning workstation attached to the document scanner. JSI will install workstation DLLs on the Imaging Server and the Scanning Workstation. JSI will verify the installation was successful. JSI will document the installation on the scanning workstation and review with the County DIS staff the hardware and potential support requirements for the scanning workstation.
7. The Scanning Workstation will be installed and the OCR and related software installed and configured by JSI. JSI will verify that the installation was successful. JSI will document the installation and review with the County staff. This installation work may be done remotely or on-site as is feasible. The proximity of Snohomish County to the WA office of JSI lends itself to scheduling an on-site installation and configuration of the scanning workstation.

### 3. Forms Development

1. JSI will advise the County in creating six (6) scan ready (summons) forms that will be used by JURY+ *Imaging*.
2. JSI advise the chosen local forms designer/vendor or the County representative assigned to revising the summons form to ensure the forms provide the desired format and functionality for the OCR process and Imaging application software. The form revisions also must include proper text changes to clearly identify the Web access options for jurors. Each of the 5 participating courts has their own summons form that is currently managed and issued through the Clerk's Office Court Operations/Jury Management Division. The additions and modifications needed to accommodate the Imaging data processes will apply the same formatting and "drop out" ink techniques to all 6 forms (four forms are for the four District Court divisions, two forms are for Superior Court).
3. Once the new (final) summons forms are ready, JSI will complete the configuration and management of OCR document templates and document classifications (managing multiple forms) within JURY+ *Imaging*.
4. JSI will complete the Web on-line screen development and have a test web site ready for training and the test processes.

#### 4. Integration Services

1. JSI will work with the Clerk's Office jury management staff to integrate the JSI products into the County's jury business process. This integration and business review process is usually completed in 1 or 2 meetings of 2-3 hours total time either by phone conference or on-site meetings. This is to accommodate the unique business practices from court to court by developing new processes that will be required by the use of this system (for example, reviewing scanned forms for correct OCR interpretation of handwritten entries).
2. JSI will provide status reports requested by the County. Status meetings are usually scheduled weekly or as needed during the course of the project.
3. Given the location of Snohomish County to JSI's WA office, the Integration meeting(s) may be scheduled on-site.

#### 5. Prepare Test Environment

1. JSI will work with the County project managers and implementation team in setting up the test environment by obtaining a copy of the existing JURY+ database and installing the copy into the existing training/test database environment. The exchange of information collected by JSI during the integration phase is then added into the test environment to create a production-like environment for testing and training on the Web/Imaging applications. The summons forms tests, web/imaging business processes and procedure development, system technical run through, template development and application training will be completed in the test environment. Acceptance Testing will be completed in the test environment initially and then final Acceptance will be done through production processing when the court(s) cut over to live summons processing and live web connectivity.
2. JSI will help the County prepare the test scenarios that are representative of the Court's business process.

#### 6. Training

1. JSI will conduct training of the JSI products at the client site using facilities provided by the County.
2. JSI will conduct training using the Test database environment. Training for the Clerk's Office staff must be completed on the scanning workstation and in the Court Operations office. Other court staff do not require specified training on the Web/Imaging applications. However, it is suggested that other court staff be given an orientation to the new product features and functionality in

small groups or in a training room if available. It is not necessary for general court staff to have hands-on training in the new applications.

3. JSI will customize the training sessions based on the needs of the local staff. If certain staff members are to be instructed in job specific activities (and not the entire spectrum of end-user functions) that specialized instruction will be designed. It is strongly recommended that core management or supervisory staff participate in all training sessions in order to be familiar with all the features and functionality of the application. They can observe the strengths and weaknesses of their staff as training progresses. The trainer will work closely with the management group to insure successful training completion at all levels.

7. Implementation Testing and Acceptance Testing

1. JSI will test and confirm the initial software loads and hardware configurations are correct and functional. While Snohomish County will test features and processes within the software, JSI will support the County's testing effort by providing on call support to any issues or questions through its support hotline (available 24x7 365 days a year).
2. JSI will resolve issues in a timely manner.

8. Production Implementation

1. A live production date will be agreed upon by the County and JSI Project Managers. The live cutover to the new applications will not be scheduled until all training and Acceptance Test activities are completed. JSI will remove all test data from the image archive and ready the production system to go live.
2. JSI provides 24/7 on call support 365 days a year.

#### 4.0 County responsibilities

##### 1. Project Initiation & Controls

The JSI Project Manager and the County Project Manager will work closely together to manage all aspects of this project. Each will manage the communication and assigned tasks of their respective teams.

##### 2. Installation

The County will provide and install two servers and connectivity within the local network for the scanning workstation (if newly added to the network) and the document scanner.

##### **Imaging Server Specifications:**

Processors: Dual Xeon 2.4 GHz

RAM: 2GB recommended (Singularity 1GB)

Storage: RAID 1 or RAID 5 (for archive RAID 1 (18.2GB) for the OS and RAID 5 (300 GB available minimum) for the file system)

OS: Windows 2000 Server or better

Connection: 100 mega bits, Ethernet, CAT 5 minimum

##### **Web Server Specifications:**

Processors: Dual Xeon 2.4 GHz

RAM: 1GB Minimum

Operation System Storage: RAID 1 (18.1GB available minimum)

File System Storage: RAID 5 (300 GB available minimum)

OS: Windows 2000 Server or better

Connection: 100 mega bits, Ethernet, CAT 5 minimum

##### **Scanning Workstation:**

Pentium 4 or AMD Athlon, 2GHz or better

1GB RAM (minimum)

60 GB hard drive (minimum)

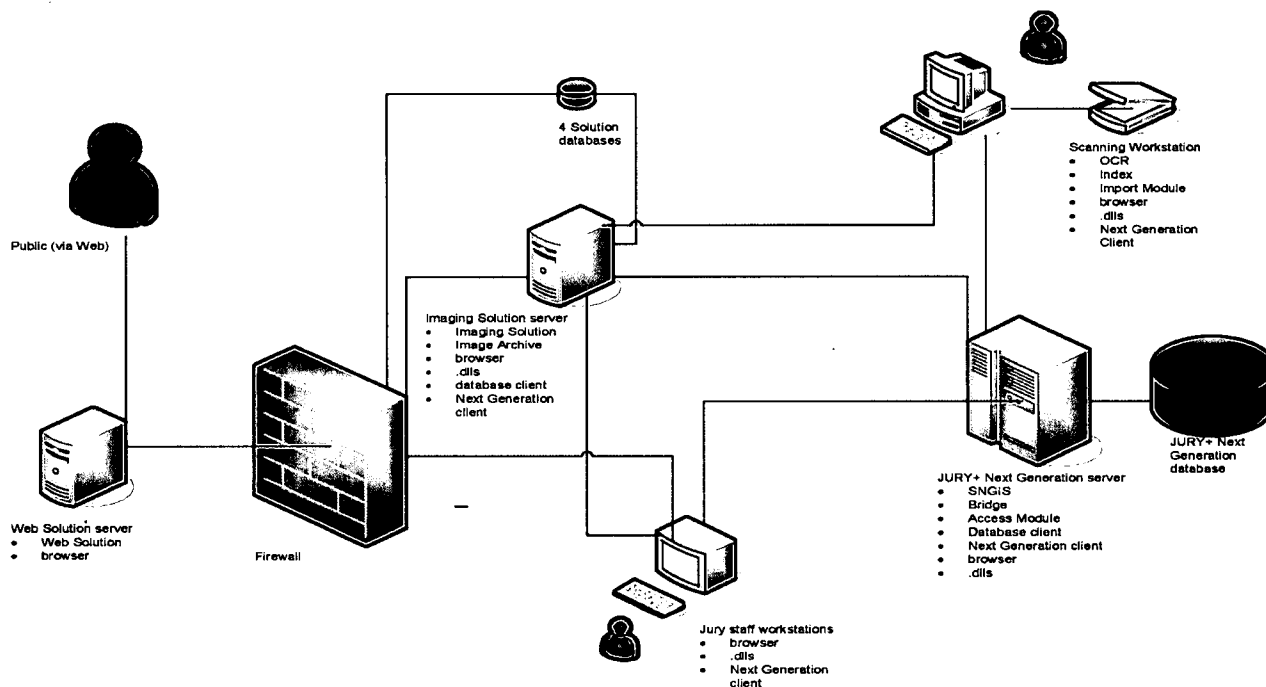
mid-range or better video card

Windows XP or 2000

at least 1 USB port

SCSI card or second USB (USB 2 minimum) for Scanner  
network connectivity

recommended: 17-21 inch LCD flat panel monitor



2. The County will provide remote access (as described in Item 2. re: Installation) for JSI to install and support the Web/Imaging applications, the server installations and OCR scanning workstation.
3. The County will continue daily backups of the Next Generation Data and create backup capability for the Image Server/Archive. JSI will assist and consult on developing backup protocols, if requested by the County. Usually, client data backups follow the established County standards. If information is needed from JSI to ensure proper backups, there will be no charge for the assistance provided.

### 3. Forms Development

1. The County, through their own print shop and the staff in the Clerk's office or through a third party vendor of their choosing (if needed) will create the six (6) scan ready summons/questionnaire forms for the 5 court locations (Superior Court has two forms). JSI will provide technical specification to the responsible person or print vendor and give input as needed. Examples of the forms can be found in Appendix 1.Exhibit A, Appendix 2.Exhibit A, Appendix 3.Exhibit A, Appendix 4.Exhibit A, Appendix 5.Exhibit A, and Appendix 6.Exhibit A of this document.
2. The jury management staff in the Clerk's Office will identify other documents that will be scanned through imaging for use and reference as "supplemental" documentation in the juror's record such as Dr. letters on behalf of jurors, employer hardship letters, etc.

### 4. Integration Support

1. The staff in the Clerk's Office will explain the current business process rules and data process preferences in working with JSI to integrate the JSI products into the process.

#### 5. Prepare Test Environment

1. The County (or the print vendor representing the County) will provide final sample summons documents to test the scanning, indexing, verification and data import processing. Both sides recognize the critical path nature of the forms development to the OCR/Imaging process implementation. The forms work is key to the schedule of all major implementation milestones.

#### 6. Training

1. JURY+ *Imaging Solution* scanning and verification training (four days) will take place on the actual production equipment set up in the final office environment because the tasks are specific to that workstation and require specific training for the staff associated with those tasks. If DIS chooses to, they may observe training of the end users and may also schedule a separate technical overview session specific to DIS concerns and interests.

#### 7. Implementation Testing and Acceptance Testing

1. The County will conduct testing to verify the installed system as follows:

##### **Acceptance testing of Web Solutions:**

1. Jurors need to be able to access the web, sign on using their unique ID number, fill out the questionnaire, update any personal information (such as a change of address), and submit the form electronically to jury management.
2. Upon the juror submitting the questionnaire electronically an image must be stored within the Next Generation database that is viewable by authorized jury personnel.
3. Upon the juror submitting the questionnaire electronically the Next Gen database will automatically and accurately be updated in accordance with our defined business rules.
4. If a juror has a special request they will receive a confirmation page that the information was submitted. The special request will go to a workflow to be reviewed by a jury person at which time based on the decision made, the juror will be notified by postcard/notice a response to their request.
5. Business rules need to be defined and working properly (for example: automatic excusal/postponement or routed to the appropriate jury person for review).
6. Upon Group Management being updated in Jury Management the reporting information will automatically transmit to the web page, allowing jurors to access reporting information online. (Sidenote: Group Management is a process within Next Generation that identifies which group numbers are to report to the courthouse for jury duty)

#### **Acceptance testing of Imaging Solutions:**

1. Summons form successfully revised for scanning/data capture capabilities.
2. Image of questionnaire/summons and any attached documentation are stored within Next Gen must be viewable by authorized staff.
3. Information from scanned image is extracted and accurately updates Next Gen in accordance with our defined business rules.
4. Image accurately routed to appropriate jury personnel as defined within our business rules.
5. Once scanned, if image is unreadable, it needs to be automatically routed to defined jury personnel.

2. The test documents, forms, and data files will be used to exercise the test cases identified by JSI and the Clerk's Office staff.

3. As issues are identified by either the County or JSI, they will be documented, prioritized, and resolved.

#### **8. Production Implementation**

1. A live production date will be agreed upon by the County DIS project leader, the Clerk's Office project leader and JSI Project Manager. The systems will enter a period of Operational Acceptance for 30 days. During this time, the County's Project Managers will contact and advise the JSI Project Manager with any production issues that occur. Issues will be documented, prioritized, and resolved. JSI Support is available 24/7 to all JSI clients regardless of implementation status or ongoing installation activities.
2. No live cutover to the new applications will be scheduled until all training and initial Acceptance Test activities are completed and a startup date agreed upon by the project teams at JSI and the County.

#### **5.0 Schedule**

The Snohomish Implementation schedule defines key project milestones. The dates are tentative prior to contracts and the kick-off meeting. A final project schedule with actual start and end dates based on the relative scheduled below will be created during the project initiation.

## 6.0 Appendix

### JSI Contact Information

Jury Systems Project Mgr.:	Sandra L. Willett
Phone:	360.757.1752 or 818.788.5620 ext. 199 or 800.222.6974 ext. 199
Fax:	360.757.8739 or 818.419.3179
Email:	Sandi@jurysystems.com

Jury Systems Client and Data Support Services:	Kato Lin
Phone:	818.461.3164 or 818.788.5620 ext. 101 or 800.222.6974 ext. 101
Fax:	818.419.3179
Email:	Kato@jurysystems.com

Jury Systems Business Solution Spec.:	S. Gene Willett
Phone:	360.757.1752
Fax:	360.757.8739
Email:	Gene@jurysystems.com

## 7.0 Payment Schedule

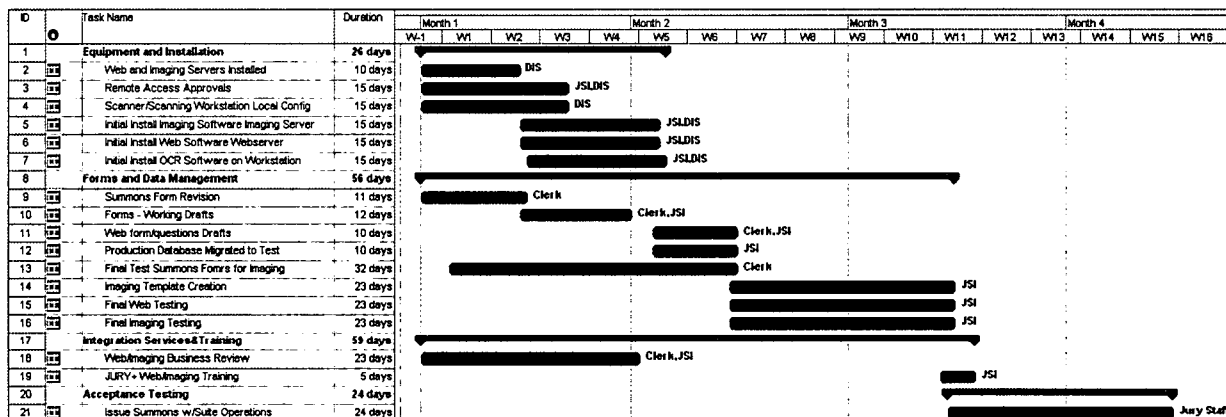
Snohomish County, WA - JURY+ Solution Suite (Imaging & Web)

### Recommended Configuration

Description	Qty	Price	Cost
a. JURY+ Solution Suite	1	\$52,495	\$52,495
b. Services - Implementation	1	\$5,425	\$5,425
c. Suite Discount	1	10%	(\$5,250)
Total License Fees			\$52,670.00
d. First Year Premium Maintenance on JURY+ Imaging Solution	1	20.00%	\$10,499.00
Total Maintenance Fees			\$10,499.00
Grand Total			\$63,169.00
<b>TERMS</b>			
Delivery and Installation of Programs			\$25,267.60
Final System and Acceptance Testing by County (10 Business Days)			\$12,633.80
Final Payment (30 days after final system acceptance by County)			\$25,267.60
Training at client site (four days) Due upon completion			\$4,400.00
Estimated Training Expenses Due upon completion			\$1,200.00
First Year Premium Maintenance on JURY+ Solution Suite Included in Final Payment			\$10,499.00
Grand Total			\$68,769.00



**\*We will prorate the maintenance to coincide with your current renewal schedule**



Summary of Project Tasks	Duration	Responsibility
<b>Equipment and Installation</b>		
Web and Imaging Servers Installed	10 days	DIS
Remote Access Approvals	15 days	JSI, DIS
Scanner/Scanning Workstation Local Config	15 days	DIS
Initial Install Imaging Software Imaging Server	15 days	JSI, DIS
Initial Install Web Software Webserver	15 days	JSI, DIS
Initial Install OCR Software on Workstation	15 days	JSI, DIS
<b>Forms and Data Management</b>		
Summons Forms Revision	11 days	Clerk
Forms - Working Drafts	12 days	Clerk, JSI
Web form/questions Drafts	10 days	Clerk, JSI
Production Database Migrated to Test	10 days	JSI
Final Test Summons Forms for Imaging	32 days	Clerk
Imaging Template Creation	23 days	JSI
Final Web Testing	23 days	JSI
Final Imaging Testing	23 days	JSI
<b>Integration Services and Training</b>		
Web Business Review	23 days	Clerk, JSI
Jury+ Web/Imaging Training	5 days	JSI (Clerk)
<b>Acceptance Testing</b>		
Issue Summons w/Suite Operations	24 days	Clerk

\*DIS=Snohomish County Information Services, JSI=Jury Systems Inc, Clerk=Snohomish County Clerk's Office

**GENERAL INFORMATION**

**ELIGIBILITY FOR JURY SERVICE:** You are eligible for jury service if you:

- A. are eighteen years of age or older
- B. are a citizen of the United States
- C. are a resident of Snohomish County
- D. are able to communicate in the English language
- E. have not been convicted of a felony OR have had your civil rights restored, if convicted of a felony

Please complete the questionnaire and return immediately. Upon receipt of the signed questionnaire that you do not meet the eligibility qualifications, you will be excused from jury service. (RCW 2.36.070 & RCW 2.36.072)

**POLICY REGARDING JURY PANEL SELECTION:** It is the policy of the State of Washington that all persons selected for jury service be selected at random from a fair cross section of the population of your county, and that all qualified citizens have the opportunity to be considered for jury service in this state and have an obligation to serve as jurors when summoned for that purpose. A citizen shall not be excluded from jury service in this state on account of race, color, religion, sex, national origin, or economic status. (RCW 2.36.080)

**LAW REGARDING JUROR EMPLOYMENT RELATIONS:** An employer shall provide an employee with a sufficient leave of absence from employment to serve as a juror. An employer shall not deprive an employee of employment or threaten, coerce, or harass an employee, or deny an employee promotional opportunities because the employee serves as a juror. (RCW 2.36.165)

**ATTIRE:** Maintaining the dignity of the court with proper attire is suggested and appreciated. Extremes of dress are not appropriate; casual attire is permitted.

**COMPENSATION:** Juror compensation is determined by state statute. You will be paid not less than \$10.00 per day, for days you actually serve, and you will be paid for round trip mileage from your residence to the court in which you serve. (RCW 2.36.150)

**EMPLOYER VERIFICATION:** If you need jury service verification for your employer, ask the court clerk or jury coordinator, and it will be provided.

**SECURITY:** Due to the level of security at the courthouse all persons entering the courthouse will go through a metal detector. Please do not bring items with any length of blade to court when you serve on jury duty including scissors, nail clippers, pocket knives etc.

**FIRST DAY OF SERVICE:** Please report on time. You will receive a brief explanation of your responsibilities by the court administrator or jury coordinator. It is recommended that you bring reading material as there may be some waiting periods.

*Thank you for your cooperation and citizenship.*

**SNOHOMISH COUNTY DISTRICT COURT,  
CASCADE DIVISION**

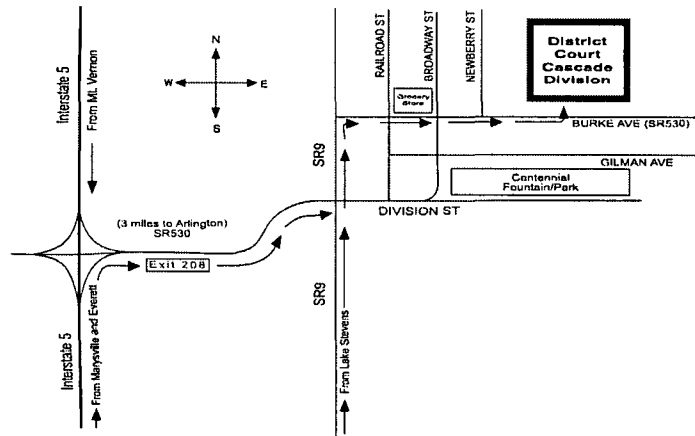
415 East Burke Avenue  
Arlington, WA 98223-1099

Jury Management General Information: .... **425-388-3386**  
Cascade Division Telephone: ..... **360-435-7700**  
Reporting Instructions: ..... **360-435-7790**  
(after 5:00 p.m.)

**DRIVING DIRECTIONS TO COURTHOUSE:**

From I-5 take Exit 208, head east on SR 530 approximately 3 miles to stop light located at the intersection of SR 530 and Highway 9. Turn left onto Highway 9, take the first right (SR 530/Burke Avenue). Go straight for 4 blocks.

**PARKING IS AVAILABLE**



**JUROR  
PARKING  
PERMIT**

Detach and place in the left corner of your car's dashboard.  
This permit issued by the Snohomish County courts  
entitles jurors to park for term of jury service.

**JUROR  
BADGE**

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

*Fold and tear off  
Questionnaire*

**FILL OUT AND DETACH QUESTIONNAIRE  
RETURN THIS PORTION IN THE  
ENVELOPE PROVIDED**

PAM L. DANIELS  
SNOHOMISH COUNTY CLERK  
JURY MANAGEMENT MS 202  
3000 ROCKEFELLER AVE  
EVERETT, WA 98201-4046

**IMPORTANT! JURY SUMMONS - IMMEDIATE RESPONSE REQUIRED**

## SUMMONS

BRING THIS SUMMONS WITH YOU ON  
YOUR FIRST DAY OF SERVICE

You are hereby notified that you have been randomly selected  
to serve as a juror for the Courts of Snohomish County

### REPORTING INSTRUCTIONS

Please read **GENERAL INFORMATION** on the reverse side of this form. If you have any additional questions, please call the Clerk's Office Jury Management at (425) 388-3386 or toll free 1-800-562-4367, Ext. 3386 during regular business hours. See map on reverse side of this summons for directions. If you require accommodations under the Americans with Disabilities Act, please contact us one week prior to your jury term.  
FAX: (425) 388-3296

## JUROR

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

## JUROR PARKING PERMIT

Detach and place in the left corner of your car's dashboard.  
This permit issued by the Snohomish County courts  
entitles jurors to park for term of jury service.

*Fold and tear off  
Questionnaire*

### JUROR QUESTIONNAIRE

Please complete entire questionnaire, detach & return immediately

#### ELIGIBILITY REQUIREMENTS

- Are you a convicted felon? . . . . . ☐ YES ☐ NO  
If yes, have your civil rights been restored? . . . . . ☐ YES ☐ NO
- Are you a U.S. citizen? . . . . . ☐ YES ☐ NO
- Are you 18 years or older? . . . . . ☐ YES ☐ NO
- Are you a resident of Snohomish County? . . . . . ☐ YES ☐ NO
- Are you able to communicate in the English language? . . . . . ☐ YES ☐ NO

Retired? \_\_\_\_\_ Unemployed? \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_

Have you or any member of your immediate family been party to any civil, traffic, or criminal litigation? . . . . . ☐ YES ☐ NO

Have you or any member of your immediate family, relatives, or close acquaintances ever been the victim of a crime? . . . . . ☐ YES ☐ NO

#### TO POSTPONE YOUR SERVICE TO ANOTHER TIME OR TO REQUEST AN EXCUSE FROM JURY SERVICE PLEASE FILL OUT BELOW:

No person may be excused from jury service by the court except upon showing of undue hardship, extreme inconvenience, public necessity, or any other reason deemed sufficient by the court for a period of time the court deems necessary. (RCW 2.36.100)

Request postponement to: (provide specific date/time period to reschedule) \_\_\_\_\_

Health reasons (please attach a letter from your doctor) \_\_\_\_\_

Business reasons (please attach a letter from your employer) \_\_\_\_\_

Served as a juror within the last twelve months \_\_\_\_\_

Financial hardship (please attach a letter/documentation from your employer stating your employer's pay policy when serving on jury duty) \_\_\_\_\_

Other \_\_\_\_\_

The details supporting my request to be excused or postponed: \_\_\_\_\_

I declare under penalty of perjury that the statements are true to the best of my knowledge and I acknowledge receipt of this summons.

Date \_\_\_\_\_ Signature \_\_\_\_\_

## GENERAL INFORMATION

**ELIGIBILITY FOR JURY SERVICE:** You are eligible for jury service if you:

- A. are eighteen years of age or older
- B. are a citizen of the United States
- C. are a resident of Snohomish County
- D. are able to communicate in the English language
- E. have not been convicted of a felony OR have had your civil rights restored, if convicted of a felony

Please complete the questionnaire and return immediately. Upon receipt of the signed questionnaire that you do not meet the eligibility qualifications, you will be excused from jury service. (RCW 2.36.070 & RCW 2.36.072)

**POLICY REGARDING JURY PANEL SELECTION:** It is the policy of the State of Washington that all persons selected for jury service be selected at random from a fair cross section of the population of your county, and that all qualified citizens have the opportunity to be considered for jury service in this state and have an obligation to serve as jurors when summoned for that purpose. A citizen shall not be excluded from jury service in this state on account of race, color, religion, sex, national origin, or economic status. (RCW 2.36.080)

**LAW REGARDING JUROR EMPLOYMENT RELATIONS:** An employer shall provide an employee with a sufficient leave of absence from employment to serve as a juror. An employer shall not deprive an employee of employment or threaten, coerce, or harass an employee, or deny an employee promotional opportunities because the employee serves as a juror. (RCW 2.36.165)

**ATTIRE:** Maintaining the dignity of the court with proper attire is suggested and appreciated. Extremes of dress are not appropriate; casual attire is permitted.

**COMPENSATION:** Juror compensation is determined by state statute. You will be paid not less than \$10.00 per day, for days you actually serve, and you will be paid for round trip mileage from your residence to the court in which you serve. (RCW 2.36.150)

**EMPLOYER VERIFICATION:** If you need jury service verification for your employer, ask the court clerk or jury coordinator, and it will be provided.

**SECURITY:** Due to the level of security at the courthouse all persons entering the courthouse will go through a metal detector. Please do not bring items with any length of blade to court when you serve on jury duty including scissors, nail clippers, pocket knives etc.

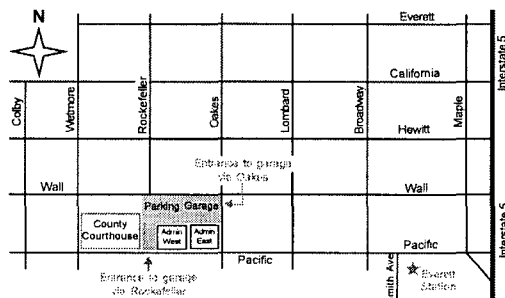
**FIRST DAY OF SERVICE:** Please report on time. You will receive a brief explanation of your responsibilities by the court administrator or jury coordinator. It is recommended that you bring reading material as there may be some waiting periods.

*Thank you for your cooperation and citizenship.*

## SNOHOMISH COUNTY DISTRICT COURT EVERETT DIVISION:

Snohomish County Courthouse  
M/S #508, 3000 Rockefeller Ave.  
Everett, WA 98201

Jury Management - General Questions: ... 425-388-3386  
Everett Division Reporting Instructions: ..... 425-388-3531



## PARKING:

## JURY PARKING - SNOHOMISH COUNTY PARKING GARAGE

Jury parking is available at the Snohomish County Parking Garage located at 3000 Rockefeller Avenue. Upon entry into the garage take a parking ticket from the ticket dispenser and park on levels C - G. Take the elevator to the Plaza level and follow the signs to the Courthouse; elevators are located on the south side of the garage. **Bring your parking ticket with you to the Courthouse** for validation in the juror's lounge on the first floor of the courthouse.

**From Northbound I-5** take Exit 193 (Pacific Street); turn left (west) onto Pacific Street; turn right (north) at Rockefeller Avenue into the Snohomish County Parking Garage.

**From Southbound I-5** take Exit 194 (Everett Avenue); turn right (west) onto Everett Avenue; turn left (south) onto Oakes Avenue; turn right into the Snohomish County Parking Garage just south of Wall Street.

## DISABLED PARKING - SNOHOMISH COUNTY PARKING GARAGE

Jurors must have a disabled parking permit issued by the State of Washington visibly displayed in the vehicle. Disabled parking is located on every level in the parking garage near the elevators.

**JUROR  
BADGE**

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

*Fold and tear off  
Questionnaire*

**FILL OUT AND DETACH QUESTIONNAIRE  
RETURN THIS PORTION IN THE  
ENVELOPE PROVIDED**

PAM L. DANIELS  
SNOHOMISH COUNTY CLERK  
JURY MANAGEMENT MS 202  
3000 ROCKEFELLER AVE  
EVERETT, WA 98201-4046

**IMPORTANT! JURY SUMMONS - IMMEDIATE RESPONSE REQUIRED**

**SUMMONS**

BRING THIS SUMMONS WITH YOU ON  
YOUR FIRST DAY OF SERVICE

You are hereby notified that you have been randomly selected  
to serve as a juror for the Courts of Snohomish County

**REPORTING INSTRUCTIONS**

Please read **GENERAL INFORMATION** on the reverse side of this form. If you have any additional questions, please call the Clerk's Office Jury Management at (425) 388-3386 or toll free 1-800-562-4367, Ext. 3386 during regular business hours. See map on reverse side of this summons for directions. If you require accommodations under the Americans with Disabilities Act, please contact us one week prior to your jury term. For hearing impaired, please call TTY Operator at 1-800-833-6384.  
FAX: (425) 388-3296

**JUROR**

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

Fold and tear off  
Questionnaire

**JUROR QUESTIONNAIRE**

Please complete entire questionnaire, detach & return immediately

**ELIGIBILITY REQUIREMENTS**

1. Are you a convicted felon? . . . . . ☐ YES ☐ NO  
If yes, have your civil rights been restored? . . . . . ☐ YES ☐ NO
2. Are you a U.S. citizen? . . . . . ☐ YES ☐ NO
3. Are you 18 years or older? . . . . . ☐ YES ☐ NO
4. Are you a resident of Snohomish County? . . . . . ☐ YES ☐ NO
5. Are you able to communicate in the English language? . . . . . ☐ YES ☐ NO

Retired? \_\_\_\_\_ Unemployed? \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_

Have you or any member of your immediate family been party to any civil, traffic, or criminal litigation? . . . . . ☐ YES ☐ NO

Have you or any member of your immediate family, relatives, or close acquaintances ever been the victim of a crime? . . . . . ☐ YES ☐ NO

**TO POSTPONE YOUR SERVICE TO ANOTHER TIME OR TO REQUEST AN EXCUSE FROM JURY SERVICE PLEASE FILL OUT BELOW:**

No person may be excused from jury service by the court except upon showing of undue hardship, extreme inconvenience, public necessity, or any other reason deemed sufficient by the court for a period of time the court deems necessary. (RCW 2.36.100)

Request postponement to: (provide specific date/time period to reschedule) \_\_\_\_\_

Health reasons (please attach a letter from your doctor) \_\_\_\_\_

Business reasons (please attach a letter from your employer) \_\_\_\_\_

Served as a juror within the last twelve months \_\_\_\_\_

Financial hardship (please attach a letter/documentation from your employer stating your employer's pay policy when serving on jury duty) \_\_\_\_\_

Other \_\_\_\_\_

The details supporting my request to be excused or postponed: \_\_\_\_\_

I declare under penalty of perjury that the statements are true to the best of my knowledge and I acknowledge receipt of this summons.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_

Current/most recent occupation: \_\_\_\_\_

Current/most recent employer: \_\_\_\_\_

Are you a licensed driver? . . . . . ☐ YES ☐ NO

**GENERAL INFORMATION**

**ELIGIBILITY FOR JURY SERVICE:** You are eligible for jury service if you:

- A. are eighteen years of age or older
- B. are a citizen of the United States
- C. are a resident of Snohomish County
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- E. have not been convicted of a felony OR have had your civil rights restored, if convicted of a felony

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**ATTIRE:** Maintaining the dignity of the court with proper attire is suggested and appreciated. Extremes of dress are not appropriate; casual attire is permitted.

**COMPENSATION:** Juror compensation is determined by state statute. You will be paid not less than \$10.00 per day, for days you actually serve, and you will be paid for round trip mileage from your residence to the court in which you serve. (RCW 2.36.150)

**EMPLOYER VERIFICATION:** If you need jury service verification for your employer, ask the court clerk or jury coordinator, and it will be provided.

**SECURITY:** Due to the level of security at the courthouse all persons entering the courthouse will go through a metal detector. Please do not bring items with any length of blade to court when you serve on jury duty including scissors, nail clippers, pocket knives etc.

**FIRST DAY OF SERVICE:** Please report on time. You will receive a brief explanation of your responsibilities by the court administrator or jury coordinator. It is recommended that you bring reading material as there may be some waiting periods.

*Thank you for your cooperation and citizenship.*

**SNOHOMISH COUNTY DISTRICT COURT,  
EVERGREEN DIVISION**

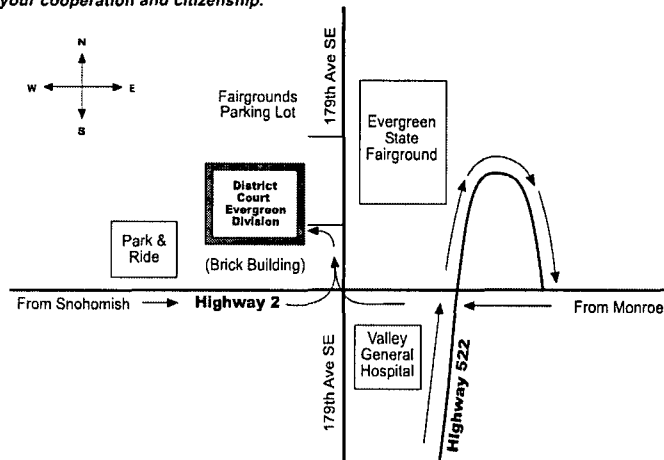
14414 179th Avenue SE  
Monroe, WA 98272-1149

Jury Management General Information: .. 425-388-3386  
Evergreen Division Telephone: ..... 360-805-6776  
Reporting Instructions: ..... 360-805-6750

**DRIVING DIRECTIONS TO COURTHOUSE:**

From I-5 take Exit 194, go east on Highway 2, turn left at 179th Avenue SE

From 405 exit to Highway 522, turn right on Highway 2, turn right at 179th Avenue SE



**PARKING IS AVAILABLE**

**JUROR  
PARKING  
PERMIT**

Detach and place in the left corner of your car's dashboard.  
This permit issued by the Snohomish County courts  
entitles jurors to park for term of jury service.

**JUROR  
BADGE**

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

*Fold and tear off  
Questionnaire*

**FILL OUT AND DETACH QUESTIONNAIRE  
RETURN THIS PORTION IN THE  
ENVELOPE PROVIDED**

PAM L. DANIELS  
SNOHOMISH COUNTY CLERK  
JURY MANAGEMENT MS 202  
3000 ROCKEFELLER AVE  
EVERETT, WA 98201-4046

**IMPORTANT! JURY SUMMONS - IMMEDIATE RESPONSE REQUIRED**

**SUMMONS**

BRING THIS SUMMONS WITH YOU ON  
YOUR FIRST DAY OF SERVICE

You are hereby notified that you have been randomly selected  
to serve as a juror for the Courts of Snohomish County

**REPORTING INSTRUCTIONS**

Please read **GENERAL INFORMATION** on the reverse side of this form. If you have any additional questions, please call the Clerk's Office Jury Management at (425) 388-3386 or toll free 1-800-562-4367, Ext. 3386 during regular business hours. See map on reverse side of this summons for directions. If you require accommodations under the Americans with Disabilities Act, please contact us one week prior to your jury term.  
FAX: (425) 388-3296

**JUROR**

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OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

**JUROR  
PARKING  
PERMIT**

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Fold and tear off  
Questionnaire

**JUROR QUESTIONNAIRE**

Please complete entire questionnaire, detach & return immediately

**ELIGIBILITY REQUIREMENTS**

1. Are you a convicted felon? . . . . . ☐ YES ☐ NO  
If yes, have your civil rights been restored? . . . . . ☐ YES ☐ NO
2. Are you a U.S. citizen? . . . . . ☐ YES ☐ NO
3. Are you 18 years or older? . . . . . ☐ YES ☐ NO
4. Are you a resident of Snohomish County? . . . . . ☐ YES ☐ NO
5. Are you able to communicate in the English language? . . . . . ☐ YES ☐ NO

Retired? \_\_\_\_\_ Unemployed? \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_

Have you or any member of your immediate family been party to any civil, traffic, or criminal litigation? . . . . . ☐ YES ☐ NO

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**TO POSTPONE YOUR SERVICE TO ANOTHER TIME OR TO REQUEST AN EXCUSE FROM JURY SERVICE PLEASE FILL OUT BELOW:**

No person may be excused from jury service by the court except upon showing of undue hardship, extreme inconvenience, public necessity, or any other reason deemed sufficient by the court for a period of time the court deems necessary. (RCW 2.36.100)

Request postponement to: (provide specific date/time period to reschedule) \_\_\_\_\_

Health reasons (please attach a letter from your doctor) \_\_\_\_\_

Business reasons (please attach a letter from your employer) \_\_\_\_\_

Served as a juror within the last twelve months \_\_\_\_\_

Financial hardship (please attach a letter/documentation from your employer stating your employer's pay policy when serving on jury duty) \_\_\_\_\_

Other \_\_\_\_\_

The details supporting my request to be excused or postponed: \_\_\_\_\_

I declare under penalty of perjury that the statements are true to the best of my knowledge and I acknowledge receipt of this summons.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_

Current/most recent occupation: \_\_\_\_\_

Current/most recent employer: \_\_\_\_\_

Are you a licensed driver? . . . . . ☐ YES ☐ NO



**GENERAL INFORMATION**

**ELIGIBILITY FOR JURY SERVICE:** You are eligible for jury service if you:

- A. are eighteen years of age or older
- B. are a citizen of the United States
- C. are a resident of Snohomish County
- D. are able to communicate in the English language
- E. have not been convicted of a felony OR have had your civil rights restored, if convicted of a felony

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**ATTIRE:** Maintaining the dignity of the court with proper attire is suggested and appreciated. Extremes of dress are not appropriate; casual attire is permitted.

**COMPENSATION:** Juror compensation is determined by state statute. You will be paid not less than \$10.00 per day, for days you actually serve, and you will be paid for round trip mileage from your residence to the court in which you serve. (RCW 2.36.150)

**EMPLOYER VERIFICATION:** If you need jury service verification for your employer, ask the court clerk or jury coordinator, and it will be provided.

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**FIRST DAY OF SERVICE:** Please report on time. You will receive a brief explanation of your responsibilities by the court administrator or jury coordinator. It is recommended that you bring reading material as there may be some waiting periods.

*Thank you for your cooperation and citizenship.*

**SNOHOMISH COUNTY DISTRICT COURT,  
SOUTH DIVISION**

20520 68th Avenue West  
Lynnwood, WA 98036

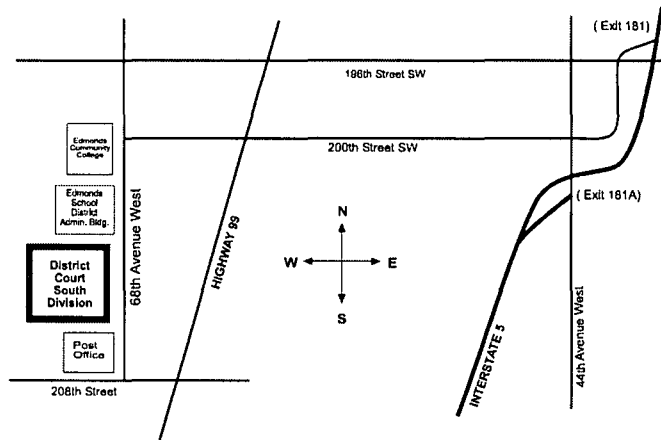
Jury Management General Information: ..... **425-388-3386**  
South Division Telephone: ..... **425-774-8803**  
Reporting Instructions: ..... **425-744-6810**

**DRIVING DIRECTIONS TO COURTHOUSE:**

**From North bound I-5 take Exit 181A (Lynnwood/44th St.)** turn left on 44th Avenue West, turn left on 200th, turn left on 68th Avenue West

**From South bound I-5 take Exit 181 (Lynnwood)** turn right on 196th, turn left on 68th Avenue West

**FREE PUBLIC PARKING IS AVAILABLE ON THE  
NORTH SIDE OF THE COURTHOUSE**



**JUROR  
PARKING  
PERMIT**

Detach and place in the left corner of your car's dashboard.  
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entitles jurors to park for term of jury service.

**JUROR  
BADGE**

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

Fold and tear off  
Questionnaire

**FILL OUT AND DETACH QUESTIONNAIRE  
RETURN THIS PORTION IN THE  
ENVELOPE PROVIDED**

PAM L. DANIELS  
 SNOHOMISH COUNTY CLERK  
 JURY MANAGEMENT MS 202  
 3000 ROCKEFELLER AVE  
 EVERETT, WA 98201-4046

**IMPORTANT! JURY SUMMONS - IMMEDIATE RESPONSE REQUIRED**

## SUMMONS

BRING THIS SUMMONS WITH YOU ON  
 YOUR FIRST DAY OF SERVICE

You are hereby notified that you have been randomly selected  
 to serve as a juror for the Courts of Snohomish County

## REPORTING INSTRUCTIONS

Please read **GENERAL INFORMATION** on the reverse side of this form. If you have any additional questions, please call the Clerk's Office Jury Management at (425) 388-3386 or toll free 1-800-562-4367, Ext. 3386 during regular business hours. See map on reverse side of this summons for directions. If you require accommodations under the Americans with Disabilities Act, please contact us one week prior to your jury term.  
 FAX: (425) 388-3296

## JUROR

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
 OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

## JUROR PARKING PERMIT

Detach and place in the left corner of your car's dashboard.  
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 entitles jurors to park for term of jury service.

*Fold and tear off  
 Questionnaire*

## JUROR QUESTIONNAIRE

Please complete entire questionnaire, detach & return immediately

### ELIGIBILITY REQUIREMENTS

- Are you a convicted felon? . . . . . ☐ YES ☐ NO  
 If yes, have your civil rights been restored? . . . . . ☐ YES ☐ NO
- Are you a U.S. citizen? . . . . . ☐ YES ☐ NO
- Are you 18 years or older? . . . . . ☐ YES ☐ NO
- Are you a resident of Snohomish County? . . . . . ☐ YES ☐ NO
- Are you able to communicate in the English language? . . . . . ☐ YES ☐ NO

Retired? \_\_\_\_\_ Unemployed? \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_

Have you or any member of your immediate family been party to any civil, traffic, or criminal litigation? . . . . . ☐ YES ☐ NO

Have you or any member of your immediate family, relatives, or close acquaintances ever been the victim of a crime? . . . . . ☐ YES ☐ NO

### TO POSTPONE YOUR SERVICE TO ANOTHER TIME OR TO REQUEST AN EXCUSE FROM JURY SERVICE PLEASE FILL OUT BELOW:

No person may be excused from jury service by the court except upon showing of undue hardship, extreme inconvenience, public necessity, or any other reason deemed sufficient by the court for a period of time the court deems necessary. (RCW 2.36.100)

Request postponement to: (provide specific date/time period to reschedule) \_\_\_\_\_

Health reasons (please attach a letter from your doctor)

Business reasons (please attach a letter from your employer)

Served as a juror within the last twelve months

Financial hardship (please attach a letter/documentation from your employer stating your employer's pay policy when serving on jury duty)

Other \_\_\_\_\_

The details supporting my request to be excused or postponed: \_\_\_\_\_

I declare under penalty of perjury that the statements are true to the best of my knowledge and I acknowledge receipt of this summons.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_

Current/most recent occupation: \_\_\_\_\_

Current/most recent employer: \_\_\_\_\_

Are you a licensed driver? . . . . . ☐ YES ☐ NO

**GENERAL INFORMATION**

**ELIGIBILITY FOR JURY SERVICE:** You are eligible for jury service if you:

- A. are eighteen years of age or older
- B. are a citizen of the United States
- C. are a resident of Snohomish County
- D. are able to communicate in the English language
- E. have not been convicted of a felony OR have had your civil rights restored, if convicted of a felony

Please complete the questionnaire and return immediately. Upon receipt of the signed questionnaire that you do not meet the eligibility qualifications, you will be excused from jury service. (RCW 2.36.070 & RCW 2.36.072)

**POLICY REGARDING JURY PANEL SELECTION:** It is the policy of the State of Washington that all persons selected for jury service be selected at random from a fair cross section of the population of your county, and that all qualified citizens have the opportunity to be considered for jury service in this state and have an obligation to serve as jurors when summoned for that purpose. A citizen shall not be excluded from jury service in this state on account of race, color, religion, sex, national origin, or economic status. (RCW 2.36.080)

**LAW REGARDING JUROR EMPLOYMENT RELATIONS:** An employer shall provide an employee with a sufficient leave of absence from employment to serve as a juror. An employer shall not deprive an employee of employment or threaten, coerce, or harass an employee, or deny an employee promotional opportunities because the employee serves as a juror. (RCW 2.36.165)

**ATTIRE:** Maintaining the dignity of the court with proper attire is suggested and appreciated. Extremes of dress are not appropriate; casual attire is permitted.

**COMPENSATION:** Juror compensation is determined by state statute. You will be paid not less than \$10.00 per day, for days you actually serve, and you will be paid for round trip mileage from your residence to the court in which you serve. Mileage will be automatically determined by your zipcode. (RCW 2.36.150)

**EMPLOYER VERIFICATION:** If you need jury service verification for your employer, ask the court clerk or jury coordinator, and it will be provided.

**SECURITY:** Due to the level of security at the courthouse all persons entering the courthouse will go through a metal detector. Please do not bring items with any length of blade to court when you serve on jury duty including scissors, nail clippers, pocket knives etc.

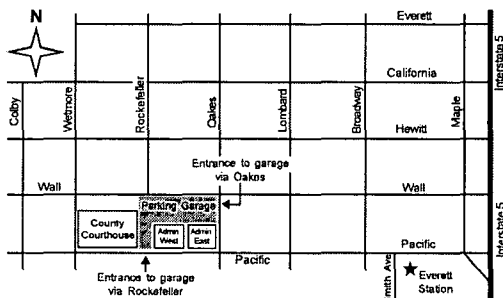
**FIRST DAY OF SERVICE:** Please report on time. You will receive a brief explanation of your responsibilities by the court administrator or jury coordinator. It is recommended that you bring reading material as there may be some waiting periods.

*Thank you for your cooperation and citizenship.*

**SNOHOMISH COUNTY SUPERIOR COURT:**

Snohomish County Courthouse  
M/S #202, 3000 Rockefeller Ave.  
Everett, WA 98201

Jury Management – General Questions: ... 425-388-3386  
Superior Court Reporting Instructions: ..... 425-388-3410  
1-800-828-4577

**PARKING:****JURY PARKING – SNOHOMISH COUNTY PARKING GARAGE**

Jury parking is available at the Snohomish County Parking Garage located at 3000 Rockefeller Avenue. Upon entry into the garage take a parking ticket from the ticket dispenser and park on levels C – G. Take the elevator to the Plaza level and follow the signs to the Courthouse; elevators are located on the south side of the garage. **Bring your parking ticket with you to the Courthouse** for validation in the juror's lounge on the first floor of the courthouse.

**From Northbound I-5** take Exit 193 (Pacific Street); turn left (west) onto Pacific Street; turn right (north) at Rockefeller Avenue into the Snohomish County Parking Garage.

**From Southbound I-5** take Exit 194 (Everett Avenue); turn right (west) onto Everett Avenue; turn left (south) onto Oakes Avenue; turn right into the Snohomish County Parking Garage just south of Wall Street.

**DISABLED PARKING – SNOHOMISH COUNTY PARKING GARAGE**

Jurors must have a disabled parking permit issued by the State of Washington visibly displayed in the vehicle. Disabled parking is located on every level in the parking garage near the elevators.

# JUROR BADGE

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

*Fold and tear off  
Questionnaire*

**FILL OUT AND DETACH QUESTIONNAIRE  
RETURN THIS PORTION IN THE  
ENVELOPE PROVIDED**

PAM L. DANIELS  
SNOHOMISH COUNTY CLERK  
JURY MANAGEMENT MS 202  
3000 ROCKEFELLER AVE  
EVERETT, WA 98201-4046

**IMPORTANT! JURY SUMMONS - IMMEDIATE RESPONSE REQUIRED**

## SUMMONS

BRING THIS SUMMONS WITH YOU ON  
YOUR FIRST DAY OF SERVICE

You are hereby notified that you have been randomly selected  
to serve as a juror for the Courts of Snohomish County

## REPORTING INSTRUCTIONS

Please read **GENERAL INFORMATION** on the reverse side of this form. If you have any additional questions, please call the Clerk's Office Jury Management at (425) 388-3386 or toll free 1-800-562-4367, Ext. 3386 during regular business hours. See map on reverse side of this summons for directions. If you require accommodations under the Americans with Disabilities Act, please contact us one week prior to your jury term. For hearing impaired, please call TTY Operator at 1-800-833-6384.  
FAX: (425) 388-3296

## JUROR

BRING THIS BADGE WITH YOU ON YOUR FIRST DAY  
OF SERVICE WHEN YOU REPORT FOR JURY DUTY.

Fold and tear off  
Questionnaire

## JUROR QUESTIONNAIRE

Please complete entire questionnaire, detach & return immediately

### ELIGIBILITY REQUIREMENTS

1. Are you a convicted felon? . . . . . ☐ YES ☐ NO  
If yes, have your civil rights been restored? . . . . . ☐ YES ☐ NO
2. Are you a U.S. citizen? . . . . . ☐ YES ☐ NO
3. Are you 18 years or older? . . . . . ☐ YES ☐ NO
4. Are you a resident of Snohomish County? . . . . . ☐ YES ☐ NO
5. Are you able to communicate in the English language? . . . . . ☐ YES ☐ NO

Retired? \_\_\_\_\_ Unemployed? \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_

Have you or any member of your immediate family been party to any civil, traffic, or criminal litigation? . . . . . ☐ YES ☐ NO

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Financial hardship (please attach a letter/documentation from your employer stating your employer's pay policy when serving on jury duty) \_\_\_\_\_

Other \_\_\_\_\_

The details supporting my request to be excused or postponed: \_\_\_\_\_

I declare under penalty of perjury that the statements are true to the best of my knowledge and I acknowledge receipt of this summons.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_

Current/most recent occupation: \_\_\_\_\_

Current/most recent employer: \_\_\_\_\_

Are you a licensed driver? . . . . . ☐ YES ☐ NO

**GENERAL INFORMATION**

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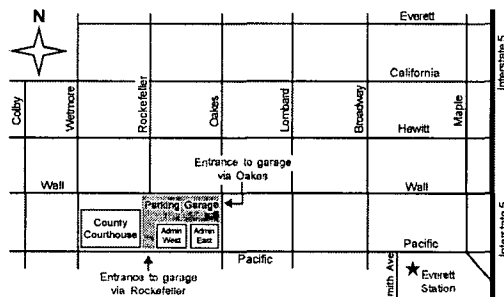
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JURY MANAGEMENT MS 202  
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**SUMMONS**

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FAX: (425) 388-3296

**JUROR**

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Fold and tear off  
Questionnaire

**JUROR QUESTIONNAIRE**

Please complete entire questionnaire, detach & return immediately

**ELIGIBILITY REQUIREMENTS**

1. Are you a convicted felon? . . . . . ☐ YES ☐ NO  
If yes, have your civil rights been restored? . . . . . ☐ YES ☐ NO
2. Are you a U.S. citizen? . . . . . ☐ YES ☐ NO
3. Are you 18 years or older? . . . . . ☐ YES ☐ NO
4. Are you a resident of Snohomish County? . . . . . ☐ YES ☐ NO
5. Are you able to communicate in the English language? . . . . . ☐ YES ☐ NO

Retired? \_\_\_\_\_ Unemployed? \_\_\_\_\_

Spouse's occupation: \_\_\_\_\_

Have you or any member of your immediate family been party to any civil, traffic, or criminal litigation? . . . . . ☐ YES ☐ NO

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Health reasons (please attach a letter from your doctor) \_\_\_\_\_

Business reasons (please attach a letter from your employer) \_\_\_\_\_

Served as a juror within the last twelve months \_\_\_\_\_

Financial hardship (please attach a letter/documentation from your employer stating your employer's pay policy when serving on jury duty) \_\_\_\_\_

Other \_\_\_\_\_

The details supporting my request to be excused or postponed: \_\_\_\_\_

I declare under penalty of perjury that the statements are true to the best of my knowledge and I acknowledge receipt of this summons.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Work Phone ( ) \_\_\_\_\_

Current/most recent occupation: \_\_\_\_\_

Current/most recent employer: \_\_\_\_\_

Are you a licensed driver? . . . . . ☐ YES ☐ NO

# Purchase Requisition Worksheet

Date 1/25/2008 Prepared by: Pat Scattaregia Date Required: 07/01/08 Approved By: \_\_\_\_\_

# of Tags: \_\_\_\_\_ Batch Number: \_\_\_\_\_ Req. Number: \_\_\_\_\_ Order Number: \_\_\_\_\_

Bid, SS, or Contract Number See attached Documents Confirming: ☒ Non-Confirming: ☐ Shipping: ☐ SISC MS 709

Item #	Description	Qty	U of M	Vendor Part#	Cost	Extended	Shipping	Sales Tax 8.9%	Total
1	Jury + Solution Suite Software	SW	1		47,245.00	47,245.00		4,204.81	\$51,449.81
2	Implementation Services	SW	1		5,425.00	5,425.00			\$5,425.00
3	Training on-site	SW	1		5,600.00	5,600.00			\$5,600.00
4	First Year Premium Maintenance on Jury+ Solution Suite, Web/ Imaging software.	SW	1		10,499.00	10,499.00		934.41	\$11,433.41
5									
6									
7									
8									
9									
10									
Totals:						<del>308,769.00</del>		\$5,139.22	\$73,908.22

DAC (Fund Code)  
315-5144264901

Special Instructions:  
Please Fax "Confirming" PO to vendor attn: Mary O'Donnell (818)461-3179. Send attached requisition documents to Purchasing.

Vendor Information

Name: Jury Systems, Inc.  
Address: 157 Ventura Blvd., Suite A-16  
Encino, CA 91436  
Contact: Mary O'Donnell  
PH: (805)227-7102  
FX: (818)461-3179

Mandatory quotes: 2 other vendors if req between \$2500 & \$5000.

Vendor/Contact	PH/E-mail/Other	Price

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

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

*JURY+ Next Generation*

The annual maintenance fees for JURY+ for the period December 1, 2009, through November 30, 2010, are as follows:

Premium Plan	\$ 10,488
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
<b>Total</b>	<b>\$ 13,488</b>

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 and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference:

**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 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.

ORIGINAL



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. However, access to the Customer network will only be granted in accordance with the attached County Remote Vendor Network Access policy and procedure documents.
- 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, and Snohomish County Travel Expense Policy #1211, 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 18% 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  
Page 4 of 8

The Customer shall pay on December 1, 2009, the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2009, through November 30, 2010.

**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 to fund this agreement 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 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.

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

**Indemnification / Hold Harmless**

JSI shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JSI and the County, its officers, officials, employees, and volunteers, JSI's liability hereunder shall be only to the extent of JSI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes JSI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Insurance Requirements**

- a. JSI shall obtain and maintain continuously for the term of this contract, at JSI's own expense, primary Commercial General Liability Insurance, Automobile Liability Insurance and Professional Technical Insurance with minimum limits of \$1,000,000 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. 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 JSI, at JSI's own expense, for a minimum of three years following the termination of this contract.
- d. JSI shall annually provide the County with proof of renewal.
- e. JSI shall provide the County a certificate of insurance as evidence of coverage and have the County named on its policy as Additional Insured. Approval of

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

insurance is a condition precedent to approval of this contract by Risk Management.

- f. Upon written request, the Customer reserves the right to receive copies of any insurance policy.

**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

JURY+ Jury Management System  
Software Maintenance Agreement  
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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.

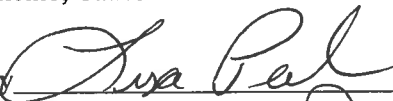
- i. Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or 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 Standard or Premium JURY + maintenance or is such maintenance is terminated, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay one hundred (100) percent of maintenance fees for all periods during which maintenance was not in effect.
- l. If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- 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.

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:

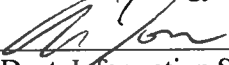
JSI  
Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

By   
Name Printed Lisa Perl  
Title Controller  
Date 11-3-09

Customer  
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By   
Name Printed \_\_\_\_\_  
Title PETER B. CAMP  
Executive Director  
Date 11/18/09


Approved as to technology requirements:

By   
Dept. Information Services  
Date 11/9/09


Approved as to insurance provisions:

By   
Risk Management  
Date 11-10-09

Approved as to form only:

By   
Deputy Prosecuting Attorney  
Date 11/9/09

Approved as to form only:

By   
Court Operations Manager - Clerk  
Date 11-9-09

## Software Maintenance Agreement Service Level Requirements

### 1. Definitions.

“Enhancements” means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

“Major Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the left of the decimal point (e.g., 3.0).

“Update Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the right of the decimal point (e.g., 3.1).

“Release” means a Major Release or a Minor Release.

“Service Pack” (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as “Critical” or “Non-critical” at Vendor’s sole discretion.

“Software” has the meaning given in the Software License Agreement between Vendor and Licensee.

“Technical Support Contacts” has the meaning given in Section 8 below.

**2 Support Obligations.** This policy details Vendor’s support services obligations to Licensee (“Support Services”).

**3. Error Reporting.** The Technical Support Contacts may report Errors by any one of the following means:

Telephone: Available 24x7, Live response during standard service hours  
Toll free within the United States: 877-582-3450  
After-hours pager response service for Severity 1 issues

E-Mail: Available 24x7, Live response during standard service hours  
Address:  
After-hours pager response service for Severity 1 issues

Standard service hours are 8:00AM – 5:00PM Monday to Friday PST, excluding all public holidays. Annual fees for Standard support are 18% of the license fees for the supported Software for the first 3 years (which dollar amount is subject to a 2% annual increase thereafter).

**4. Response.** If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided, that, Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

“Response” is defined as assignment of a Vendor support specialist to resolve Licensee’s Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue. “Case Resolution” is defined as Vendor having provided an answer, work around, Service Pack or Minor Release to resolve a support incident.

If a Severity 1 Error is not resolved within 8 business hours of being reported, Vendor will within 24 hours of request of Licensee send a support engineer onsite to assist with the resolution.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor’s receipt of Customer’s written notice requesting such a change.

**5. Enhancements.** During the term of Vendor’s Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee’s option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,400 per day, plus travel expenses. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

**6. Conditions for Providing Support.** Vendor’s obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor’s Customer Support Center or via remote access to Licensee’s site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis or obtain a quote for performing such Support Services. All remote access by Vendor shall comply with Licensee’s network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee’s system.

**7. Exclusions from Vendor’s Support Services.** Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee’s negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor’s obligations do not cover business processes authored using the Software.

**8. Releases Supported.** Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the “Current Release”), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.



9. **Escalation Path For Technical Support Issues.** If Licensee is not satisfied with the technical support provided by Vendor, Licensee shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.

10. **Renewal.** The Support Service Agreement shall renew for additional one (1) year upon issuance of a purchase order for the annual fee.

Vendor shall provide Licensee ninety (90) days written notice of the renewal date and any price changes for the renewal term and shall provide an invoice at least thirty (30) days prior to the renewal date. In no event shall the price of the Support Services increase within the first 3 years and shall not increase more than two percent (2%) in any renewal period thereafter. Invoices for Maintenance Fees shall be due within thirty (30) days of the receipt of invoice.

**Support Severity, Response and Resolution Table**

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> <li>Complete inability to use the Software and there is no reasonable Workaround; or</li> <li>Severely limited ability to use major functionality of the Software and there is no reasonable Workaround.</li> </ul>	1 Service Hour	<ul style="list-style-type: none"> <li>Immediate engagement of Technical Product Specialist</li> <li>Immediate notification of Support Manager.</li> <li>Further escalation to Senior Developer.</li> </ul>	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> <li>Severely limited ability to use major functionality of the Software; or</li> <li>Complete inability to use minor functionality of the Software</li> </ul>	4 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> <li>Limited ability to use major functionality of the Software; or</li> <li>Minor errors in functionality of the Software.</li> </ul>	8 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist.</li> <li>Further escalation to development staff.</li> </ul>	10 business days unless otherwise agreed by the parties.
Severity 4 Low Impact	<ul style="list-style-type: none"> <li>General inquiries on the use of a Software module; or</li> <li>Minor cosmetic errors, e.g. in layout and formatting; or</li> <li>Extreme boundary conditions which are unlikely in normal use.</li> </ul>	24 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	As mutually agreed to by the parties.
Severity 5	<ul style="list-style-type: none"> <li>Feature Requests.</li> </ul>	40 Service Hours	<ul style="list-style-type: none"> <li>As available.</li> </ul>	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact		Lead Support Engineer			
Final Contact		Vice President, Professional Services			

LOG NUMBERS

BGT.

CEO

11/18/09

**EXECUTIVE/COUNCIL APPROVAL FORM****MANAGEMENT ROUTING:**

EXECUTIVE \_\_\_\_\_  
 EXEC. DIR. \_\_\_\_\_  
 DIRECTOR/ELECTED \_\_\_\_\_  
 DEPARTMENT \_\_\_\_\_  
 DIV. MGR. \_\_\_\_\_  
 DIVISION \_\_\_\_\_  
 ORIGINATOR \_\_\_\_\_  
 DATE 11/10/09 EXT. 3469

Aaron Reardon

Peter Camp

Sonya Kraski

Clerk

Heidi Percy

Courtroom Operations

Heidi Percy

TO: **COUNCIL CHAIRPERSON:**  
**SNOHOMISH COUNTY COUNCIL**

**EXECUTIVE RECOMMENDATION:**

☒ Approve \_\_\_\_\_ No Recommendation  
 \_\_\_\_\_ Further Processing

Requested By \_\_\_\_\_

*[Signature]*  
 Executive Office Signature  
 CEO Staff Review \_\_\_\_\_  
 Received at Council Office \_\_\_\_\_

PETER B. CAMP

Executive Director

11/18/09

Cep

11/18/09

1/1

**DOCUMENT TYPE:**\_\_\_\_\_ **BUDGET ACTION:**

\_\_\_\_\_ Emergency Appropriation  
 \_\_\_\_\_ Supplemental Appropriation  
 \_\_\_\_\_ Budget Transfer

☒ **CONTRACT: Renewal**

\_\_\_\_\_ New  
 \_\_\_\_\_ Amendment

\_\_\_\_\_ **GRANT APPLICATION**\_\_\_\_\_ **ORDINANCE**

\_\_\_\_\_ Amendment to Ord. # \_\_\_\_\_

\_\_\_\_\_ **PLAN**\_\_\_\_\_ **OTHER****DOCUMENT / AGENDA TITLE:**

Jury+ Jury Management System Software Maintenance Agreement

**APPROVAL AUTHORITY:****HANDLING:**

NORMAL \_\_\_\_\_

EXPEDITE ☒

URGENT \_\_\_\_\_

EXECUTIVE \_\_\_\_\_

CITE BASIS

SCC 3.04.140(2)

COUNCIL \_\_\_\_\_

**PURPOSE:**

Annual maintenance agreement for jury management software.

DEADLINE DATE

11/30/09

**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. Current contract expires November 30, 2009.

**FISCAL IMPLICATIONS:**

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
505 514 880 4801	13.488		
TOTAL	13.488		

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

## DEPARTMENT FISCAL IMPACT NOTES:

Funding available within current 2009 budget.

Roger Neumaier, Finance Director

BUDGET REVIEW: Analyst                      Administrator                      Recommend Approval                     

**CONTRACT INFORMATION:**

ORIGINAL	<u>X</u>	CONTRACT #	AMOUNT	<u>\$13,488</u>
AMENDMENT		CONTRACT #	AMOUNT	<u>\$</u>

CONTRACT PERIOD:

ORIGINAL	Start	<u>12/1/2009</u>	End	<u>11/30/2010</u>
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	<b>X</b>	No
-----------------	-----	----------	----

COMMENTS \_\_\_\_\_

PROSECUTING ATTY - AS TO FORM: Yes X No       

## OTHER DEPARTMENTAL REVIEW / COMMENTS:

DIS reviewed and approved.

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

**NON-ELECTRONIC ATTACHMENTS:**

Original JSI Maintenance Agreement (2)

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

*JURY+ Next Generation*

The annual maintenance fees for JURY+ for the period December 1, 2009, through November 30, 2010, are as follows:

Premium Plan	\$ 10,488
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (One juror load per year)
<b>Total</b>	<b>\$ 13,488</b>

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 and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference:

**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 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.

**ORIGINAL**

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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. However, access to the Customer network will only be granted in accordance with the attached County Remote Vendor Network Access policy and procedure documents.
- 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, and Snohomish County Travel Expense Policy #1211, 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  
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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 18% 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.

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The Customer shall pay on December 1, 2009, the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2009, through November 30, 2010.

**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 to fund this agreement 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 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.

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**Indemnification / Hold Harmless**

JSI shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JSI and the County, its officers, officials, employees, and volunteers, JSI's liability hereunder shall be only to the extent of JSI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes JSI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Insurance Requirements**

- a. JSI shall obtain and maintain continuously for the term of this contract, at JSI's own expense, primary Commercial General Liability Insurance, Automobile Liability Insurance and Professional Technical Insurance with minimum limits of \$1,000,000 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. 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 JSI, at JSI's own expense, for a minimum of three years following the termination of this contract.
- d. JSI shall annually provide the County with proof of renewal.
- e. JSI shall provide the County a certificate of insurance as evidence of coverage and have the County named on its policy as Additional Insured. Approval of



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insurance is a condition precedent to approval of this contract by Risk Management.

- f. Upon written request, the Customer reserves the right to receive copies of any insurance policy.

**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

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

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.

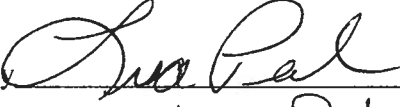
- i. Charges specified herein do not include taxes. The Customer will pay to JSI sales taxes required to be collected by it under applicable state or local law for services and goods provided by JSI to the Customer under this Agreement. If applicable, the Customer also will reimburse JSI for state or 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 Standard or Premium JURY + maintenance or is such maintenance is terminated, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay one hundred (100) percent of maintenance fees for all periods during which maintenance was not in effect.
- l. If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- 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.

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.

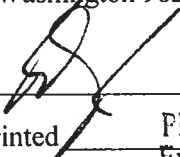
JURY+ Jury Management System  
Software Maintenance Agreement  
Terms and Conditions  
Page 8 of 8

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

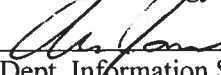
JSI  
Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

By   
Name Printed Lisa Perl  
Title Controller  
Date 11-3-09

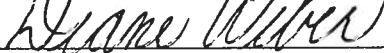
Customer  
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By   
Name Printed PETER B. CAMP  
Title Executive Director  
Date 11/13/09

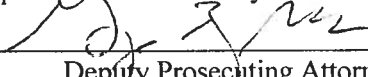
Approved as to technology requirements:

By   
Dept. Information Services  
Date 11/9/09

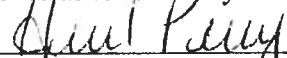
Approved as to insurance provisions:

By   
Risk Management  
Date 11-10-09

Approved as to form only:

By   
Deputy Prosecuting Attorney  
Date 11/9/09

Approved as to form only:

By   
Court Operations Manager - Clerk  
Date 11-9-09

## Software Maintenance Agreement Service Level Requirements

### 1. Definitions.

“Enhancements” means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

“Major Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the left of the decimal point (e.g., 3.0).

“Update Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the right of the decimal point (e.g., 3.1).

“Release” means a Major Release or a Minor Release.

“Service Pack” (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as “Critical” or “Non-critical” at Vendor’s sole discretion.

“Software” has the meaning given in the Software License Agreement between Vendor and Licensee.

“Technical Support Contacts” has the meaning given in Section 8 below.

**2 Support Obligations.** This policy details Vendor’s support services obligations to Licensee (“Support Services”).

**3. Error Reporting.** The Technical Support Contacts may report Errors by any one of the following means:

**Telephone:** Available 24x7, Live response during standard service hours  
Toll free within the United States: 877-582-3450  
After-hours pager response service for Severity 1 issues

**E-Mail:** Available 24x7, Live response during standard service hours  
Address:  
After-hours pager response service for Severity 1 issues

Standard service hours are 8:00AM – 5:00PM Monday to Friday PST, excluding all public holidays. Annual fees for Standard support are 18% of the license fees for the supported Software for the first 3 years (which dollar amount is subject to a 2% annual increase thereafter).

**4. Response.** If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided, that, Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

“Response” is defined as assignment of a Vendor support specialist to resolve Licensee’s Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue”. “Case Resolution” is defined as Vendor having provided an answer, work around, Service Pack or Minor Release to resolve a support incident.

If a Severity 1 Error is not resolved within 8 business hours of being reported, Vendor will within 24 hours of request of Licensee send a support engineer onsite to assist with the resolution.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor’s receipt of Customer’s written notice requesting such a change.

**5. Enhancements.** During the term of Vendor’s Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee’s option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,400 per day, plus travel expenses. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

**6. Conditions for Providing Support.** Vendor’s obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor’s Customer Support Center or via remote access to Licensee’s site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis or obtain a quote for performing such Support Services. All remote access by Vendor shall comply with Licensee’s network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee’s system.

**7. Exclusions from Vendor’s Support Services.** Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee’s negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor’s obligations do not cover business processes authored using the Software.

**8. Releases Supported.** Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the “Current Release”), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.

9. **Escalation Path For Technical Support Issues.** If Licensee is not satisfied with the technical support provided by Vendor, Licensee shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.

10. **Renewal.** The Support Service Agreement shall renew for additional one (1) year upon issuance of a purchase order for the annual fee.

Vendor shall provide Licensee ninety (90) days written notice of the renewal date and any price changes for the renewal term and shall provide an invoice at least thirty (30) days prior to the renewal date. In no event shall the price of the Support Services increase within the first 3 years and shall not increase more than two percent (2%) in any renewal period thereafter. Invoices for Maintenance Fees shall be due within thirty (30) days of the receipt of invoice.

**Support Severity, Response and Resolution Table**

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> <li>Complete inability to use the Software and there is no reasonable Workaround; or</li> <li>Severely limited ability to use major functionality of the Software and there is no reasonable Workaround.</li> </ul>	1 Service Hour	<ul style="list-style-type: none"> <li>Immediate engagement of Technical Product Specialist</li> <li>Immediate notification of Support Manager.</li> <li>Further escalation to Senior Developer.</li> </ul>	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> <li>Severely limited ability to use major functionality of the Software; or</li> <li>Complete inability to use minor functionality of the Software</li> </ul>	4 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> <li>Limited ability to use major functionality of the Software; or</li> <li>Minor errors in functionality of the Software.</li> </ul>	8 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist.</li> <li>Further escalation to development staff.</li> </ul>	10 business days unless otherwise agreed by the parties.
Severity 4 Low Impact	<ul style="list-style-type: none"> <li>General inquiries on the use of a Software module; or</li> <li>Minor cosmetic errors, e.g. in layout and formatting; or</li> <li>Extreme boundary conditions which are unlikely in normal use.</li> </ul>	24 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	As mutually agreed to by the parties.
Severity 5	<ul style="list-style-type: none"> <li>Feature Requests.</li> </ul>	40 Service Hours	<ul style="list-style-type: none"> <li>As available.</li> </ul>	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact		Lead Support Engineer			
Final Contact		Vice President, Professional Services			

original to DIS

## Invoice

Invoice #: 00004261

Federal Tax ID: 95-4617347



**JURY SYSTEMS**  
INCORPORATED

**Bill To:**

Ms. Heidi Percy

Snohomish County  
Clerks Office  
3000 Rockefeller Avenue  
Mailstop 605  
Everett, WA 98201

Date: 10/1/09

Page: 1

Terms: Net 60

Your Order #:

Description	Amount	Taxable
JURY+ Annual Maintenance Renewal (12/1/09-11/30/10)		
Premium Plan	\$10,488.00	
+3 Plan (1 load per year)	\$3,000.00	

Sub Total \$13,488.00

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: \$13,488.00

Shipping: \$0.00

Sales Tax: \$0.00

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**TOTAL DUE \$13,488.00**

---

LOG NUMBERS

BGT.

11/3/10 CEO 20041003

NOV 04 2010

**EXECUTIVE/COUNCIL APPROVAL FORM****MANAGEMENT ROUTING:**

EXECUTIVE Aaron Reardon  
 EXEC. DIR. Peter Camp  
 DIRECTOR/ELECTED Sonya Kraski  
 DEPARTMENT Clerk  
 DIV. MGR. Heidi Percy  
 DIVISION Courtroom Operations  
 ORIGINATOR Heidi Percy  
 DATE 10/25/10 EXT. 3469

**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

Cep 11/4/10

**DOCUMENT TYPE:**

       BUDGET ACTION:  
       Emergency Appropriation  
       Supplemental Appropriation  
       Budget Transfer  
  X   CONTRACT:  
  X   Renewal  
       New  
       Amendment

       GRANT APPLICATION  
       ORDINANCE  
       Amendment to Ord. #                                   
       PLAN  
       OTHER

**DOCUMENT / AGENDA TITLE:**

Jury+ Jury Management System Software Maintenance Agreement; Addendum No. 1

**APPROVAL AUTHORITY:**

EXECUTIVE   X   COUNCIL         
 CITE BASIS   SCC 3.04.140(2)  

HANDLING: NORMAL   □   EXPEDITE   X   URGENT        DEADLINE DATE   11/30/10  

**PURPOSE:**

Renewal of annual maintenance agreement for jury management software and purchase of JURY+ Shoebox ARM (Address Replacement Module)

**BACKGROUND:**

Renewal of the annual maintenance agreement for jury management software that serves the Superior and District Courts in Snohomish County. Jury+ has been utilized by this County since 1990, with an upgrade to the software completed at the beginning of 2003 and another upgrade to include web and imaging in 2010.

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.

Jury+ Shoebox ARM (Address Replacement Module) is a one time software purchase which allows us to remain in compliance with USPS requirements of having juror addresses updated in our database every 95 days so that we may receive bulk mail rates, saving us \$.07 per piece.

Current maintenance contract expires November 30, 2010.

**FISCAL IMPLICATIONS:**

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	1ST 6 YRS
505 514 880 4801	13.650		
002 5372354101	1.050		
TOTAL	14.700		

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

**DEPARTMENT FISCAL IMPACT NOTES:**

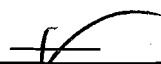
Funding available within the current 2010 budget.

BUDGET REVIEW:


Analyst



Administrator



Recommend Approval

**CONTRACT INFORMATION:**

ORIGINAL	<input checked="" type="checkbox"/>	CONTRACT #	_____	AMOUNT	<b>\$14,700</b>
AMENDMENT	_____	CONTRACT #	_____	AMOUNT	<b>\$</b>

**CONTRACT PERIOD:**

ORIGINAL	Start	<b>12/1/2010</b>	End	<b>11/30/2011</b>
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:**

DIS has reviewed and approved.

**ELECTRONIC ATTACHMENTS :** (List & include path & filename for each, e.g. G:\ECAF\deptname\docname\_Motion)**NON-ELECTRONIC ATTACHMENTS:**

Original JSI Maintenance Agreement (2); Addendum No. 1 (2)



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

JURY+ *Next Generation*  
JURY+ Solution Suite  
JURY+ Shoebox ARM

The annual maintenance fees for the above listed Programs for the period December 1, 2010, through November 30, 2011, are as follows:

Premium Plan	\$ 21,149
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (one juror load per year)
	\$ 24,149
	(\$ 10,499) (Minus 1 <sup>st</sup> years payment which is included in Solutions Suite Contract)
<b>Total</b>	<b>\$ 13,650</b>

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 and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference:

**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 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

**ORIGINAL**

JURY+ Jury Management System  
Software Maintenance Agreement  
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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.

- 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. However, access to the Customer network will only be granted in accordance with the attached County Remote Vendor Network Access policy and procedure documents.
- 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, and Snohomish County Travel Expense Policy #1211, 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.

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

**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.

**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 18% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed and 20% of the non-discounted published license price on the Solution Suite, at the time of installation.
- 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

JURY+ Jury Management System  
Software Maintenance Agreement  
Terms and Conditions  
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charge for +4 Maintenance is \$1,100/day (plus expenses) with a three-day minimum.

The Customer shall pay on December 1, 2010; the full annual charge set forth on page 1 for maintenance and support services for the period December 1, 2010, through November 30, 2011.

**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 to fund this agreement 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.

**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

JURY+ Jury Management System  
Software Maintenance Agreement  
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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.

**Indemnification / Hold Harmless**

JSI shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JSI and the County, its officers, officials, employees, and volunteers, JSI's liability hereunder shall be only to the extent of JSI's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes JSI's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**11. Insurance Requirements**

- a. JSI shall obtain and maintain continuously for the term of this contract, at JSI's own expense, primary Commercial General Liability Insurance, Automobile Liability Insurance and Professional Technical Insurance with minimum limits of \$1,000,000 to indemnify for the activities and services of this contract. Claims made Commercial General Liability insurance will not be accepted. 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 name 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. Professional Technical Liability Insurance is written on a claims-made form and the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall state the retroactive date. Claims made form coverage shall be maintained by JSI, at JSI's own expense, for a minimum of three years following the termination of this contract.
- d. JSI shall annually provide the County with proof of renewal.

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

- e. JSI shall provide the County a certificate of insurance as naming the County as an additional insured with the additional insured endorsement Approval of insurance is a condition precedent to approval of this contract by Risk Manager.
- f. Upon written request, the County reserves the right to receive copies of any insurance policy.

**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.

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

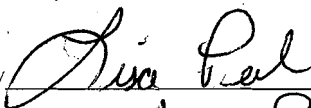
- h. This Agreement may be modified only by a writing signed by authorized representatives of each party. The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the State of Washington and that any lawsuit regarding this Agreement must be brought 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.
- k. If the Customer fails to purchase Standard or Premium JURY + maintenance or is such maintenance is terminated, Customer will not be entitled to receive maintenance services for JURY+. To reinstate such services, Customer must pay one hundred (100) percent of maintenance fees for all periods during which maintenance was not in effect. .
- l. If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- 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.

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.

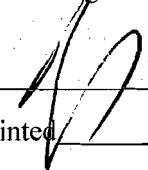
JURY+ Jury Management System  
Software Maintenance Agreement  
Terms and Conditions  
Page 8 of 8

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

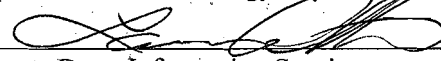
JSI  
Jury Systems Incorporated  
15760 Ventura Blvd., Suite A-16  
Encino, California 91436

By   
Name Printed Lisa Perl  
Title Controller  
Date 10-26-10

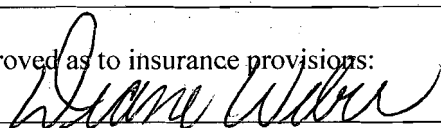
Customer  
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By   
Name Printed PETER B. CAMP  
Title Executive Director  
Date 11/4/10

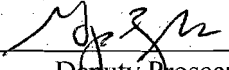
Approved as to technology requirements:

By   
Dept. Information Services  
Date \_\_\_\_\_

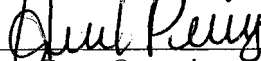
Approved as to insurance provisions:

By   
Risk Management  
Date 10-20-10

Approved as to form only:

By   
Deputy Prosecuting Attorney  
Date 10/21/10

Approved as to form only:

By   
Court Operations Manager - Clerk  
Date 10-22-10



## Software Maintenance Agreement Service Level Requirements

### 1. Definitions.

"Enhancements" means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

"Error" means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

"Major Release" means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the left of the decimal point (e.g., 3.0).

"Update Release" means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, that is identified by a new numeral to the right of the decimal point (e.g., 3.1).

"Release" means a Major Release or a Minor Release.

"Service Pack" (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as "Critical" or "Non-critical" at Vendor's sole discretion.

"Software" has the meaning given in the Software License Agreement between Vendor and Licensee.

"Technical Support Contacts" has the meaning given in Section 8 below.

**2 Support Obligations.** This policy details Vendor's support services obligations to Licensee ("Support Services").

**3. Error Reporting.** The Technical Support Contacts may report Errors by any one of the following means:

Telephone: Available 24x7, Live response during standard service hours  
Toll free within the United States: 877-582-3450  
After-hours pager response service for Severity 1 issues

E-Mail: Available 24x7, Live response during standard service hours  
Address:  
After-hours pager response service for Severity 1 issues

Standard service hours are 8:00AM – 5:00PM Monday to Friday PST, excluding all public holidays. Annual fees for Standard support are 18% of the license fees for the supported Software for the first 3 years (which dollar amount is subject to a 2% annual increase thereafter).

**4. Response.** If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided, that, Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

"Response" is defined as assignment of a Vendor support specialist to resolve Licensee's Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue". "Case Resolution" is defined as Vendor having provided an answer, work around, Service Pack or Minor Release to resolve a support incident.

If a Severity 1 Error is not resolved within 8 business hours of being reported, Vendor will within 24 hours of request of Licensee send a support engineer onsite to assist with the resolution.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor's receipt of Customer's written notice requesting such a change.

**5. Enhancements.** During the term of Vendor's Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee's option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,400 per day, plus travel expenses. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

**6. Conditions for Providing Support.** Vendor's obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor's Customer Support Center or via remote access to Licensee's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis or obtain a quote for performing such Support Services. All remote access by Vendor shall comply with Licensee's network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee's system.

**7. Exclusions from Vendor's Support Services.** Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee's negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor's obligations do not cover business processes authored using the Software.

**8. Releases Supported.** Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the "Current Release"), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.

9. **Escalation Path For Technical Support Issues.** If Licensee is not satisfied with the technical support provided by Vendor, Licensee shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.

10. **Renewal.** The Support Service Agreement shall renew for additional one (1) year upon issuance of a purchase order for the annual fee.

Vendor shall provide Licensee ninety (90) days written notice of the renewal date and any price changes for the renewal term and shall provide an invoice at least thirty (30) days prior to the renewal date. In no event shall the price of the Support Services increase within the first 3 years and shall not increase more than two percent (2%) in any renewal period thereafter. Invoices for Maintenance Fees shall be due within thirty (30) days of the receipt of invoice.

**Support Severity, Response and Resolution Table**

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> <li>Complete inability to use the Software and there is no reasonable Workaround; or</li> <li>Severely limited ability to use major functionality of the Software and there is no reasonable Workaround.</li> </ul>	1 Service Hour	<ul style="list-style-type: none"> <li>Immediate engagement of Technical Product Specialist</li> <li>Immediate notification of Support Manager.</li> <li>Further escalation to Senior Developer.</li> </ul>	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> <li>Severely limited ability to use major functionality of the Software; or</li> <li>Complete inability to use minor functionality of the Software</li> </ul>	4 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> <li>Limited ability to use major functionality of the Software; or</li> <li>Minor errors in functionality of the Software.</li> </ul>	8 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist.</li> <li>Further escalation to development staff.</li> </ul>	10 business days unless otherwise agreed by the parties.
Severity 4 Low Impact	<ul style="list-style-type: none"> <li>General inquiries on the use of a Software module; or</li> <li>Minor cosmetic errors, e.g. in layout and formatting; or</li> <li>Extreme boundary conditions which are unlikely in normal use.</li> </ul>	24 Service Hours	<ul style="list-style-type: none"> <li>Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist</li> <li>Further escalation to development staff.</li> </ul>	As mutually agreed to by the parties.
Severity 5	<ul style="list-style-type: none"> <li>Feature Requests.</li> </ul>	40 Service Hours	<ul style="list-style-type: none"> <li>As available.</li> </ul>	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact		Lead Support Engineer			
Final Contact		Vice President, Professional Services			



**JURY SYSTEMS**  
INCORPORATED

**Addendum No. 1**

THIS ADDENDUM NO. 1 to that certain Software License dated October 23, 2002, (the "Agreement") is made by and between Jury Systems Incorporated ("JSI"), a California corporation, and Snohomish County ("County"), a political subdivision of the State of Washington. In consideration of the mutual benefit to both parties, the parties agree that the Agreement be amended as follows:

JSI shall license JURY+ Shoebox ARM (Address Replacement Module) to County as specified in the attached Exhibit A-1.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AS AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT.

JSI  
Jury Systems Incorporated  
Encino, California

By Mary O'Donnell  
Mary O'Donnell

Director of Sales

Date 10-26-10

COUNTY  
Snohomish County

By Peter B. Camp

Name Printed PETER B. CAMP  
Executive Director

Title \_\_\_\_\_

Date 11/4/10

Approved as to form

[Signature] 10/21/10  
Deputy Prosecuting Attorney

**ORIGINAL**



**JURY SYSTEMS**  
INCORPORATED

**Exhibit A**

Description	Qty	Price	Cost
a. JURY+ Shoebox ARM (Based on 827,999 records)	1	\$900	\$900
b. Shoebox ARM Processing (3x Annually)	3	\$50	\$150
<b>TERMS</b>			
License and Processing Fees Due Upon Receipt of Order		100%	\$1050
<b>Grand Total</b>			<b>\$1050.00</b>

**NOTE:** Shoebox ARM processing will occur three times per year at a cost of \$50.00 each time. Maintenance fees are included in the Annual Jury+ Maintenance Contract.

## **JURY+ JURY MANAGEMENT SYSTEM SOFTWARE MAINTENANCE AGREEMENT TERMS AND CONDITIONS**

This JURY + Jury Management Software Maintenance Agreement (the "Agreement") is made between Jury Systems Incorporated, a California corporation duly licensed to do business in Washington State, ("JSI") and Snohomish County, a political subdivision of the State of Washington, (the "County" or "Customer") for the maintenance and improvement of the JURY+ Software and Related Documentation (hereinafter collectively referred to as "Programs") comprised of JURY+ *Next Generation*, JURY+ Solution Suite, and JURY+ Shoebox ARM.

### **RECITALS**

Whereas, JSI is the creator and vendor of certain software database products, commonly known as the "JURY+ Jury Management System," that are used for jury business functions, including: summoning, rescheduling,, dismissal, attendance, courtroom assignment and other related tasks.

Whereas, the County originally purchased the Jury + Software pursuant to that certain Agreement dated October 23, 2002 (the "Original Agreement"), by and between the County and JSI.

Whereas, between the date of the Original Agreement and this Software and Maintenance Agreement the County and JSI have executed several amendments to the Original Agreement, including but not limited to: (i) Amendment 1, executed on November 19, 2003, (ii) Amendment 2, executed on December 15, 2004, (iii) Amendment 3, executed on October 27, 2005, (iv) Amendment 4, executed on December 7, 2006, (v) Amendment 5, executed on December 8, 2007, (vi) Amendment 6, executed on January 8, 2009, (vii) Amendment 7, executed on November 18, 2009, and (viii) Amendment 8, executed on November 4, 2010. as modified by these amendments the Original Agreement shall be called the "Agreement."

Whereas, in order to maintain and improve the JURY+ Jury Management System, JSI provides maintenance and support plans, the County desires to purchase from JSI a maintenance and support plan for improvement of the JURY + Management System, under the terms and conditions described in this Agreement and in the Service Level Requirements detailed in Appendix A, attached hereto and incorporated herein by this reference

Now therefore, in consideration for the mutual covenants and agreements herein, the parties agree as follows:



## **1. Premium JURY+ Maintenance and Standard Support Requirements**

- a. The standard support requirements described in this section are in addition to any support requirements specified in Appendix A.
- b. If the Programs malfunction and fail to perform as described in the JURY+ User Tutorial provided by JSI, JSI will identify the source of the malfunction, determine the cause of the malfunction and document its findings.
- c. 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
- d. JSI shall provide 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.
- e. 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.
- f. 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. However, access to the Customer network will only be granted in accordance with the County Remote Vendor Network Access policy and procedure documents.
- g. If the services specified in sections 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, and Snohomish County Travel Expense Policy #1211, such expenses may be incurred only after prior Customer approval. JSI agrees to obtain the Customer's 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.

**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. Charges and Schedule of Payment**

The annual maintenance fees for JURY+ *Next Generation*, JURY+ Solution Suite, and JURY+ Shoebox ARM for the Initial Term shall be as follows:

Premium Plan	\$ 21,149
+1 Plan	\$ 0
+2 Plan	\$ 0
+3 Plan	\$ 3,000 (one juror load per year)
	\$ 24,149
Sub-Total:	\$ 24,149
WA State Sales Tax:	\$ 2,222



Grand Total:               \$ 26,371

Provided that the Customer load remains the same, annual maintenance fees shall remain "Firm-Fixed" for the initial three (3) years (Initial Term plus two renewal terms). Subsequent one (1) year renewal term rates may be increased but may not exceed Two Percent (2%) from the preceding year. The Customer reserves the right to review and approve any price increase prior to authorizing payment.

Charges set forth in this paragraph are for the services specified herein and described in paragraphs 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 18% of the non-discounted published license price, at the time of installation, for the JURY+ configuration installed and 20% of the non-discounted published license price on the Solution Suite, at the time of installation.
- 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 in accordance with Page 1 of this Agreement, 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 add on.

The Customer shall pay annually, on or before the anniversary date of December 1, and for each subsequent one (1) year agreement renewal, provided that JSI submits an invoice to the Customer to allow for a Net Thirty (30) Day payment. The full annual charge set forth in this paragraph for maintenance and support services shall apply.

#### **8. Term and the affect of Termination of Agreement**

- a. The Initial Term of this Agreement will commence on December 1, 2011, and continue for a one (1) year ("Initial Term"). At the expiration of the Initial Term this Agreement will renew automatically for successive one (1) year renewal terms ("Renewal Term"), provided that (i) payment is made by the Customer in accordance with this Agreement, or (ii) this Agreement is not terminated in accordance with paragraph 8(b).
- b. The Customer may terminate at any time for any reason and shall provide thirty (30) days written notice to JSI. In that event, JSI will not provide Customer with any enhancements to the Programs which are released within the thirty (30) day period before the effective date of expiration. However, prior to the thirty (30) day notice of termination, if JSI completes investigative services under paragraph 1(a) or corrective services under paragraphs 1(b), 1(c) and 1(d), the Customer shall pay for such investigative or corrective services.
- c. Notwithstanding the foregoing, termination of this Agreement by the Customer upon failure of appropriation to fund this agreement may occur as provided in paragraph 13(m).



## **9. Limitation of Warranty**

JSI agrees that all services provided pursuant to 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.

## **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. INDEMNIFICATION**

Indemnification requirements are set for in Section 7 of the Original Agreement.

## **12. Insurance Requirements**

- a. JSI shall obtain and maintain continuously for the term of this contract, at JSI's own expense, primary Commercial General Liability Insurance, Automobile Liability Insurance and Professional Technical Insurance with minimum limits of \$1,000,000 to indemnify for the activities and services of this contract. Claims made Commercial General Liability insurance will not be accepted. 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 name Snohomish County, its officers, elected officials, agents, and employees as an additional insured, and shall not be reduced or canceled without thirty (30) days' written prior notice to the County.
- c. Professional Technical Liability Insurance is written on a claims-made form and the retroactive date shall be prior to, or coincident with, the date of this contract, and the policy shall state the retroactive date. Claims made form coverage shall be maintained by JSI, at JSI's own expense, for a minimum of three years following the termination of this contract.
- d. JSI shall annually provide the County with proof of renewal.



- e. JSI shall provide the County a certificate of insurance as naming the County as an additional insured with the additional insured endorsement Approval of insurance is a condition precedent to approval of this contract by Risk Manager.
- f. Upon written request, the County reserves the right to receive copies of any insurance policy.

### 13. General Conditions

- a. **Independent Contractor.** 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. **Ownership of Documentation.** 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. **Access to Books and Records.** 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.
- d. **Compliance with the Law.** JSI shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- e. **Non-Assignment.** JSI shall not assign any of its rights, duties or obligations under this Agreement without the prior express written consent of Snohomish County.
- f. **Order of Precedence.** 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.
- g. **Taxes Not Included.** 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.
- h. **Force Majeure.** 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.
- i. **Reinstatement of Maintenance Service Following Termination.** If the Customer fails to purchase 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 one hundred percent (100%) of maintenance fees for all periods during which maintenance was not in effect.



- j. **Source Escrow.** If the Customer does not purchase either Standard or Premium JURY+ Maintenance, the Customer is not eligible to receive further source code updates placed in escrow for the Customer in the event JSI is unable to maintain JURY+. However, should the Customer reinstate JURY+ Maintenance, including all applicable fees, JSI will provide all the updates to the then current software source code version placed in escrow.
- k. **Ratification.** Execution of this Agreement constitutes ratification by the Customer of the work performed on its behalf prior to formal execution of this Agreement. Payment for services rendered prior to formal execution of this Agreement shall be included in the annual fees, described in Section 7.
- l. **Entire Agreement.** 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.
- g. **Non-Discrimination.** It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

JSI shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this Agreement constitutes a certification by JSI of the JSI's compliance with the requirements of Chapter 2.460 SCC. If JSI is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and immediate termination at the County's discretion. This provision shall not affect the JSI's obligations under other federal, state, or local laws against discrimination.
- h. **Federal Non- Discrimination.** The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.
- i. **Public Records.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement,



whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

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

JSI  
Jury Systems Incorporated  
1985 Yosemite Ave., Suite 135  
Simi Valley, CA 93063

By [Signature]  
Title Controller

Customer  
Snohomish County  
3000 Rockefeller Avenue  
Everett, Washington 98201

By [Signature]  
Title GARY HAAKENSEN  
Deputy County Executive

Approved as to technology requirements:

By [Signature]  
Dept. Information Services

Approved as to insurance provisions:

By [Signature]  
Risk Management

Approved as to form only:

By [Signature] 4/18/12  
Deputy Prosecuting Attorney

COUNCIL USE ONLY	
Approved:	<u>5-9-12</u>
Docfile:	<u>D-2</u>



## Appendix A Jury+ Jury Management System

### Software Maintenance Agreement Service Level Requirements

#### 1. Definitions.

“Enhancements” means all improvements, extensions, modifications, upgrades, updates, fixes and additions to or of the Software that Vendor markets or makes generally available to its customers from time-to-time to correct deficiencies and/or to improve or extend the capabilities of the Software, including all Patches and new Versions and Releases of the Software.

“Error” means either (a) a failure of the Software to conform to the specifications set forth in the Documentation, resulting in the inability to use, or restriction in the use of, the Software, and/or (b) a problem requiring new procedures, clarifications and/or additional information.

“Major Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, which is identified by a new numeral to the left of the decimal point (e.g., 3.0).

“Update Release” means a new version of the Software released by Vendor to its end user customers generally, during the Support Services term, which is identified by a new numeral to the right of the decimal point (e.g., 3.1).

“Release” means a Major Release or a Minor Release.

“Service Pack” (also referred to as a patch or update) means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee. A Service Pack may be designated as “Critical” or “Non-critical” at Vendor’s sole discretion.

“Software” has the meaning given in the Software License Agreement between Vendor and Licensee.

“Technical Support Contacts” has the meaning given in Section 8 below.

#### 2 Support Obligations. This policy details

Vendor’s support services obligations to Licensee (“Support Services”).

**3. Error Reporting.** The Technical Support Contacts may report Errors by any one of the following means:

Telephone: Available 24x7, Live response during standard service hours

Toll free within the United States: 877-582-3450

After-hours pager response service for Severity 1 issues

E-Mail: Available 24x7, Live response during standard service hours

Address:

After-hours pager response service for Severity 1 issues

Standard service hours are 8:00AM – 5:00PM Monday to Friday PST, excluding all public holidays. Annual fees for Standard support are 18% of the license fees for the supported Software for the first 3 years (which dollar amount is subject to a 2% annual increase thereafter).

**4. Response.** If an Error has been corrected in a Minor Release, Licensee may, at its sole option, install and implement the applicable Minor Release; provided that, Vendor shall have no further support obligation with respect to such Error if Licensee chooses not to install the Minor Release. If such Error has not been corrected in a Minor Release, the Service Pack may be provided in the form of a temporary fix, procedure or routine, to be used until a Minor Release containing the correction is available.

“Response” is defined as assignment of a Vendor support specialist to resolve Licensee’s Error/Issue and a contact call (or remote login) from this specialist to Licensee to begin troubleshooting the Error/Issue”. “Case Resolution” is defined as Vendor having provided an answer, work around,



Service Pack or Minor Release to resolve a support incident.

If a Severity 1 Error is not resolved within 8 business hours of being reported, Vendor will within 24 hours of request of Licensee send a support engineer onsite to assist with the resolution.

The response times, 24x7 coverage, and Staff Commitment & Escalation in Support Severity, Response and Resolution Table above apply only to post go-live Production environments.

In the event that the Condition of a logged Incident materially changes such that the Incident now meets the Conditions of a higher or lower Severity Code, then such Incident shall be re-classified as, and shall then follow the Response Time of: a higher Severity Code, upon Vendor's receipt of Customer's written notice requesting such a change.

**5. Enhancements.** During the term of Vendor's Support Services obligations, Vendor shall make Enhancements available to Licensee if, as and when Vendor makes such Enhancements generally available to its end user customers. At Licensee's option, Vendor shall provide installation or integration services for such Enhancements in the manner set forth in a separate professional services agreement and applicable statement of work between the parties, and at the rate of \$1,100 per day, plus travel expenses with a three-day minimum add on.. Vendor in its discretion may deliver Service Packs integrated into a complete release of the Software, in which case the release will be designated by a second numeral to the right of the decimal (e.g., 4.1.1 or 4.1 SP1).

**6. Conditions for Providing Support.** Vendor's obligation to provide Support Services is conditioned upon the following: (a) Licensee makes reasonable efforts to correct the Error after consulting with Vendor; (b) Licensee provides Vendor with sufficient information and resources to correct the Error either at Vendor's Customer Support Center or via remote access to Licensee's site, as well as access to the personnel, hardware, and any additional software involved in discovering the Error; (c) Licensee promptly installs all Minor Releases and

Critical Service Packs; and (d) Licensee procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Software and allow Vendor to provide the Support Services. If Licensee requests that any Support Services be provided onsite, Licensee shall compensate Vendor on a time and materials basis or obtain a quote for performing such Support Services. All remote access by Vendor shall comply with Licensee's network security rules. Vendor shall promptly notify Licensee if it experiences problems remotely accessing Licensee's system.

**7. Exclusions from Vendor's Support Services.** Vendor is not obligated to provide Support Services in the following situations: (a) the Software has been changed, modified or damaged (except if under the direct supervision or direction of Vendor); (b) the Error is caused by Licensee's negligence, hardware malfunction or other causes beyond the reasonable control of Vendor; (c) the Error is caused by third party software not licensed through Vendor; (d) Licensee has not installed and implemented critical Service Packs or recent Minor Release(s) so that the Software is a version supported by Vendor; or (e) upon 30 days prior written notice if Vendor has not been paid the Support Services when due and Licensee has failed to cure during that 30-day notice period. In addition, Vendor's obligations do not cover business processes authored using the Software.

**8. Releases Supported.** Vendor shall have no obligation to support or maintain any version of the Software except (i) the then most current Release of the Software (the "Current Release"), (ii) the two Releases immediately preceding the Current Release, and (iii) any Release first released in the preceding twelve (12) months. Vendor shall provide one hundred eighty days prior written notice before ceasing support of a Release of the Software. If a version is End-of-Life (i.e. no longer upgraded or enhanced), help desk support only shall be provided for 12 months following End-of-Life.

**9. Escalation Path For Technical Support Issues.** If Licensee is not satisfied with the technical support provided by Vendor, Licensee



shall contact Vendor's Lead Support Engineer as the first escalation point. If Vendor's Lead Support Engineer is not available or Licensee wishes to escalate to the next level, Licensee shall contact Vendor's VP, Professional Services. Such contact persons may be changed from time-to-time at the sole discretion of Vendor, upon written notice to Licensee.

**10. Renewal.** The Support Service Agreement shall renew for additional one (1) year upon issuance of a purchase order for the annual fee. Vendor shall

provide Licensee ninety (90) days written notice of the renewal date and any price changes for the renewal term and shall provide an invoice at least thirty (30) days prior to the renewal date. In no event shall the price of the Support Services increase within the first 3 years and shall not increase more than two percent (2%) in any renewal period thereafter. Invoices for Maintenance Fees shall be due within thirty (30) days of the receipt of invoice.

**Support Severity, Response and Resolution Table**

Severity Code	Condition	Response	Staff Commitment & Escalation (as required)	Case Resolution (business days)
Severity 1 Urgent / Catastrophic Impact	<ul style="list-style-type: none"> <li>• Complete inability to use the Software and there is no reasonable Workaround; or</li> <li>• Severely limited ability to use major functionality of the Software and there is no reasonable Workaround.</li> </ul>	1 Service Hour	<ul style="list-style-type: none"> <li>• Immediate engagement of Technical Product Specialist</li> <li>• Immediate notification of Support Manager.</li> <li>• Further escalation to Senior Developer.</li> </ul>	3 business days unless otherwise agreed by the parties.
Severity 2 High Impact	<ul style="list-style-type: none"> <li>• Severely limited ability to use major functionality of the Software; or</li> <li>• Complete inability to use minor functionality of the Software</li> </ul>	4 Service Hours	<ul style="list-style-type: none"> <li>• Escalation from Support Desk Representative to Technical Product Specialist</li> <li>• Further escalation to development staff.</li> </ul>	5 business days unless otherwise agreed by the parties.
Severity 3 Medium Impact	<ul style="list-style-type: none"> <li>• Limited ability to use major functionality of the Software; or</li> <li>• Minor errors in functionality of the Software.</li> </ul>	8 Service Hours	<ul style="list-style-type: none"> <li>• Escalation from Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist.</li> <li>• Further escalation to development staff.</li> </ul>	10 business days unless otherwise agreed by the parties.
Severity	<ul style="list-style-type: none"> <li>• General inquiries on</li> </ul>	24 Service	<ul style="list-style-type: none"> <li>• Escalation from</li> </ul>	As mutually agreed to by the

4 Low Impact	the use of a Software module; or <ul style="list-style-type: none"> <li>Minor cosmetic errors, e.g. in layout and formatting; or</li> <li>Extreme boundary conditions which are unlikely in normal use.</li> </ul>	Hours	Support Desk Representative to Senior Support Desk Representative, then to Technical Product Specialist <ul style="list-style-type: none"> <li>Further escalation to development staff.</li> </ul>	parties.
Severity 5	<ul style="list-style-type: none"> <li>Feature Requests.</li> </ul>	40 Service Hours	<ul style="list-style-type: none"> <li>As available.</li> </ul>	As mutually agreed to by the parties.

Support Feature	Standard Service Hours	Extended Service Hours
Hours of Service	8:00AM – 5:00PM PST	24 X 7

Level	Name	Position	Phone #	Mobile Phone	Email
Initial Contact		Lead Support Engineer			
Final Contact		Vice President, Professional Services			



**AMENDMENT 10 TO THE  
SOFTWARE LICENSE AGREEMENT WITH JURY SYSTEMS  
INCORPORATED**

This Amendment 10 to the Software License Agreement dated October 23, 2002 (the "Original Agreement"), as amended by Amendment 1 dated November 19, 2003, Amendment 2 dated December 15, 2004, Amendment 3, dated October 27, 2005, Amendment 4 dated December 7, 2006, Amendment 5 dated December 8, 2007, Amendment 6 dated January 8, 2009, Amendment 7 dated November 18, 2009, Amendment 8 dated November 4, 2010, and Amendment 9 dated May 9, 2012 (together, hereafter the "Agreement") by and between Snohomish County, a political subdivision of the State of Washington, (the "County") and Jury Systems Incorporated, a California corporation duly licensed to do business in Washington State, ("JSI" or the "Contractor") (JSI and County collectively, the "Parties" and each a "Party").

**RECITALS**

**Whereas**, JSI is the creator and vendor of certain software database products, commonly known as the "JURY+ Jury Management System," that are used for jury business functions, including: summoning, rescheduling, dismissal, attendance, courtroom assignment, and other related tasks; and

**Whereas**, the Software and Maintenance Agreement executed between the Parties May 9, 2012, which added a maintenance and support plan for improvement of the County's JURY+ Jury Management System, shall hereafter be known as Amendment 9; and

**Whereas**, the County wishes to expand the capabilities of and add enhancements to the current system by acquiring the JURY+ Web Generation module; and

**Whereas**, the cost of implementing the additional module shall not exceed Forty-Four Thousand Eight Hundred Dollars (\$44,800.00) plus applicable sales tax; and

**Whereas**, there shall be no increase to the annual maintenance fee.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment 10, and for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree that the Agreement shall amended as follows:

1. Exhibit C - JURY+ Web Generation Description of Services and Cost Summary is attached hereto and by this reference made a part of the Agreement.
2. Section 14 Attachments is deleted in its entirety and replaced with the following:

**14. Attachments**

The following are attached hereto and by this reference made a part of the Agreement:

Exhibit A - Project Implementation Plan

Exhibit B - Technical Specifications

Exhibit C - JURY+ Web Generation Description of Services and Cost Summary

3. Except as expressly amended by this Amendment 10, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment 10 to be duly executed as of the date set forth above.

**SNOHOMISH COUNTY:**

**JURY SYSTEMS INCORPORATED:**

By \_\_\_\_\_  
Name: Ken Klein  
Title: Executive Director

By Rachel Schube  
Name: Rachel Schube  
Title: 3/26/2024

## **Exhibit C**

### **JURY+ Web Generation Description of Services and Cost Summary**

#### **A. Description of Services.**

JSI will expand the capabilities of and add enhancements to the existing JURY+ Jury Management System software through the installation of the JURY+ Web Generation module which provides a modernized, fully browser-based user interface that supports all the most common browsers including IE, Chrome, Mozilla (Firefox) and Safari.

The JURY+ Web Generation module includes the following additional features and functionality: E-Notifications (texting and emailing), document uploading, point-to-point mileage, ability to pay jurors with debit cards, and juror and case history.

- Web Solution  
JURY+ Web Solution is an online portal for the jurors to submit summons responses. Depending on the courts business rules, a juror may qualify or disqualify themselves. A juror can also reschedule themselves, upload documents, sign up for E-Notifications (text and email notices) request an excusal, update their personal information, provide demographic information, and void their information as requested by the court.
- Imaging Solution  
JURY+ Imaging (Lite) Solution is a process that creates and indexes to the juror's record an electronic image of an external document (such as medical or personal information supporting an excuse request.) The image itself is retained and indexed in a fully searchable document archive accessed through JURY+. Any supplemental documents sent to the court can be scanned as an image and indexed with the juror's identification number. The supplemental document images can be searched, viewed and printed as needed.
- Express Check-in  
JURY+ Express Check-in is a module that assists the courts in checking in jurors. The module can be run from any PC or Tablet that is running window-based operating system. Jury Systems Incorporated has developed a "Kiosk" enclosure that houses a Microsoft Surface Pro and a micro barcode reader (it can fit in the palm of a hand). The units can be configured to attach to the courts network via WiFi or ethernet cable connection.

#### **B. Cost Summary.**

County shall pay JSI for the work as specified in the table below (amount shown is before applicable tax is added) within a net thirty (30) days from receipt of a properly completed invoice.

Description	Qty	Price	Cost
<b>a. JURY+ License Fees</b>			
Web Generation Base License Fee	1	\$47,500	\$47,500
Concurrent User License Fees			
1. Block of 10 Full Use Licenses	1	\$19,500	\$19,500
<b>b. Total JURY+ License Fees</b>			\$67,000
c. Application Foundation License- County has this license already	0	\$0	\$0
d. Client Upgrade Discount on JURY+ License Fees (b. above)	1	50.00%	(\$33,500)
<b>Equipment/Hardware</b>			
<b>e. Scanner Hardware</b>			
1. Digital Wand Kits	0	\$320	\$0
2. Laser Scanner gun and cable	0	\$1,070	\$0
f. Sales Tax on a. thru e. (CA only)	0	0.000%	\$0
<b>Services</b>			
g. Project Management	1	\$6,000	\$6,000
h. Installation	1	\$2,000	\$2,000
<b>Total Non-Training Costs</b>			<b>\$41,500</b>
j. Training Charges (days)- Remote	3	\$1,100	\$3,300
k. Training Expenses (Estimated) Only if on site requested	0	\$1,200	\$0
<b>Total Training Costs</b>			<b>\$3,300</b>
<b>Maintenance</b>			
Current Annual Maintenance (No Change)		<b>Prepaid</b>	\$24,149
Premium Maintenance on Application Foundation License	0	20.0%	\$0
<b>Adjusted Annual Premium Maintenance</b>			<b>\$24,149</b>
<b>Grand Total Less Prepaid Maintenance</b>			<b>\$44,800.00</b>
<b>TERMS</b>			
Non-training Costs Invoiced to County Upon Amendment 10 Execution		50%	\$20,750.00
Non-training Costs Invoiced to County Upon Installation		40%	\$16,600.00
Non-training Costs Invoiced to County 30 Days After Installation		10%	\$4,150.00
Training Costs Invoiced to County upon Completion			\$3,300.00
Increase in Annual Maintenance			\$0.00
<b>Grand Total</b>			<b>\$44,800.00</b>