

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Amanda Hamilton, County Clerk
Brian Gleason, District Court Administrator

DATE: June 23, 2025

SUBJECT: Jury Services Maintenance Agreement

STATEMENT OF ISSUE: The Clerk's Office and District Court are in a unique position of sharing jury system administration. The Clerk is responsible for the jury source list, and District Court runs the program. The Clerk pays for the cost of qualifying jurors, and District Court has the personnel and annual software maintenance in their budget. The current system is paper based and no longer supported by the vendor. The proposed system is web based, and will streamline the entire process, as well as allow potential jurors the ability to respond to the call for service from their computer, eliminating a trip to the courthouse or postage. The web based program will also greatly reduce the need to process completed paper forms on the back end.

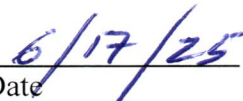
ANALYSIS: This agreement will update our jury services using the same vendor and will save paper and printing costs, postage, as well as the staff time in both departments associated with processing approximately 400 paper questionnaires every 2 weeks. IT's strong preference is for cloud based hosting solution. The transition to juror pay cards will integrate with the jury system and save the Auditor's Office the time and cost of processing juror payments, and associated escheatment of uncashed one-time payments.

FISCAL IMPACT: The proposed one-time cost is \$52,836.00 for the upgrade to the web-based jury system, juror interface set up, and migration to the cloud. The ongoing annual cost for the cloud hosted system maintenance, juror interface maintenance and juror payment debit card module is \$27,866.00. The Board has previously approved the budget appropriation.

RECOMMENDATION: Please review and approve these Agreements for Service.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: JURY SYSTEMS INC

Contract No: JURYSYSTEMS2025M

Contract For: Jury System

Term: Not to exceed 5 years

COUNTY DEPARTMENT: County Clerk, District Court
Contact Person: Amanda Hamilton, Brian Gleason
Contact Phone: 360-385-9128, 360-385-9134
Contact email: amanda.hamilton@co.jefferson.wa.us

AMOUNT: \$6,493

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 001 080

Munis Org/Obj DC51240 490411

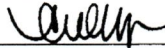
PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

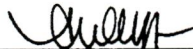
CERTIFIED: ☒ N/A: ☐


Signature

6/5/2025
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

6/5/2025
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/17/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/12/2025.
Revised with the assistance of the PAO. Thank you for making the changes.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

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

JURY+ Web Generation
JURY+ Web Solution
JURY+ Cloud Hosting

The maintenance period begins immediately upon installation of the programs. The ensuing year's maintenance period begins on the first day of the month following the month of installation.

The annual maintenance fees for JURY+ are as follows:

Premium Plan (<i>Web Generation,</i> <i>User License, Web Solution</i>)	\$ 5,743.00
+3 Plan	\$ 750.00

Total	\$ 6,493.00
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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.

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- 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.
- c) JSI agrees to provide unlimited telephone support and VPN access services to the Customer during JSI's normal business hours. These services include answering questions, providing technical guidance with regard to the Programs, receiving trouble reports, trouble shooting system problems and other investigative services relative to the Programs. In addition, emergency support is provided on a 24x7 basis.
- d) To the extent technically feasible, JSI attempts to cause the Programs to perform in accordance with its published specifications and may load new versions of the Programs via a telecommunication connection to the Customer's JURY+ system. The Customer agrees to keep the necessary telecommunications components and connections in operation during the term of this Agreement.
- e) If the services specified in subparagraphs 1(a), 1(b), 1(c) and 1(d) require travel to the Customer's location, the Customer agrees to pay JSI's associated travel and per diem expenses. JSI agrees to obtain the Customer's prior approval before making any trips to the Customer's location.

2. +1 JURY+ Maintenance

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

3. +2 JURY+ Maintenance

+2 Maintenance is an add-on service whereby JSI periodically 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.

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4. +3 JURY+ Maintenance

+3 Maintenance is an add-on service whereby JSI periodically merges the Customer's source lists; +3 is the umbrella maintenance for 2 or more source lists. 2 source lists are included with +3; any additional source lists added will come with an additional fee per source list. These fees will be found on the Data Load Work Order Form which is completed during the Data Load. If more than 2 source lists are used the Data Load Work Order will read +4 (3 source lists), +5 (4 source lists), etc. The merge is conducted according to criteria specified by the Customer.

5. JURY+ Business Integration Consultation (BIC)

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

6. Other Systems Maintenance

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

7. Schedule of Charges and Payment

- a) The annual charge for the Premium JURY+ Maintenance specified in Paragraph 1 shall be 22% of the non-discounted published license price, at the time of installation, for all JURY+ product offerings.

The annual charge for any Oracle or Crystal Reports licenses shall be 22% of the non-discounted published license price, at the time of installation.

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

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

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The charge for +BIC is \$1,100/day (plus expenses) with a three day minimum.

The Customer shall pay the full annual charge for maintenance and support services on the anniversary date of the acceptance of the Programs.

- b) Charges for Other Systems Maintenance (see Paragraph 6) which are approved by the Customer shall be billed by JSI as incurred and shall be paid by the Customer within thirty (30) days of the invoice date.
- c) The costs and charges for services that are or may be rendered by JSI under this Agreement are subject to change but only after forty five (45) days advance written notice to the Customer.

8. Term of Agreement

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

9. Limitation of Warranty

JSI AGREES THAT ALL SERVICES COVERED BY THIS AGREEMENT SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH GENERALLY ACCEPTED DATA PROCESSING INDUSTRY STANDARDS. JSI MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO ENHANCEMENTS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT AS TO MERCHANTABILITY OR FITNESS OF SUCH ENHANCEMENTS NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED ARISING BY LAW OR OTHERWISE AS TO SUCH ENHANCEMENTS, EXCEPT AS STATED IN THIS AGREEMENT. JSI MAKES NO REPRESENTATION OR WARRANTY AS TO THE MANNER OF PERFORMANCE OF INVESTIGATIVE OR CORRECTIVE SERVICES UNDER THIS AGREEMENT, NOR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, EXCEPT AS STATED IN THIS AGREEMENT. JSI ASSUMES NO LIABILITY OR OBLIGATION OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY OBLIGATION OR LIABILITY WITH RESPECT TO LOSS OF USE, REVENUE, PROFIT OR CONSEQUENTIAL DAMAGES.

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. Indemnity

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

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

JSI shall defend at its expense any action brought against Customer and its officers, officials, employees, agents and volunteers (and their marital communities) to the extent that it is based on a claim that the Programs used within the scope hereof infringe on a United States or foreign copyright, patent, or trade secret. JSI shall indemnify and save Customer and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any award of damages and costs against Customer for any action based on copyright, patent or trade secret infringement regarding Programs involved in the performance of the tasks and services covered hereby.

Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of JSI and the Customer, its officers, officials, employees, agents and volunteers (and their marital communities) JSI's liability, including the duty and cost to defend, shall be only for the JSI's negligence. It is further specifically understood that the indemnification provided 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. This section shall survive the expiration or termination of this Agreement.

12. General Insurance Requirements.

- a) Insurance coverage shall be evidenced by one of these methods:
 - i) Certificate of insurance; or,
 - ii) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- b) Any deductibles or self-insured retention shall be declared to and approved by the County before the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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- c) Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations about indemnification of the County.
- d) The Contractor's insurers shall have no right of recovery or subrogation against the County, its officers, officials, employees, agents and volunteers (and their marital communities), it being the intention of the parties that the insurance policies so affected shall protect all the parties and shall be primary coverage for all losses covered by the above described insurance.
- e) Insurance companies issuing the Contractor's insurance policy or policies shall have no recourse against the County, its officers, officials, employees, agents and volunteers (and their marital communities) for payment of any premiums or for assessments under any form of insurance policy.
- f) All deductibles in the Contractor's insurance policies shall be assumed by and be at the sole risk of the Contractor.
- g) Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- h) Any coverage for third party liability claims provided to the County by a "Risk Pool" created under Ch. 48.62 RCW shall be non-contributory regarding any insurance policy the Contractor shall provide to comply with this Agreement.
- i) The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation otherwise due to the Contractor.
- j) The Contractor shall provide a copy of all insurance policies specified in this Agreement.
- k) Written notice of cancellation or change in the Contractor's insurance required by this Agreement shall reference the project name and agreement number and shall be mailed to the County at the following address: Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368.

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- l) The Contractor's liability insurance provisions shall be primary and noncontributory regarding any insurance or self-insurance programs covering the County, its officers, officials, employees, agents and volunteers (and their marital communities).
- m) Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, agents and volunteers (and their marital communities).
- n) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except regarding the limits of the insurer's liability.
- o) The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance coverage for subcontractors shall be subject to all the requirements stated in this Agreement. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- p) The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced.
- q) The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- r) Certificates of insurance as required by this Agreement shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- s) The County shall be named as an "additional insured" on all insurance policies required by this Agreement.
- t) The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include:
 - i) The limits of overage;
 - ii) The project name and agreement number to which it applies;

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- iii) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and,
- iv) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County.
- u) To the extent a certificate of insurance lists or refers to any endorsements solely by name, description or number it shall be the responsibility of the Contractor to obtain and provide to the Jefferson County Risk Management full and complete copy of the texts of such endorsements.
- v) If the proof of insurance or certificate indicating the County is an "additional insured" to an insurance policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

13. Commercial General Liability

- a) The Contractor shall maintain commercial general liability coverage on a form acceptable to Jefferson County Risk Management for bodily injury, personal injury, and property damage, with a limits of not less than in the amount of at least \$2 million per occurrence, for bodily injury, including death, and property damage.
- b) The commercial general liability insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i) Broad form property damage, with no employee exclusion;
 - ii) Personal injury liability, including extended bodily injury;
 - iii) Broad form contractual/commercial liability, including completed operations and product liability coverage;
 - iv) Premises – operations liability (M&C);
 - v) Independent contractors and subcontractors;
 - vi) Blanket contractual liability; and,

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- vii) Employers liability or stop gap coverage.
- c) The County, its officers, officials, employees, agents and volunteers (and their marital communities) shall be named as an additional insured party under this insurance policy.

14. Worker's Compensation (Industrial Insurance)

The Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request. Worker's compensation insurance covering all employees with limits meeting all state and federal laws. This coverage shall extend to any subcontractor without their own worker's compensation and employer's liability insurance. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, regarding the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise apply in the case of such claim. If the County incurs any costs to enforce this subsection, all cost and fees shall be recoverable from the Contractor.

15. General Conditions

- a) The heading of any paragraph contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement nor a representation as to the contents thereof.
- b) This Agreement may not be modified or changed orally, but only by a written agreement signed by both parties. The parties agree that the laws of the State of **Washington** shall govern the interpretation and legal effect of this Agreement.
- c) In the event that any legal or equitable action is instituted to enforce any of the provisions of this Agreement, each party in such action shall pay for its own attorney's fees and court costs.
- d) The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
- e) 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.

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- f) It is understood that this Agreement does not require JSI to implement enhancements to the Programs released prior to the date or commencement of services under this Agreement, and does not require JSI to provide investigative or corrective services for malfunctions that may have arisen and been reasonably discoverable before the date of commencement of services under this Agreement. If services or enhancements are necessary to bring the designated Programs to current support level on the date service commences under this Agreement, the Customer must, by separate contract, arrange for such services and enhancements.
- g) If the Customer fails to purchase 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.
- h) If the Customer does not purchase 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+.

16. Public Records Act

Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, must be kept or indexed as a public record under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), JSI agrees to maintain all records constituting public records and to produce or assist the Customer in producing such records, within the time frames and parameters in state law. JSI also agrees that upon receipt of any written public records request, JSI shall, within two business days, notify the Customer by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the Washington Public Records Act, Chapter 42.56 RCW (as may be amended).

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

JSI

Jury Systems Incorporated
Simi Valley, California

By _____

Rachel Schienbein
Director of Operations

Date _____

Jefferson County, Washington

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair Date

By: _____
Greg Brotherton, Commissioner Date

By: _____
Heather Dudley-Nollette, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

P. C. Hunsucker *6/17/2025*

Philip Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney