

11-1391 12/13/11 Item 2

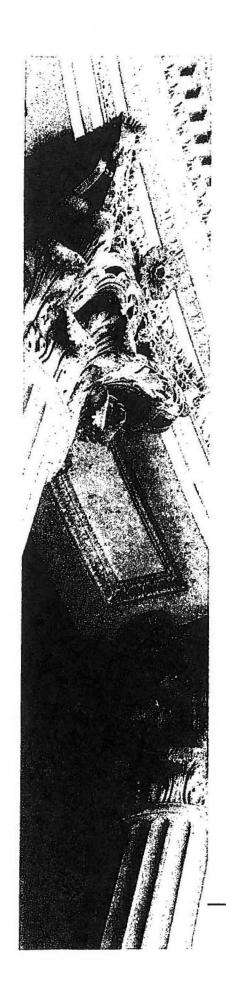
RESOLUTION NO. 200-2011

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the El Dorado County Board of Supervisors desires to allow the District Attorney's office to participate in a Consortium with CourtView to assist in the development of a web based case management system named JWorks Attorney CM.

NOW, THEREFORE, BE IT RESOLVED that the District Attorney of El Dorado County is authorized to execute, on behalf of the Board of Supervisors, the Consortium Proposal including any extensions or amendments thereof that do not increase net county costs.

PASSED AND ADOPTED by the Board of Supe	ervisors of the County of El Dorado at a regular meeting of said
Board, held the 13th day of December	, 20 11 by the following vote of said Board:
	Ayes: Briggs, Knight, Nutting, Sweeney, Santiago
Attest:	Noes: None
Suzanne Allen de Sanchez	Absent: Nane
Clerk of the Board of Supervisors	
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By: / lace / lacturand	Commer J. Thurs
Deputy Clerk	Chairman, Board of Supervisors
1	Raymond J. Nutting





Consortium Proposal

JWorks Attorney CM



October, 2011



Proprietary Notice

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Overview

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Because of your team's interest, expertise and our past success together, CourtView Justice Solutions Inc (CJS) is pleased to offer your organization the opportunity to join a consortium of DAMION Prosecutor and Public Defender customers sponsoring the development of a fully web architected attorney case management solution, JWorks Attorney CMTM.

The Need

There are several compelling forces that have prompted the development of JWorks:

Technology

Over the past several years, the development tools used to create Internet-ready software applications have substantially matured. When combined with the ready availability of high-speed Internet access, continual improvements in hardware, and the relatively low cost of infrastructure, conditions were right for the development of our next generation solution.

Market Forces

Driven primarily by budgetary constraints, solutions that require less administrative support have become more desirable. Web-architected solutions do not require individual client software loaded on users' workstations (including plug-ins), offering a truly "thin" client or "zero footprint" client. Moreover, since most users are familiar with Web browsers, JWorks will have a familiar "look and feel."

Customer Demand

Many offices and organizations insist on staying abreast of the latest "cutting edge" technology. Driven by the demands of internal IT departments, these organizations are looking for the "next generation" of enterprise software solutions to carry them into the foreseeable future.

Initial development has begun and, we have assigned some of most experienced personnel to spearhead this effort.



The Approach

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As a member of the product Consortium, your organization can derive the following direct benefits:

- Direct influence on the features, functionality, and development of JWorks Attorney
 CM
- Involvement in the functional design and planning process
- Advanced review of all new features and technology capabilities
- Full licensing for the production version of JWorks Attorney CM, which is incorporated into the cost of sponsorship and represents a fraction of the full list price

We are inviting <u>eight</u> or fewer clients to be part of this Consortium and are asking for your commitment by October 14, 2011 so that we may begin. In exchange for your input and willingness to participate, CJS is offering a substantial discount on new product prices.

The Plan

While the Consortium members and CJS will finalize several logistical and administrative items after the formation of the group, the following points are planned (or are in progress) at this point:

- Prioritized migration and/or development of DAMION features within the JWorks framework;
- Monthly status calls will begin as soon as possible, and will take place approximately monthly and according to an agreed and published schedule
- On-site meetings, if necessary, may take place every four-six months in a designated location
- A web forum for interaction between the Consortium members and CJS regarding feedback, suggestions, development plans, etc
- JWorks Attorney CM will be available for review and usage in a sandbox via the Internet for each Consortium member

Based on the level of customer involvement, this new product is targeted for completion in 2012.



Responsibilities of Consortium Members

Here are some of the responsibilities of the participating organizations.

Kick-off Meeting

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Participate in the kick-off conference call, which CJS will schedule as soon as possible.

Regular Status Calls

On a regular basis, CJS will convene "design and progress meetings" via conventional teleconference call or WebEx® conference. During these sessions, CJS will conduct a functional review of the system and present functional design issues. Consortium members will have the responsibility and opportunity to provide feedback on the new product. CJS will also review the overall status of the project and discuss upcoming development plans.

On-site Reviews

Every four-six months, CJS will conduct an on-site review at a designated location. Consortium members will be encouraged to participate in these reviews in person. Issues pertaining to the design, usability, and technology will be discussed during these sessions. CJS will also review the overall status of the project and discuss upcoming development plans and milestones.

Feedback and Testing

Consortium members will provide feedback pertaining to design, usability, and technology within reasonable time frames according to the project plan.

Beta Evaluation

Upon completion of the principal development and testing of the proposed application ("alpha" testing), Consortium members may conduct field tests of the system. "Beta" code will be deployed in a test environment that enables Consortium members to emulate a "production" setting. Beta testing will ultimately determine the operational effectiveness of the application in terms of its functionality, usability, and performance. CJS will make all necessary test-related revisions in preparation for the first production release of the application.



Consortium Member Fees

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Consortium membership fees are based on your organization's size using our existing named user pricing structure and the number of existing licensed modules. Consortium Members will receive discounts on the software license and a discount on implementation services.

Consortium Member Fees

As with our tradition and per standing agreements, existing licensed DAMION modules will be delivered under the new JWorks architecture with no additional license fees. However existing licensed DAMION modules will be renamed under the new JWorks branding and identity. In addition to your existing licensed modules, a license for the JWorks Enhancement Module will be necessary to make the migration from DAMION to JWorks Attorney CM. The Pricing shown on the following page contains a substantial discount over the price for which the module will sell when complete and commercially available.

Payment Schedule

CJS will structure a payment schedule as follows:

- The first year's annual maintenance will be due by the Consortium start date of July 1, 2011 and prorated through December 31, 2011.
- The license fees will be due upon the delivery of the beta version.
- Services will be invoiced monthly in arrears as delivered. Please note these are implementation services (not development services) and will not begin until you choose to begin your implementation.

The JWorks Attorney CM Consortium is moving forward and beginning soon. To participate, CJS needs to receive this signed Intent to Proceed by **October 14, 2011**.





Pricing Schedule

Date: October 10, 2011 Valid through: December 30, 2011

Customer:

Goviniview Justice Solutions line

El Dorado District Attorney's Office

Placerville, CA

Project: JWorks Attorney CM DAMON Migration & Enhancement Module

JWorks

10 001			
tem #	Named Users/Q	ty Unit Price	Net Price
SOFTWARE			
New Modules/Software			
JWorks Enhancement Module	53	\$900	\$47,70
JWorks eDisclosure eService Module	N/A	N/A	\$9.54
JWorks eReferral eService Module	NA	N/A	\$9.54
Existing Licensed Modules			40,0
JWorks Criminal Module (Adult & Juvenile)		N/C	N/
JWorks Victim/Wilness Module		N/C	N/
JWorks Investigations Module		N/C	N
JWorks Discovery Module		NC	N
JWorks LinX Integration Module		N/C	N/
Software Subtotal			\$66,78
JWorks Consortium Member Discount		(75%)	(\$35,775
JWorks eReferral & eDisclosure Module Discount		(100%)	(\$19,080
Software Total		(1.00.10)	\$11,92
NNUAL SOFTWARE MAINTENANCE			
Software Maintenance & Support (1st year)			\$14,69
Effective immediately, but will be proreted to coincide with current	maintenance tem	7	
This maintenance amount is incremental to the current DAMION m	aintenance		
Annual Maintenance Subtotal			\$14,69
JWorks Consortium Member Discount		(40%)	(\$5,877
Annual Maintenance Total (1st Year)	10		\$8,81
PROFESSIONAL SERVICES			
	Est Hours	Hourly Rate	Est Total
JWorks Migration Services		Account of the secondary	
Project Management services (remote)	80	\$175	\$14,00
Software Installation (remote)	40	\$175	\$7.00
System Administration Training (on-site)	40	\$175	\$7.00
End User Training (on-site)	40	\$175	\$7.00
DAMION to JWorks Data Migration (on-site)	40	\$175	\$7.00
Configuration/Testing (remote)	40	\$175	\$7.00
Estimated Services Subtotal			\$49,00
JWorks Consortium Member Discount		(\$25)	(\$7,000
Estimated Travel Expenses			\$8,00
Estimated Services Total		***************************************	\$50,00
			••
otal Price, excluding applicable taxes			\$70,74
		700.100	
ccepted: Print Name / Signature		Date:	

Notes

- 1 Customer agrees that this Pricing is based on a Time and Materials estimate of services. Actual costs may vary.
- 2 Amounts exclude ell applicable taxes. Taxes are the responsibility of the Customer.
- 3 "N/C" means "no cost" license update per the terms of the existing Agreement between Customer and CJS.
- 4 "N/A" means "not applicable" license is a flat software module price
- 5 eDisclosure and eReferral eServices modules are being provided at a 75% Loyal Customer discount.
- 6 License and Service Pricing reflects a "Consortium Member" discount.
- 7 The Migration to JWorks requires compatible web servers in addition to the existing DAMION database, file and Discovery servers that currently exist. Server HW, third-party software, and installation costs are not included in above pricing.
- 8 Services are estimated and will be involced monthly in arrears as delivered. Actual number of hours required to deliver Services may be less than or greater than those estimated above.
- 9 Licenses and Services will be invoiced and due as modules are delivered in Beta.
- 10 First year's maintenance will be invoiced and begin on July 1, 2011.

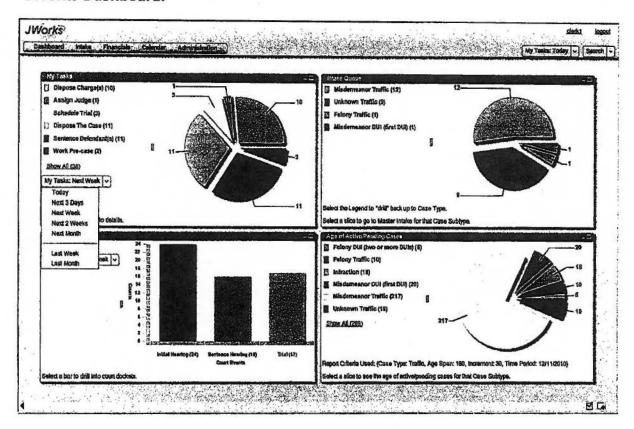


Intent to Proceed Customer Authorized Signature CJS Inc. Authorized Signature Very Pierce, District Attorney Printed Name and Title Printed Name and Title Date Date

Attachment A – Sample Product Direction

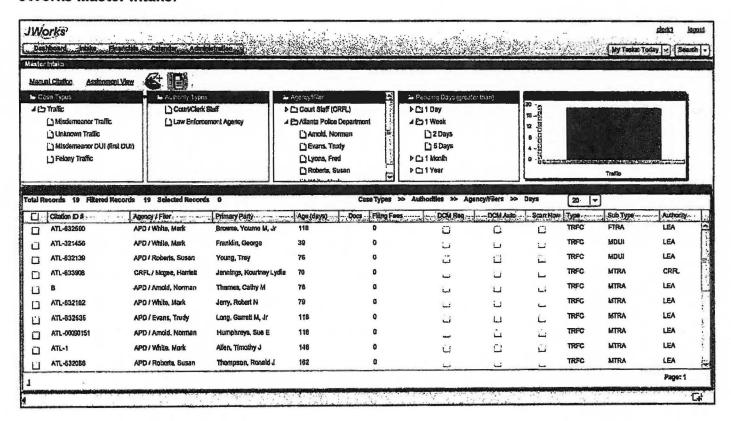
The following screen shots are representative of what CJS is developing as part of the JWorks offering.

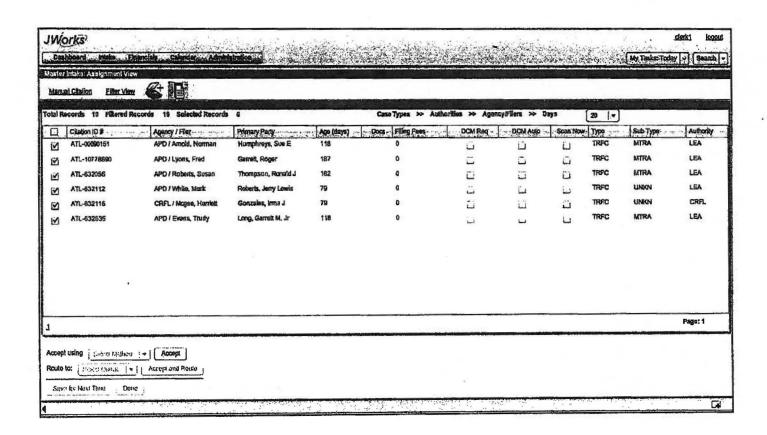
JWorks Dashboard:



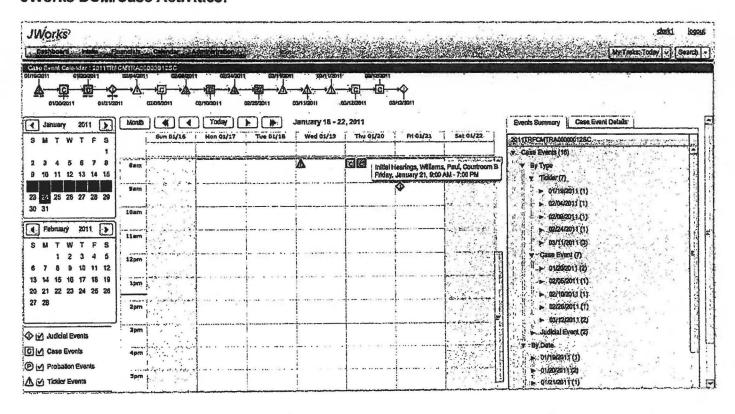


JWorks Master Intake:



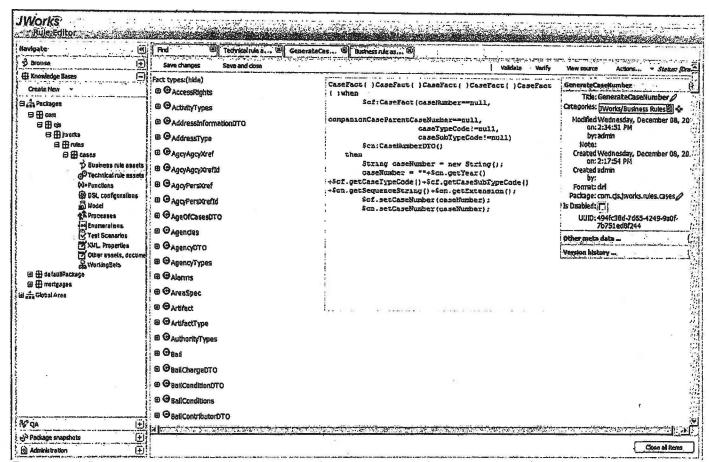


JWorks DCM/Case Activities:



JWorks Rules Engine/Editor:

Countries have endouded by



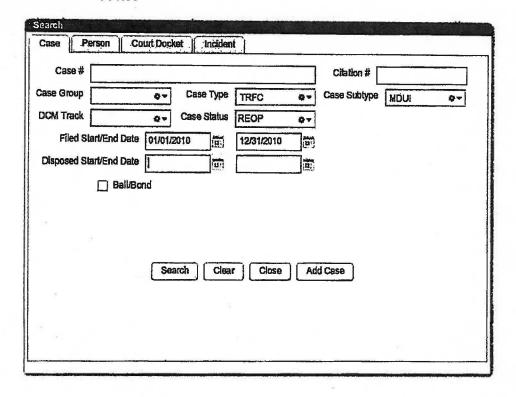
Example of JWorks Rules Editor; rules are assembled, packaged and versioned; All rules can be exposed through JWorks for maintenance by a system administrator certified by CJS

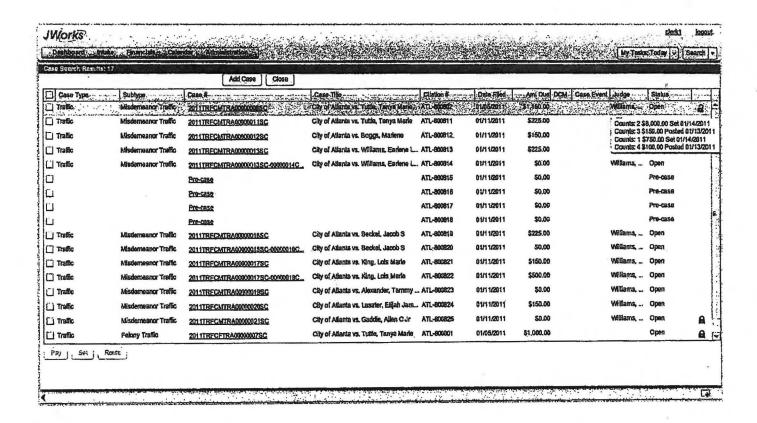


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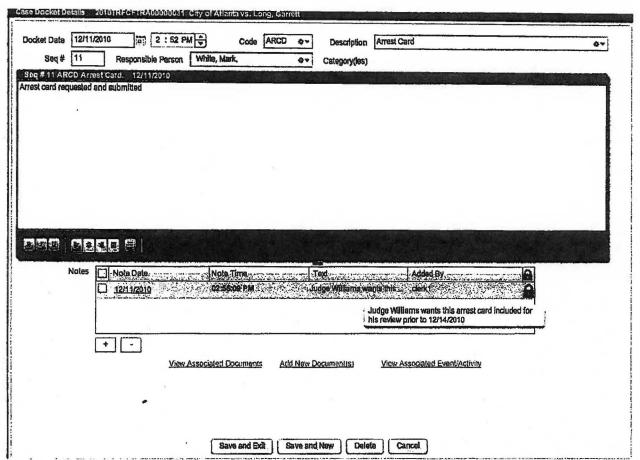
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1 Base Fine	\$75.00 due on 02/28/2011							Assessment 10/10/2010	- 1	anread.

JWorks Searches & Results:





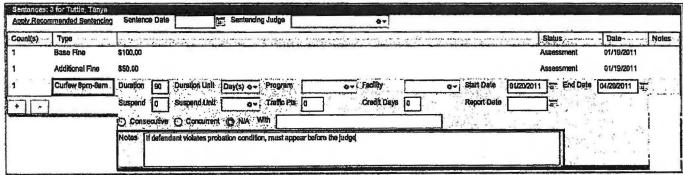
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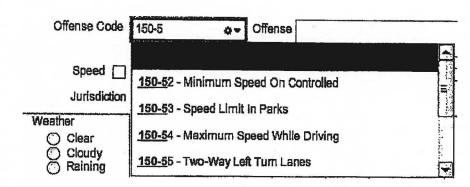
Example of JWorks Case Docket Detail page; Notes can be added to docket entries and secured. The tooltip displays only for users with permission to view it.

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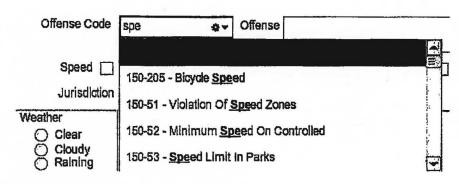
JWorks Sentencing/Conditions:



Example of a condition of probation (curfew) associated to Count 1, with additional free-form text



Example of a JWorks code table lookup by code...



Or by description



ORDER FORM FOR JWORKS AND AMENDMENT TO EXISTING AGREEMENTS

Must be signed and returned by Customer to CJS on or before Expiration Date

Customer:

El Dorado County District Attorney's Office 515 Main Street Placerville, CA 95667

Customer Contacts:

Vern Pierson El Dorado County District Attorney Constellation Justice Systems Inc.

5399 Lauby Road North Canton, Ohio 44720 Phone: 330,470,4280

CJS Contact:

Steve Robichaud courtview.com 651-762-1034

OFFER EXPIRES: <u>December 30, 2011</u> if not signed and returned to CJS

on or before this date.

Constellation Justice Systems Inc. ("CJS") will provide to the Customer the following products and services upon receipt of this signed Order Form. This Order is governed by the existing agreement(s) between CJS and Customer for CJS's proprietary software known as DAMION except as expressly amended by Attachment 1 hereto.

The signed Order Form, which entitles the Customer to participate in the program described in Attachment 2, must be received by CJS on or before the expiration date or it may be deemed expired by CJS.

SOFTWARE

ltem .	# Named Users/Qty	Unit Price	Net Price
SOFTWARE			
New Modules/Software			
JWorks Enhancement Module	53	\$900	\$47,700
JWorks eDisclosure eService Module	N/A	N/A	\$9,540
JWorks eReferral eService Module	N/A	N/A	\$9,540
Existing Licensed Modules			
JWorks Criminal Module (Adult & Juvenile)		N/C	N/C
JWorks Victim/Witness Module		N/C	N/C
JWorks Investigations Module		N/C	N/C
JWorks Discovery Module		N/C	N/C
JWorks LinX Integration Module		N/C	N/C
Software Subtota	Ī.		\$66,780
JWorks Consortium Member Discoun	t	(75%)	(\$35,775)
JWorks eReferral & eDisclosure Module Discoun	t	(100%)	(\$19,080)
Software Tota	1		\$11,925



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Software Maintenance & Support (1st year)

Effective immediately, but will be prorated to coincide with current maintenance term
This maintenance amount is incremental to the current DAMION maintenance

Annual Maintenance Subtotal

JWorks Consortium Member Discount

Annual Maintenance Total (1st Year)

\$14,692

(40%)

\$14,692

\$14,692

\$14,692

\$14,692

\$14,692

\$14,692

\$14,692

\$14,692

\$14,692

\$14,692

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\$14,692

PROFESSIONAL SERVICES

If Professional Services are required, a separate amendment, to be mutually agreed by the Customer and CJS, will govern the delivery of such services.

NOTES

- 1. Fees exclude all applicable taxes. Applicable taxes are the responsibility of the Customer.
- 2. "N/C" means "no cost" license per the terms of the existing Agreement between Customer and CJS. "N/A" means Not Applicable.
- 3. JWorks requires a compatible web server infrastructure in addition to existing DAMION database and file servers.
- 4. Discovery requires a dedicated media server and the eDisclosure and eReferral modules require a web server that can be accessed by parties from outside the Customer's network.
- 5. Server hardware, third-party software, and installation costs are not included in above pricing.
- 6. License Fees will be invoiced and due as modules are delivered to Customer during testing.
- 7. First year maintenance will be invoiced upon the execution of this Amendment and be retroactive to July 1, 2011.

Agreed by Customer:	Accepted by CJS:
Signature	Signature
Name	Name
Title	Title
Date	Date



ATTACHMENT 1 STANDARD JWORKS SOFTWARE LICENSE AGREEMENT

Customer named on the attached Order Form ("Customer") and Constellation Justice Systems ("CJS") are parties to existing agreement(s) ("Agreement") related to the license and maintenance of CJS' proprietary software known as DAMION ("DAMION"). Pursuant to the Order Form, the Customer is ordering additional software known as JWorks ("Software") for use with DAMION. The parties have agreed that except as expressly provided in this Attachment, the Agreement shall govern this order.

Customer should carefully read the following terms and conditions before Installing the Software or using the Software. Continuing installation of the Software or use of the Software indicates Customer's acceptance of the terms and conditions of this Attachment. If Customer does not agree with the terms and conditions of this Attachment, Customer should not install or use this Software.

1. LIMITED USE LICENSE. CJS grants to Customer a non-exclusive, non-transferable license to use the Software with DAMION on the Customer's database servers, and application servers and/or web servers, provided Customer has paid all fees listed on the Order Sheet and is current in annual maintenance fees to CJS for both Software and DAMION (together "Fees"). Customer assumes responsibility for the selection of the Software and/or the Software on hardware to achieve the Customer's intended results, and for the installation, use and results obtained.

Customer shall have the right to use only one copy or image of the Software for production purposes for Customer's internal use only and only by Customer's employees. Upon signing an amendment to the Order Sheet and paying any additional applicable fees, Customer may add additional software to this license.

Customer may make one copy of the software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for Customer's use only and cannot be assigned or transferred to another person or used on another computer.

- 2. RESTRICTIONS. Customer cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this Software without prior written consent of CJS and the payment of additional license fees. Customer cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.
- 3. FEES AND PAYMENT. All Fees are payable by CUSTOMER within forty five (45) days of receipt of invoice

- 4. NO OTHER RIGHTS. Except as stated herein, this Agreement does not grant Customer any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the Software and its documentation.
- 5. WARRANTY DISCLAIMER/LIMITED WARRANTY. THE SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER CAN ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
- 6. LIMITATION OF LIABILITY. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of Fees that is the subject of the claim provided; however, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

- 7. THIRD PARTY SOFTWARE. If third party software is included in the Order Form, additional license terms and conditions may apply. The additional terms and conditions that apply to such third party software may be included in printed materials or electronic material delivered with the Software or in online.
- 8. MAINTENANCE. With the payment of the additional maintenance fees listed on the Order Form, the Software will be supported pursuant to the terms of maintenance in the Agreement for the period indicated. Maintenance for the Software is renewable annually thereafter.
- Except as expressly provided in this Attachment, the Agreement between CJS and Customer remains in full force and effect.



ATTACHMENT 2 CONSORTIUM OVERVIEW

The Approach

As a member of the product Consortium, Customer can derive the following direct benefits:

- Direct influence on the features, functionality, and development of JWorks Attorney CM
- Involvement in the functional design and planning process
- Advanced review of new features and technology capabilities

The Plan

CJS will finalize logistical and administrative matters in due course. Customer will be invited to participate in the following:

- Discussions to prioritize migration and/or development of DAMION features within the JWorks framework
- · Status calls, according to an agreed and published schedule
- · Occasional on-site meetings, if necessary, in a designated location
- A forum for interaction between Consortium members and CJS regarding feedback, suggestions, and development plans
- A demonstration "sandbox" where JWorks Attorney CM will be available for review and usage in a controlled
 environment via the Internet

Customer Responsibilities

Customer will have the following responsibilities:

- Participate in the kick-off conference call, which CJS will schedule
- Provide feedback on the new product during conference calls, which CJS will schedule to present updates on the status of the project and discuss upcoming development plans
- · Participate in on-site review sessions, if possible
- · Provide feedback pertaining to design, usability, and technology within reasonable time frames
- Conduct testing of interim releases as requested by CJS upon completion of the various development stages
 of the proposed application
- Provide additional hardware and/or software as may be required to operate JWorks Attorney CM

CJS reserves the right to modify or discontinue the Consortium program at any time.