

# AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232**

Prepared by:  
Deborah Clausing, Operations Manager

Department: Prosecuting Attorney & DAC

Requested Agenda Date: 06/15/2021

Presenting: \_\_\_\_\_

Document Title: \_\_\_\_\_

<small>Board of County Commissioners Record Assigned BOCC Agreement</small>
#
<b>153 - 2021</b>
<small>Yakima County, WA</small>

<b>APPROVED FOR AGENDA:</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular
<small>Board of County Commissioners Determined</small>	

**Renewal Amendment to JustWare Contract between Journal Technologies, Inc. and Yakima County/City of Yakima.**

Action Requested: *Check Applicable Box*

<input type="checkbox"/> PASS RESOLUTION	<input checked="" type="checkbox"/> EXECUTE or AMEND AGREEMENT CONTRACT or GRANT	
<input type="checkbox"/> ISSUE PROCLAMATION	<input type="checkbox"/> PASS ORDINANCE	<input type="checkbox"/> OTHER _____

Describe Fiscal Impact:

No financial impact as we have entered into an Agreement to purchase the eSeries and continue a business relationship with Journal Technologies. This amendment renews the March 30, 2011 executed agreement.

Background Information:

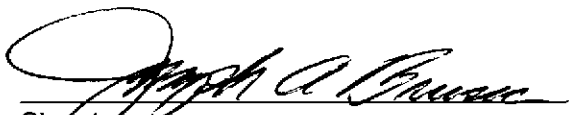
Journal Technologies set an End of Life date for the JustWare legal case management system, this amendment extends our original agreement for continued services through implementation until go-live date(s).

Summary & Recommendation:

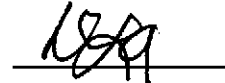
Recommend Approval.

Motion:

Department Head/ Elected Official

  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial



<small>Late Agenda Requests Require BOCC Chairman Signature:</small>
_____

**Renewal Amendment to JustWare Contract**  
**between Journal Technologies, Inc. and**  
**Yakima County and the City of Yakima**

This Renewal Amendment ("Amendment") is made to the JustWare License Agreement and JustWare API License Agreement, together executed as of March 30, 2011, as amended from time to time (the "Agreement"), by and between **Yakima County** and the **City of Yakima**, political subdivisions of the State of Washington, on behalf of the Yakima County Prosecutor's Office and the City of Yakima City Attorney ("Customer"), and **Journal Technologies, Inc.**, as successor in interest to New Dawn Technologies, Inc. ("Contractor"). This Amendment is made as of the date of the last signature below.

WHEREAS, Customer entered into the Agreement with Contractor to purchase Contractor's JustWare case management system and related software (including JusticeWeb and JustWare API, referred to hereafter as "JustWare") and to receive ongoing support and upgrades therefor; and

WHEREAS, the Agreement provides that, after an initial one (1) year term it shall automatically renew for successive one (1) year terms, contingent upon Customer's payment of JustWare Support fees; and

WHEREAS, Customer has agreed, in separate contracts attached hereto as Attachment A ("eSeries<sup>®</sup> License, Maintenance and Support Agreement") and Attachment B ("eSeries<sup>®</sup> Professional Services Agreement"), to switch its case management system from JustWare to eSeries<sup>®</sup>, a different and distinct software belonging to Contractor, as of the date of eSeries<sup>®</sup> Go Live, as that term is defined in Section 1.4 ("eSeries<sup>®</sup> Go Live") of Attachment A.

NOW, THEREFORE, the parties desire to renew the Agreement in accordance with the terms set forth below.

1. The parties hereby acknowledge that the parties have fulfilled and completed their respective obligations under the Agreement in accordance with the terms thereof through the date hereof, and Customer desires to purchase from Contractor certain continued support for JustWare and related software in accordance with the terms of the Agreement as amended and modified by this Amendment.
2. The term of the Agreement, including any and all renewal terms referenced herein, shall not extend past the time of eSeries<sup>®</sup> Go Live, as that term is defined in Section 1.4 ("eSeries<sup>®</sup> Go Live") of Attachment A.
3. JustWare Support fees shall be in keeping with terms and conditions of the Agreement, and as specifically set forth in Exhibit A ("License, Maintenance and Support Fees") to Attachment A, for renewal term January 1, 2021 to December 30, 2021 ("Renewal Term A"), provided, however, that if the time of eSeries<sup>®</sup> Go Live occurs before Renewal Term A has completed, Renewal Term A and this

Agreement in its entirety shall terminate as of the time of eSeries® Go Live, after which date Contractor shall cease to provide support of JustWare and the related software listed in the first sentence of this section, and Customer shall receive a corresponding pro-rata credit applied to fees to be paid under the terms of the contracts attached hereto as Attachment A and Attachment B.

4. If the time of eSeries® Go Live has not occurred when Renewal Term A ends, this Agreement shall automatically renew for successive one (1) year terms, with an annual increase to the Support fees for JustWare and the related software listed in the preceding paragraph not to exceed four (4) percent, unless either party elects not to renew the term upon written notice to the other party delivered not less than ninety (90) days prior to the end of the then-current term.
5. Any such subsequent renewal term shall be terminated, as shall this Agreement in its entirety, at the time of eSeries® Go Live, at which date Contractor shall cease to provide support of JustWare and the related software listed above and Customer shall receive a corresponding pro-rata credit applied to fees to be paid under the terms of the contracts attached hereto as Attachment A and Attachment B.
6. The parties hereby agree that support for JustWare and the related software listed above performed by Contractor during Renewal Term A and any and all subsequent renewal terms shall be of a limited nature, and shall include only the following:

6.1 **Maintenance** shall be limited to updates to JustWare (and the related software listed above) to address critical bugs, which are defined as errors in JustWare (or the related software listed above) recognized by Contractor, that if not fixed prevent Customer from conducting its normal operations, and for which there is no workaround.

6.2 **Support** shall be limited to access to technical assistance for JustWare (and the related software listed above), which shall include only: (i) the resolution of error messages, (ii) critical bug fixes and (iii) troubleshooting.

If the terms of this Renewal Amendment conflict with provisions elsewhere in the Agreement, the terms of this Renewal Amendment fully supersede and replace those conflicting terms. All terms and conditions found elsewhere in the Agreement that do not conflict with terms of this Renewal Amendment are still in full force and effect. After the date hereof, any reference to the Agreement shall mean the Agreement as amended or modified hereby.

*[Continued on the next page]*

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

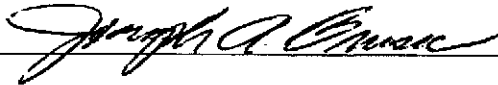
**Journal Technologies, Inc.:**

By: 

Date: 6/4/2021

Printed Name and Title: Maryjoe Rodriguez, Vice President

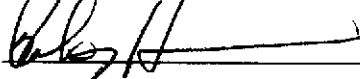
**YAKIMA COUNTY PROSECUTOR**

By: 

Date: 06-07-2021

Printed Name and Title: Joseph Brusic, Yakima County Prosecutor

**CITY OF YAKIMA**

By: 

Date: 6/10/2021

Printed Name and Title: Bob Harrison, City Manager

CITY CONTRACT NO: N/A  
RESOLUTION NO: R-2010-084

**ATTACHMENT A**  
**eSeries® LICENSE, MAINTENANCE AND SUPPORT AGREEMENT**

*[An executed version of the parties' eSeries License, Maintenance and Support Agreement,  
which has been sent to Yakima County, would be included here to provide full context]*

**ATTACHMENT B**  
**eSeries® PROFESSIONAL SERVICES AGREEMENT**

*[An executed version of the parties' eSeries Professional Services Agreement, which has been sent to Yakima County, would be included here to provide full context]*

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
AGREEMENT**

**Agreement Number**

BOCC Agreement

**153 - 2021**

Yakima County, WA

**BOARD OF COUNTY COMMISSIONERS**

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Ron Anderson, Chairman

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Amanda McKinney, Commissioner

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LaDon Linde, Commissioner

**DATED JUN 22 2021**

*Attest:*

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Julie Lawrence, Clerk of the Board *or*  
Linda Kay O'Hara, Deputy Clerk of the Board

**Approved as to Form:**

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*Deputy Prosecuting Attorney*