

**CITY COUNCIL
ATLANTA, GEORGIA**

13-R-3256

A RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO SOLE SOURCE AGREEMENT NUMBER SS-6545-PL, 6721 PURSUANT TO SECTION 2-1191 OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH COURTVIEW JUSTICE SOLUTIONS, INCORPORATED FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014 WITH A ONE (1) YEAR RENEWAL OPTION, WITH FUNDS SCHEDULED FOR APPROPRIATION AND SUBJECT TO FISCAL YEAR 2014 BUDGET APPROVAL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$195,370.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Review List:

Michael Dogan	Completed	06/03/2013 9:38 AM
Information Technology	Completed	06/03/2013 9:47 AM
Susan Garrett	Completed	06/03/2013 10:05 AM
Kimberly Tallon	Completed	06/03/2013 2:00 PM
Procurement	Completed	06/05/2013 3:26 PM
Adam Smith	Completed	06/05/2013 3:30 PM
Mayor's Office	Completed	06/05/2013 4:42 PM
Office of Research and Policy Analysis	Completed	06/05/2013 5:00 PM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	

Certified by Presiding Officer

Certified by Clerk

Mayor's Action

See Authentication Page Attachment

**RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO SOLE SOURCE AGREEMENT NUMBER SS-6545-PL, 6721 PURSUANT TO SECTION 2-1191 OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH COURTVIEW JUSTICE SOLUTIONS, INCORPORATED FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014 WITH A ONE (1) YEAR RENEWAL OPTION, WITH FUNDS SCHEDULED FOR APPROPRIATION AND SUBJECT TO FISCAL YEAR 2014 BUDGET APPROVAL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$195,370.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, CourtView Justice Solutions, Inc. ("CJS") provides support for multiple database and application software solutions used in automated court case management systems, specifically software such as Visiflow imaging, IVR & IVR Call Sequencer, and IJIS Broker; and

WHEREAS, the Municipal Court of Atlanta ("Municipal Court") and the Chief Information Officer deem the database and application software maintenance and support services ("maintenance and support services") provided by CourtView for the Municipal Court's automated court case management system ("case management system") to be vital to the continued provision of court services for the City; and

WHEREAS, CourtView® is proprietary software of CJS and protected by law; and

WHEREAS, CJS is the only source for software maintenance and services for its products; and

WHEREAS, the Chief Procurement Officer has therefore determined that CJS is the sole source provider for the maintenance and support services, pursuant to City Code Section 2-1191, et seq.; and

WHEREAS, the City of Atlanta ("City") executed sole source agreement number FC-6004007843 with CJS to purchase, install, and support said database and application software for a case management system in an amount not to exceed One Hundred Fifty-Five Thousand Four Hundred Fifty-Six Dollars and No Cents (\$155,456.00), pursuant to Resolution 11-R-0913, which was adopted by the Atlanta City Council ("Council") on June 20, 2011, and approved pursuant to Atlanta City Charter Section 2-403 on June 29, 2011; and

WHEREAS, the CJS sole source agreement number FC-6004007843 expired on June 30, 2012 but due to the vital nature of the case management system, CJS continues to provide maintenance and

Fiscal Year 2013 in an amount not to exceed One Hundred Ninety-Four Thousand Two Hundred Ninety-One Dollars and No Cents (\$194,291.00), pursuant to Ordinance 13-O-1017, which is scheduled for adoption on substitute by the Council on May 20, 2013, and scheduled for approval pursuant to Atlanta City Charter Section 2-403 on May 30, 2013; and

WHEREAS, the Municipal Court has also identified funds scheduled for appropriation and subject to Fiscal Year 2014 Budget approval, for the maintenance and support services to be provided by CJS during Fiscal Year 2014 from July 1, 2013 to June 30, 2014, with all contracted work to be charged to and paid from the Fund, Department Organization Account, and Function Activity (“FDOA”) numbers listed below.

WHEREAS, the Chief Procurement Officer, the Municipal Court, and the Chief Information Officer, have determined that it is in the City’s best interest to enter into a new sole source agreement, to be designated as SS-6545-PL, with CJS for software support and maintenance services, effective July 1, 2013 through June 30, 2014 with a one (1) year renewal option, with funds scheduled for appropriation and subject to Fiscal Year 2014 Budget approval, in an amount not to exceed One Hundred Ninety-Five Thousand Three Hundred Seventy Dollars And No Cents (\$195,370.00).

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, the Chief Procurement Officer or his designee, in consultation with the City Attorney or her designee, is directed to prepare a new sole source agreement, to be designated as SS-6545-PL, and any other requisite documentation for execution by the Mayor or his designee for the purchase of case management system maintenance and support services provided by CJS, on behalf of the Municipal Court.

BE IT FURTHER RESOLVED, that said agreement number SS-6545-PL will have a one (1) year term, effective July 1, 2013 through June 30, 2014, with a one (1) year renewal option, in an amount not to exceed One Hundred Ninety-Five Thousand Three Hundred Seventy Dollars and No Cents (\$195,370.00).

BE IT FURTHER RESOLVED, that all Fiscal Year 2014 costs, services, and support fees are to be charged to and paid from FDOA account number 1001 (General Fund), 190101 (Municipal Court Operations), 5212001 (Consultant Professional Services), 265000 (Municipal Courts), subject to Fiscal Year 2014 Budget approval.

BE IT FINALLY RESOLVED, that the Fiscal Year 2014 sole source agreement number SS-6545-PL shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor or his designee and delivered to CourtView Justice Solutions, Inc.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kieva Morrison

Contact Number: 404-330-6264

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: Friday, May 24, 2013

Anticipated Committee Meeting Date(s): Wednesday, June 12, 2013

Anticipated Full Council Date: Monday, June 17, 2013

Legislative Counsel's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements) [Signature]

Commissioner Signature: _____

Chief Procurement Officer Signature: [Signature]

CAPTION

Mayor's Staff Only

A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO SOLE SOURCE AGREEMENT NUMBER SS-6545-PL, PURSUANT TO SECTION 2-1191 OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH COURTVIEW JUSTICE SOLUTIONS, INCORPORATED FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014 WITH A ONE (1) YEAR RENEWAL OPTION, WITH FUNDS SCHEDULED FOR APPROPRIATION AND SUBJECT TO FISCAL YEAR 2014 BUDGET APPROVAL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$195,370.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$195,370.00

Received by CPO: _____ Received by LC from CPO: _____

Received by Mayor's Office: [Signature] 5/24/13 (date) Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

Attachment: CourtView FY14_SS-6545-PL_transmittal (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-6545-PL with

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

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WHEREAS, the Municipal Court of Atlanta (“Municipal Court”) and the Chief Information Officer deem the database and application software maintenance and support services (“maintenance and support services”) provided by CourtView for the Municipal Court’s automated court case management system (“case management system”) to be vital to the continued provision of court services for the City; and

WHEREAS, CourtView® is proprietary software of CJS and protected by law; and

WHEREAS, CJS is the only source for software maintenance and services for its products; and

WHEREAS, the Chief Procurement Officer has therefore determined that CJS is the sole source provider for the maintenance and support services, pursuant to City Code Section 2-1191, et seq.; and

WHEREAS, the City of Atlanta ("City") executed sole source agreement number FC-6004007843 with CJS to purchase, install, and support said database and application software for a case management system in an amount not to exceed One Hundred Fifty-Five Thousand Four Hundred Fifty-Six Dollars and No Cents (\$155,456.00), pursuant to Resolution 11-R-0913, which was adopted by the Atlanta City Council (“Council”) on June 20, 2011, and approved pursuant to Atlanta City Charter Section 2-403 on June 29, 2011; and

WHEREAS, the CJS sole source agreement number FC-6004007843 expired on June 30, 2012, but due to the vital nature of the case management system, CJS continues to provide maintenance and support services for the Municipal Court; and

WHEREAS, the Municipal Court requested that Council ratify CJS’s prior provision of maintenance and support services for one (1) year effective July 1, 2012 to June 30, 2013 with funds appropriated for Fiscal Year 2013 in an amount not to exceed One Hundred Ninety-Four Thousand

Two Hundred Ninety-One Dollars and No Cents (\$194,291.00), pursuant to Ordinance 13-O-1017, which is scheduled for adoption on substitute by the Council on May 20, 2013, and scheduled for approval pursuant to Atlanta City Charter Section 2-403 on May 30, 2013; and

WHEREAS, the Municipal Court has also identified funds scheduled for appropriation and subject to Fiscal Year 2014 Budget approval, for the maintenance and support services to be provided by CJS during Fiscal Year 2014 from July 1, 2013 to June 30, 2014, with all contracted work to be charged to and paid from the Fund, Department Organization Account, and Function Activity (“FDOA”) numbers listed below.

WHEREAS, the Chief Procurement Officer, the Municipal Court, and the Chief Information Officer, have determined that it is in the City’s best interest to enter into a new sole source agreement, to be designated as SS-6545-PL, with CJS for software support and maintenance services, effective July 1, 2013 through June 30, 2014 with a one (1) year renewal option, with funds scheduled for appropriation and subject to Fiscal Year 2014 Budget approval, in an amount not to exceed One Hundred Ninety-Five Thousand Three Hundred Seventy Dollars And No Cents (\$195,370.00).

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BE IT FURTHER RESOLVED, that said agreement number SS-6545-PL will have a one (1) year term, effective July 1, 2013 through June 30, 2014, with a one (1) year renewal option, in an amount not to exceed One Hundred Ninety-Five Thousand Three Hundred Seventy Dollars and No Cents (\$195,370.00).

BE IT FURTHER RESOLVED, that all Fiscal Year 2014 costs, services, and support fees are to be charged to and paid from FDOA account number 1001 (General Fund), 190101 (Municipal Court Operations), 5212001 (Consultant Professional Services), 265000 (Municipal Courts), subject to Fiscal Year 2014 Budget approval.

BE IT FINALLY RESOLVED, that the Fiscal Year 2014 sole source agreement number SS-6545-PL shall not become binding upon the City and the City shall incur no obligation or liability hereunder until the same has been signed by the Mayor or his designee and delivered to CourtView Justice Solutions, Inc.

Part II: Legislative White Paper:

(This portion of the Legislative Request Form will be shared with City Council members and staff)

A. Committee of Purview: FINANCE/EXECUTIVE**Caption:**

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO SOLE SOURCE AGREEMENT NUMBER SS-6545-PL, PURSUANT TO SECTION 2-1191 OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH COURTVIEW JUSTICE SOLUTIONS, INCORPORATED FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014 WITH A ONE (1) YEAR RENEWAL OPTION, WITH FUNDS SCHEDULED FOR APPROPRIATION AND SUBJECT TO FISCAL YEAR 2014 BUDGET APPROVAL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$195,370.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: Monday, June 17, 2013

Requesting Dept: Information Technology

B. To be completed by the department:**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT would like Council to authorize the Mayor to execute a new sole source agreement, to be designated as SS-6545-PL, with Courtview Justice Solutions, Incorporated (“CJS”) for software support and maintenance services, effective July 1, 2013 through June 30, 2014 with a one (1) year renewal option, in an amount not to exceed \$195,370.00, with funds scheduled for appropriation and subject to Fiscal Year 2014 Budget approval.

2. Please provide background information regarding this legislation.**Background / Justification**

The last agreement between the City and CourtView expired at the end of FY2012; the agreement term began on 7/1/2011 and expired on 6/30/2012.

Substitute Ordinance 13-O-1017 (approved on substitute by the FEC on 5/15/13, scheduled to be adopted by Council on 5/20/13, and scheduled to be approved per City Charter on 5/30/13) seeks authorization to ratify prior maintenance & support services provided by CourtView during FY2013, from 7/1/2012 - 6/30/2013, in an amount not to exceed \$194,291.00.

This Resolution seeks to enter into a new FY2014 sole source agreement, to be designated as SS-6545-PL, for services that CourtView would provide from 7/1/2013 - 6/30/2014, in an amount not to exceed \$195,370.00, subject to FY2014 Budget Approval.

Recommendation

The Chief Information Officer and the Chief Procurement Officer also recommend the execution of sole source agreement number SS-6545-PL with CourtView, effective during FY2014 from 7/1/2013 - 6/30/2014 in an amount not to exceed \$195,370.00, subject to FY2014 Budget Approval.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
Software licensing and support.
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:** One (1) year [7/1/2013 - 6/30/2014].

4. Fund Account: FDOA 1001

5. Source of Funds:

FDOA account number 1001 (General Fund), 190101 (Municipal Court Operations), 5212001 (Consultant Professional Services), 265000 (Municipal Courts)

6. Fiscal Impact: \$195,370.00 (Subject to City's adoption and approval of the FY14 budget).

7. Method of Cost Recovery: N/A

This Legislative Request Form Was Prepared By: Kieva Morrison, DIT Legislative Analyst



Support and Maintenance Quotation

Christopher Patterson
City of Atlanta Municipal Court
150 Garnett Street
Atlanta, GA 30303

Date: March 11, 2013
Client ID: ATLANTGA
Quotation #: ATLANTGA031113

Software Support and Maintenance Renewal

Support Period: July 1, 2013 through June 30, 2014

<u>Software</u>	<u>Licenses:</u>	<u>Annual Amount:</u>
CourtView Application Software Support & Maintenance	Site	\$165,000.00
VisiFlow Imaging Software Support & Maintenance	30	\$22,652.00
IJIS Broker Support & Maintenance		\$7,718.00
CourtView Dashboard Support & Maintenance Municipal Court		

*Includes updates & enhancements, unlimited email & phone support for 12 months
Includes Uniface Maintenance fees for specified licenses*

Subtotal Maintenance \$195,370.00

Accepted by:

Name: _____

Title: _____

Signature: _____

Date: _____

CourtView software is proprietary property of CourtView Justice Solutions Inc. and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon CJS' ownership rights. CJS is the sole source for software maintenance and services for its products.

This quotation is contingent on the execution of an annual Software Maintenance Agreement.

CJS Federal Tax ID # 46-0521050

Attachment: CourtView FY14 SS-6545-PL_supporting docs - rev1 (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-



CITY OF ATLANTA

SUITE 1900

Kasim Reed
Mayor

55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

May 24, 2013

SOLE SOURCE-SS-6545-PL PROCUREMENT CERTIFICATION

This sole source request is made for CourtView Justice Solutions, for the CourtView Case Management System for the City of Atlanta, Municipal Court of Atlanta.

Having conducted an investigation of the available sources regarding the materials, goods and/or services stipulated herein pursuant to § 2-1191 of the City of Atlanta Code of Ordinances, Sole Source Procurement, my findings are the following:

1. CourtView Justice Solutions – Is the sole source provider for the CourtView Case Management System. For more than two (2) decades CourtView Justice Solutions has successfully implemented innovative and integrated technological solutions in justice agencies throughout North America. As a single-source provider, they pride themselves on their ability to provide comprehensive systems that meet the needs of their critical automation initiatives, from site analysis and detailed solution design right through to continuing education and support. They work hand-in-hand with their clients every step of the way to achieve their common goal and the long-term success of an application environment that meets the needs of the agencies and community it serves. CourtView Justice Solutions can be used in a centralized environment sharing one database or in a decentralized environment where each court, jurisdiction, or agency can exist in a separate or segregated environment. CourtView Justice Solutions engineers, installs and supports justice information, and process management systems.
2. CourtView Justice Solutions – Is located at 5399 Lauby Road, N.W., North Canton, OH 44720.

This sole source verification was confirmed by Mr. Kevin Bade of CourtView Justice Solutions. And, the sole source product information was researched and obtained from website www.courtview.com.

I, Adam L. Smith, by the authority vested in me pursuant to § 2-1191, do hereby approve, direct and authorize the sole source procurement.

The CourtView Justice Solutions, for the CourtView Case Management System, will be used to allow automated electronic data exchanges between jurisdiction and other agencies, for the City of Atlanta, Municipal Court of Atlanta.


Adam L. Smith

LEGISLATIVE SUMMARY

TO: CITY FINANCE EXECUTIVE COMMITTEE

CAPTION

A RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO SOLE SOURCE AGREEMENT NUMBER SS-6545-PL, PURSUANT TO SECTION 2-1191 OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH COURTVIEW JUSTICE SOLUTIONS, INCORPORATED FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014 WITH A ONE (1) YEAR RENEWAL OPTION, WITH FUNDS SCHEDULED FOR APPROPRIATION AND SUBJECT TO FISCAL YEAR 2014 BUDGET APPROVAL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$195,370.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Committee Meeting Date: June 12, 2013

Council Meeting Date: June 17, 2013

Legislation Title: SS-6545-PL, Sole Source for the City Municipality Court - Courtview Case Management Justice Solutions, Incorporated for Technological Software Support and Maintenance Services, Effective 7/1/13 through 6/30/14 with one year Renewal Option

Requesting Dept.: Department of Information Technology

Contract Type: Sole Source Procurement

Advertisement: N/A

Bids/Proposals Due: N/A

Invitations Mailed: N/A

Bids/Proposals Received: N/A

Bidders: N/A

Contractor: Courtview Justice Solutions, Incorporated

Attachment: CourtView FY14 SS-6545-PL_supporting docs - rev1 (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-

Estimated Value: \$195,370.00

Scope Summary: **SS-6545-PL, Sole Source for the City Municipality Court - Courtview Case Management Justice Solutions, Incorporated for Technological Software Support and Maintenance Services, Effective 7/1/13 through 6/30/14 with one year Renewal Option**

Background: The last agreement between the City and CourtView expired at the end of FY2012; the agreement term began on 7/1/2011 and expired on 6/30/2012.

Substitute Ordinance 13-O-1017 (approved on substitute by the FEC on 5/15/13, scheduled to be adopted by Council on 5/20/13, and scheduled to be approved per City Charter on 5/30/13) seeks authorization to ratify prior maintenance & support services provided by CourtView during FY2013, from 7/1/2012 - 6/30/2013, in an amount not to exceed \$194,291.00.

This Resolution seeks to enter into a new FY2014 sole source agreement, to be designated as SS-6545-PL, for services that CourtView would provide from 7/1/2013 - 6/30/2014, in an amount not to exceed \$195,370.00, subject to FY2014 Budget Approval.

Evaluation Team: DIT

Term of Contract: The term of this Agreement shall be for a period of One (1) year, with a one (1) year Renewal Option.

Fund Account Centers: 1001 (General Fund), 190101 (Municipal Court Operations), 5212001 (Consultant Professional Services), 265000 (Municipal Courts).

Contractor Performance: N/A

Prepared By: Seipati Mogotsi, Contracting Officer

Contact Number: (404) 330-6027

Attachment: CourtView FY14 SS-6545-PL_supporting docs - rev1 (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-


[Home](#)
COURTVIEW JUSTICE SOLUTIONS INC. Control Number: 10084784
[Main](#) [Reports](#) [Officers](#) [Filing History](#)
Entity Info
Entity Id 3755514

Key Indicators
Model Type Corporation

Locale Foreign

Qualifier For-Profit

Business Name COURTVIEW JUSTICE SOLUTIONS INC.

Registration Date 12/03/2010

Entity Status Active/Compliance

Entity Status Date 3/29/2012

Foreign Name
Date of Organization
State Delaware

Country
Principal Office Address

PRINCIPAL

Line1 5399 Lauby Road NW

Line2
City North Canton **State** Ohio **Zip** 44720-1554

Agent
Is non-commercial Registered Agent? No

Name C T CORPORATION SYSTEM

Address
Line1 1201 Peachtree Street, NE

Line2
City Atlanta **State** Georgia **Zip** 30361

Email
Previous Names

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
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No Miscellaneous Filings were found.



Attachment: CourtView FY14 SS-6545-PL_supporting docs - rev1 (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

433346 7/20/2011
Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: CourtView Justice Solutions, Inc.

Name of Project: Automated Court Case Management System, Software Maintenance

Name of Public Employer: City of Atlanta

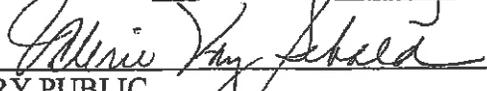
I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on February 15, 2013 in North Canton (city), Ohio (state)


Signature of Authorized Officer or Agent

Kevin Bade, General Manager
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE 15th DAY OF February, 2013


NOTARY PUBLIC
My Commission Expires: May 3, 2014
VALERIE KAY SEBALD
Notary Public, State of Ohio
My Commission Expires May 3, 2014

O.C.G.A. § 50-36-1 (e)(2) Affidavit

By executing this affidavit under oath, Kevin Bade, as General Manager of applicant (CourtView Justice Solutions, Inc.) for Contract for Software Maintenance [type of public benefit], as referenced in O.C.G.A. §50-36-1, from the City of Atlanta [*name of government entity*], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

Passport

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Atlanta (city), Georgia.(state).

Kevin Bade
Signature of Applicant

Kevin Bade
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
29th DAY OF January, 2013

Valerie Kay Sebald
NOTARY PUBLIC

My Commission Expires:

VALERIE KAY SEBALD
Notary Public, State of Ohio
My Commission Expires May 3, 2014

Attachment: CourtView FY14 SS-6545-PL_supporting docs - rev1 (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-



THE MUNICIPAL COURT OF ATLANTA

Hon. Herman L. Sloan
Chief Judge

Christopher T. Patterson
Court Administrator

MEMORANDUM

TO: Purchasing Department
FROM: Christopher T. Patterson *C. Patterson* Court Administrator
DATE: May 24, 2013
SUBJECT: Sole Source Vendor – CourtView Justice Solutions, Inc.

CourtView Justice Solutions, Inc., (“CourtView”) is the sole source vendor for the maintenance of the Municipal Court of Atlanta’s case management system. As such, CourtView is the only vendor able to provide maintenance and updates to the case management system.

CourtView is the sole licensor and owner of the intellectual property and, pursuant to the terms and conditions of CourtView’s standard agreement, no third party is licensed or authorized to provide maintenance to the CourtView case management system.

Therefore, the Municipal Court of Atlanta is requesting the execution of a new Fiscal Year 2014 maintenance agreement in the amount of \$195,370.00 with CourtView as the sole source vendor.



February 15, 2013

City of Atlanta Municipal Court
150 Garnett Street
Atlanta, GA 30303

To Whom It May Concern:

The CourtView® software is proprietary property of CourtView Justice Solutions Inc. (CJS) and protected by law. Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon CJS' ownership rights. CJS is the sole source for software maintenance and services for its products.

Sincerely,

A handwritten signature in black ink that reads "Kevin Bade".

Kevin Bade
General Manager
CourtView Justice Solutions

(Do Not Write Above This Line)

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION TO AUTHORIZE THE MAYOR OR HIS DESIGNEE TO ENTER INTO SOLE SOURCE AGREEMENT NUMBER SS-6545-PL, PURSUANT TO SECTION 2-1191 OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH COURTVIEW JUSTICE SOLUTIONS, INCORPORATED FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICES, EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2014 WITH A ONE (1) YEAR RENEWAL OPTION, WITH FUNDS SCHEDULED FOR APPROPRIATION AND SUBJECT TO FISCAL YEAR 2014 BUDGET APPROVAL, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED SEVENTY DOLLARS AND NO CENTS (\$195,370.00); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

 Refer To _____

CERTIFIED

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action
 Fav, Adv, Hold (see rev. side)
 Other _____
 Members _____

 Refer To _____

MAYOR'S ACTION

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

Attachment: CourtView FY14 SS-6545-PL_supporting docs - rev1 (13-R-3256 : A Resolution authorizing



Support and Maintenance Quotation

Christopher Patterson
 City of Atlanta Municipal Court
 150 Garnett Street
 Atlanta, GA 30303

Date: March 11, 2013
 Client ID: ATLANTGA
 Quotation #: ATLANTGA031113

Software Support and Maintenance Renewal

Support Period: July 1, 2013 through June 30, 2014

<u>Software</u>	<u>Licenses:</u>	<u>Annual Amount:</u>
CourtView Application Software Support & Maintenance	Site	\$165,000.00
VisiFlow Imaging Software Support & Maintenance	30	\$22,652.00
IJIS Broker Support & Maintenance		\$7,718.00
CourtView Dashboard Support & Maintenance Municipal Court		

*Includes updates & enhancements, unlimited email & phone support for 12 months
 Includes Uniface Maintenance fees for specified licenses*

Subtotal Maintenance \$195,370.00

Accepted by:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

CourtView software is proprietary property of CourtView Justice Solutions Inc. and protected by law.
 Another party cannot alter, modify, change, manipulate or provide maintenance for this product without infringing upon CJS' ownership rights. CJS is the sole source for software maintenance and services for its products.

This quotation is contingent on the execution of an annual Software Maintenance Agreement.

CJS Federal Tax ID # 46-0521050

Attachment: SS-6545-PL CourtView FY14 quote & draft agreement (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-

DRAFT**SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement ("Agreement") is entered into as of the 1st day of July, 2013 ("Effective Date") by and between CourtView Justice Solutions Inc., (CJS) with offices at 5399 Lauby Road, Suite 200, North Canton, Ohio 44720 ("CJS"), and City of Atlanta, Georgia, with offices at 150 Garnett Street SW, Atlanta, GA, 30303 ("Customer"), and describes the terms and conditions pursuant to which CJS shall provide software maintenance services to Customer for certain Software (as defined below). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. CJS and Customer are parties to a Software License Agreement pursuant to which Customer has licensed certain software products ("Software") from CJS. "Software" expressly excludes software licensed by a third party.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available. Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which the parties have agreed Maintenance will be provided to the Customer for the Software, and to which the Customer, at its option, may subscribe annually to Maintenance from CJS. Except as expressly provided in this Agreement, CJS does not provide Maintenance for third party software that is licensed by a party other than CJS.

B. TERMS AND CONDITIONS**1. Term**

Maintenance shall commence on Effective Date, and shall have an initial term of twelve (12) months ("Initial Term"). The term may be renewed for two consecutive twelve (12) month renewal options ("Subsequent Term")

2. Scope of Maintenance Services

CJS will provide the Maintenance as described in Schedule 2. Pursuant to this Agreement, Customer may request additional services beyond Maintenance at CJS then current time and materials rates. CJS will provide tier one support for third party software purchased from CJS, tier two and three support and revisions and upgrades will be provided by the manufacturer of such third party software.

All software development, design, documentation, and programs necessary to operate and maintain the systems described herein that were produced by CJS shall remain the proprietary property of CJS. Restriction of this proprietary property does not limit the Customer from making such copies of programs, documentation, and software-related materials for internal use. Disclosure of such materials to third parties or other contractors is strictly forbidden without the express written consent of CJS.

3. Customer Responsibility for Environment

To operate the supported software, CJS will provide Customer with a definition of minimum requirements for the Customer's environment, infrastructure and related applications, which include, but are not limited to, Customer's operating system, database tools, and other

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Attachment: SS-6545-PL CourtView FY14 quote & draft agreement (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-

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support tools. CJS will provide Customer with at least ninety (90) days written notice of changes to those minimum requirements. Customer must meet those minimum requirements or CJS may decline to provide Maintenance. CJS has no obligations to upgrade the supported software because of Customer's changes to its environment, infrastructure and related applications, including, but are not limited to, Customer's operating system, database tools and other supported tools.

4. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided for the Initial Term, Customer shall pay to CJS the Maintenance Fees in Schedule 1, annually in advance. For each Subsequent Term, CJS reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least forty-five (45) days prior to start date for any Subsequent Term.

5. Additional Software – Paid Up License

In the event the Customer requires maintenance for additional Software (the "Additional Software"), the parties may mutually agree to modify this Agreement to include the Additional Software on Schedule 1 and make any other changes necessary for coverage of the Additional Software hereunder. The Software Maintenance Fee due under this Agreement shall also be modified to include a prorated amount of the annual maintenance fee for the Additional Software covering the term remaining under then current term of this Agreement. The Maintenance Fee for this initial period of coverage shall be in an amount equal to twenty two percent (22%) of the non-discounted license fee paid for the Additional Software. For the first Subsequent Term, the amount due for the Additional Software shall be of the full value of the 22% of the non-discounted cost of the license fee. Thereafter, any change in the amount of annual Maintenance Fee due shall be provided as set out in this Agreement

6. Other Fees and Expenses

If onsite maintenance is required, Customer will pay reasonable travel and living expenses of CJS' employees or agents, which shall be billed and paid as the expenses are incurred. Onsite labor shall be provided on an hourly rate basis at the then current rates. Travel and living expenses shall be incurred in accordance with CJS' standard travel policy. Onsite labor and expenses will be submitted to the Department of Procurement and approved in writing by the City pursuant to the City's Procurement Code.

7. Payment Terms

Payment for Maintenance for each year of Initial Term and any Subsequent Term is due and payable within thirty (30) days of the date of each billing. Upon thirty days written notice to Customer of the intent to suspend Maintenance, CJS may, at its sole election and without prejudice to other remedies herein, suspend support under this agreement if Customer fails to pay invoice by the ninety day after the invoice date. Restatement of Maintenance under this agreement requires all overdue payments to be paid in full.

8. Default and Termination

- a. The Customer shall have the right to terminate Maintenance:
 - i. upon delivery of written notice at least thirty (30) days prior to start date of any Subsequent Term.or
 - ii. If the Customer's legislative body does not appropriate funds for the next contract year to continue this Agreement ("Non-appropriation"), then the

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City may terminate this Agreement at the end of the then-current contract year, and the City will not, in the sole event of Non-appropriation, be obligated to make payments beyond the end of the then-current contract year.

- b. Either party may terminate this Agreement if: (i) the other party fails to perform a material obligation of this Agreement, and if such failure remains uncured 30 days after receipt of written notice from the non-breaching party specifying the failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors. In addition, CJS may terminate this Agreement effective upon thirty (30) days written notice to Customer if Customer fails to make any payment in full as and when due hereunder and does not cure within that thirty (30) days.
 - c. In the event that Maintenance is terminated by CJS, CJS shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by CJS pursuant to the provisions hereof shall be without prejudice to any right or recourse available to CJS, and without prejudice to CJS' right to collect any amounts, which remain due to it hereunder.
9. Limited Warranties
- a. **Software.** CJS warrants for a period of ninety (90) days following the date of delivery of any software under this agreement that it will substantially operate according to the documentation and product literature provided by CJS. If it is determined by Customer that the software does not substantially operate according to such documentation provided by CJS. CJS may, at its option and expense, apply commercially reasonable efforts to designing, coding and implementing programming changes to the source code to correct reproducible errors or correcting misstatements and omissions in the User's Guide and code documentation. Customer shall report all errors or other defects in the software to CJS immediately upon their discovery. It is acknowledged that the Software is inherently complex and may contain errors and CJS cannot and does not guarantee to correct all such errors. The remedies set forth in this section constitutes Customer's sole and exclusive remedy for breach of this Warranty. CJS does not warrant Third Party Software. CJS will transfer any warranty provided by the licensor of the Third Party Software to Customer. Third Party Software is software that is not proprietary to CJS.
 - b. **Services.** CJS warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to CJS timely notice of such breach as hereinafter required, CJS shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by CJS attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to CJS written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section is the sole and exclusive remedy for breach of the foregoing warranty.
 - c. **NO OTHER WARRANTIES. CJS MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES**

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FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. CJS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

10. Limitation of Liability

- a. Customer hereby agrees that CJS' total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed fees paid to CJS hereunder during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against CJS relating to this Agreement must be made in writing and presented to CJS within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.

11. General Terms

- a. Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party except in the event of sale of assets, merger or consolidation. Notwithstanding the foregoing, CJS may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will not be considered a waiver thereof and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.. No single waiver will constitute a continuing or subsequent waiver, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.
- d. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner. If any term, condition or provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties shall work in good faith to agree such modification that will to the maximum extent possible preserve the original intention of said term, condition or provision. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

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- e. This Agreement shall be governed by the laws of the State of Georgia, without regard to its laws relating to conflict or choice of laws. Subject to paragraph g below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the State of Georgia. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.
- f. Any communication or notice permitted under the terms of this Agreement or required by law must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

City of Atlanta, Municipal Court
 Christopher Patterson
 Court Administrator
 150 Garnett Street SW
 Atlanta, GA 30303

Tel. No. 404.954.6711
 Fax No. 404.658.7363

CourtView Justice Solutions, Inc
 Kevin Bade
 General Manager
 5399 Lauby Road
 Suite 200
 North Canton, Ohio 44720
 Tel. No. 330.470.4280
 Fax No. 330.494.2483

Copy to:
 Kathleen Lane
 IT Contract Administrator
 150 Garnett Street SW
 Atlanta, GA 30303

Copy to:
 Sandra McFarland
 Director of Contracts
 CourtView Justice Solutions, Inc
 5399 Lauby Road, Suite 200
 North Canton, Ohio 44720

- g. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the Dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the Dispute, and may not award any damages excluded by this Agreement. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the arbitrator(s). Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs. Any request for arbitration of a claim by either party against the other relating to this Agreement must be filed no later than six (6) months after the date on which CJS concludes performance under this Agreement.

Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the arbitration process.

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- h. Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Provides, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.
- i. This Agreement and any schedules or exhibits attached thereto contain the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous proposals, discussions, agreements, Customer issued purchase order or document of like intent or purpose, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof. It is expressly agreed that if Customer issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and no terms, conditions or provisions contained therein shall have any effect on the rights, duties or obligations of the parties under, or in anyway modify, this Agreement, regardless of any failure by CJS to object to such terms, conditions or provisions. This Agreement sets forth the sole and entire understanding between CJS and Customer with respect to the subject matter.

IN WITNESS WHEREOF, the parties hereto, intending to be liable bound, have entered into this Agreement, effective as of the Effective Date.

CourtView Justice Solutions Inc.

By: _____

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Attachment: SS-6545-PL CourtView FY14 quote & draft agreement (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-

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Title: _____

Date: _____

Customer

By: _____

Title: _____

Date: _____

Attachment: SS-6545-PL CourtView FY14 quote & draft agreement (13-R-3256 : A Resolution authorizing execution of FY14 Agreement# SS-

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SCHEDULE 1

SOFTWARE COVERED UNDER THIS MAINTENANCE AGREEMENT

City of Atlanta Municipal Court	
Software	July 1, 2013 through June 30, 2014
CourtView® Application Software	\$165,000.00
Web Based Public Access Software	
Visiflow Imaging Software	\$22,652.00
IJIS Broker Interface	\$7,718.00
CourtView Dashboard	\$0.00
Total	\$195,370.00

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SCHEDULE 2
MAINTENANCE TERMS

1. SUPPORT SERVICES

Customer will authorize and identify a reasonable number of contacts who may initiate support with CJS. These named users must be technically capable and familiar with the products covered under this agreement. Customer will perform basic troubleshooting before contacting CJS to eliminate issues caused by other variables such as applications, power, hardware, security, infrastructure, and environment. CJS reserves the right to decline support to Customer named users not authorized to initiate support.

CJS will provide support after confirming Customer has been unable to resolve the issue through its own troubleshooting. Once the reported problem can be reproduced and documented, and resolution identified such as assistance provided over the phone, application working as documented, configuration change, or programming change, the ticket will be closed. If a programming change is required, the ticket will remain open until the updated fix is delivered in a future release.

Maintenance includes bug fixes and telephone support and may include, if they are made available by CJS, software updates.

2. CORRECTION OF DEFECTS

In the event the Customer encounters an error and/or malfunction ("Defect") in the CJS Software because it is not conforming to documentation provided by CJS, it shall communicate the circumstances and any supporting information to CJS. Upon receipt, CJS will respond as follows:

- A. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does not constitute a serious impediment to the normal intended use of the CJS Software, CJS will correct the Defect and distribute the correction to the Customer in accordance with CJS' normal software revision schedule.
- B. In the event that, in the mutual and reasonable opinion of CJS and the Customer, there exists a Defect that does constitute a serious impediment to the normal intended use of the CJS Software, CJS will take such steps as are reasonably required to correct the Defect promptly.

3. SOFTWARE REVISIONS AND NEW VERSIONS

- A. CJS Software may be revised by CJS as a result of (i) emergency correction of Defect, (ii) periodic correction of Defects and/or (iii) the release of upgrades or improvements or modifications designed to improve the performance of the CJS Software and/or to increase the capabilities of the CJS Software (hereafter "Revisions").

Revisions will be provided at no additional charge during the term of the Software Maintenance Agreement.

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- B. New versions ("New Versions") of the CJS Software may be issued by CJS from time to time (excluding 3rd party software). A New Version substantially changes the architecture and /or coding structure of the application, and the New Version is not written as an add-on to the current software code base. New Versions will be provided under Software Assurance. Software Assurance entitles the Customer (at Customer's election) to New Versions of evolutionary replacement Software (like for like functionality) for the Licensed Products at no additional license or maintenance fee during the period of active maintenance and support. Additional fees may apply for implementation of the Evolutionary Software. CJS will, from time to time, release new products (including New Versions) and/or modules, which CJS will make available to Customer at the then-current price(s).
- C. All Revisions and New Versions will be transmitted to the Customer electronically unless otherwise mutually agreed. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system unless otherwise mutually agreed in writing.
- D. If Customer reports a Defect to CJS that can be resolved through upgrading to a New Version, Customer must upgrade to said New Version and CJS is not obligated to correct the Defect through remediation of the older version unless otherwise mutually agreed in writing.
- E. CJS Software is designed as standard products and not as customized systems. CJS recognizes the need for some Customer customization; however, CJS reserves the right to control the design, performance, and integration of CJS products and, as a result, may reject Customer requests for modifications or enhancements that are inconsistent with CJS' product strategy.
- F. CJS will use commercially reasonable efforts to modify the CJS Software in order to maintain its existing functionality and provide functionality required as a result in changes to the law, regulations, or rules of the Customer's State jurisdiction. A change to the law, regulations, or rules of the Customer's State jurisdiction that requires new functionality is an enhancement. CJS, at its sole discretion, may elect to add such enhancements to the product as a revision. If Customer requires such enhancement prior to CJS decision, if any, to add to the product, the Customer will be required to pay for such additional services at CJS' then current time and materials rate. In either case, the Customer shall timely notify CJS in writing of all requested legislative updates. The notice shall contain a summary of the modifications, identifying the applications and functions to be modified as well as detailed specification of the required changes. The Customer shall also provide a complete text, including effective date, of the legislation and/or order mandating the modifications. CJS shall then prepare a detailed functional specification for approval by Customer and the timeline required for implementation. Nothing in this provision requires CJS to undertake extraordinary efforts to complete the legislative updates or provide new functionality except as Additional Services. Customer agrees to cooperate with other customers in the jurisdiction to agree upon appropriate specifications.
4. **TECHNICAL LITERATURE**
- CJS shall make available to the Customer technical literature that CJS considers relevant to the SOFTWARE and its use within the scope of Customer's operations.
5. **REMOTE DIAGNOSTIC ACCESS**
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The Customer shall provide appropriate remote access capabilities by which CJS may, with the permission of the Customer, remotely access the SOFTWARE for the purpose of remote diagnostics and support.

6. PROPER USE

- A. The Customer agrees that all reasonable effort shall be taken to ensure that neither the CJS Software nor data files are misused.
- B. In the event that the Customer or its agents misuses the CJS Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the CJS Software, although CJS is not obligated to correct such misuse, CJS may attempt to correct the situation, if possible, at Customer's expense.
- C. In the event that diagnostic assistance is provided by CJS, which, in the reasonable opinion of CJS, relates to problems not caused by a Defect in the CJS Software, such assistance shall be at the Customer's expense.

7. ADDITIONAL SERVICES

- A. The Customer may desire to have additional modifications or minor enhancements performed; the fees for these services shall be in accordance with CJS' then current time and materials rates. Specific services include requirements analysis, preparation of functional and programming specifications, software development, testing, documentation, installation, file conversion, training, and help desk support. CJS shall provide an estimate of cost prior to performing any of the above services. CJS is available to perform these modifications within the scope of this Agreement or under a separate agreement.
- B. Additional support outside the scope of the support services described in this Agreement may be available to the Customer upon request. These services shall be performed on a time and materials basis as authorized by the Customer in writing.

8. RESPONSE TIMES AND AVAILABILITY

- A. **Definition.** The Customer Support Department is the primary means of communication between the Customer and CJS regarding all CJS software issues. Customer Support provides the most efficient means to track, manage, and resolve all CJS software issues.
- B. **Response Time.** CJS target average response to Customer's request for assistance via the Customer Support Department is within four (4) business hours of receipt. Response time is defined as the time it takes CJS to provide the Call Tracking Number to the Customer.
- C. **Resolution Time.** Resolution time will vary depending on the severity and complexity of the reported problem. Resolution time is defined as the time it takes CJS to sufficiently remedy the problem or return the system to operational status. Resolution may mean that a temporary fix has been provided to correct a problem until a permanent solution can be delivered. Elapsed time for development effort is not included in Resolution time.
- D. **Hours of Operation.** CJS shall be available for support services Monday through Friday, 8 A.M. to 5 P.M. Eastern Time, except for CJS-observed holidays, which may be revised from time to time.

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