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# MEMO

APPROVED  
10/5/2020



DATE: September 30, 2020  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – Highways – BTC

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Service Agreement between the Board of County Commissioners on behalf of the Tulsa County Highway Department and BTC Broadband for a business line with outbound long distance, fiber optic network and static IP address for Highway District 3, located at 4959 E. 171<sup>st</sup> St., Bixby, Oklahoma.

This agreement is respectfully submitted for your approval and execution.

MME / rjm

SUBMITTED FOR: The October 5, 2020 BOCC meeting agenda.

CMF# 20202485



# Business Service Agreement

(918) 366-8000  
BTCBroadband.com



**BTC Account Representative:** Scott Boultinghouse      Email: sboultinghouse@mybtc.com  
**Phone Number:** 918.366.0227      **Quote Date:** 6/12/2020  
**Fax Number:** 918.364.3022      \*Quotes are valid for 60 days

**Customer Information**

**Legal Company Name:** Tulsa County - Highway District 3  
**Street Address:** 4959 E 171st St  
**City/State/Zip:** Bixby, OK 74008  
**Billing Address:**  
**City/State/Zip:**  
**Federal Tax ID:**

**Authorized Customer Contact Information**

**Name:** Karen Marshall  
**Telephone:** (918) 591-6131  
**Other Telephone:**  
**Email Address:** kmarshall@tulsacounty.org  
**BTC Acct. No.:**

**BTC Services**

Qty	Product	Description	Term (Months)	Price	One Time Charges	Monthly Recurring
1		Business Line	12	\$38.00	\$0.00	\$38.00
Use		Outbound Long Distance - Flat Rate	12	\$0.05	\$0.00	\$0.00
1		Fiber Optic Internet: 50/20 Mb	12	\$99.00	\$0.00	\$99.00
1		Static IP Address	12	\$5.00	\$0.00	\$5.00
<b>Total:</b>					<b>\$0.00</b>	<b>\$142.00</b>

Thank you for choosing BTC Broadband. This Order Confirmation sets forth certain specific terms regarding the Services that you agreed to receive. Additional Terms and Conditions regarding your obligations, BTC's obligations, and use of the Services are set forth in the BTC Terms and Conditions available at <http://www.btcbbroadband.com> and are incorporated as part of your Agreement. Please read the BTC Terms and Conditions carefully. Unless specially indicated herein, if this Order Confirmation reflects a change or addition to existing Services, this Order Confirmation supersedes any existing Order Confirmation. The term of your Agreement commences on the earlier of either (i) the installation date, or (ii) 30 days after delivery of the Approved applicable facility and/or Equipment to the Premises.

**Customer Authorized Signature:** *Stan Sallee*      **James G. Rea**  
 Assistant District Attorney

**Printed Name:** Stan Sallee

**Title:** Chairman Pro Tem, Board of County Commissioners of the County of Tulsa      **Date:** 10/5/2020      **Attest:** *Will Hill*



CMF# 20202485

Digitally signed by James G. Rea  
Date: 2020.09.30 16:54:53 -0500

## **BTC BROADBAND TERMS AND CONDITIONS**

Thank you for choosing BTC Broadband, Inc. (“BTC”). BTC is a fiber-optic based broadband communications company offering cutting-edge telecommunications services in Oklahoma. In business for over 100 years, BTC provides a variety of services to both residential and business customers including high speed Internet and local and long-distance phone service. These Terms and Conditions have been implemented in order to maximize the value that you receive as a BTC customer through BTC’s cutting-edge infrastructure.

### **1. AGREEMENT AND ACCEPTANCE**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IT IS ESPECIALLY IMPORTANT FOR YOU TO READ SECTION 9 (DISPUTE RESOLUTION) CAREFULLY, AS SECTION 9 PROVIDES FOR RESOLUTION OF DISPUTES THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY OR THROUGH A CLASS ACTION.

These Terms and Conditions, the Order Confirmation (defined below) and any Service Level Agreement, and, if applicable, the Terms of Service, along with any schedules and any terms and documents incorporated herein by reference (collectively, this “Agreement”), set forth your obligations, BTC’s obligations, and the rules that you must follow in connection with utilizing the Services. In the event of any inconsistency, the terms of the Order Confirmation, any Service Level Agreement, and then these Terms and Conditions shall control. For the avoidance of doubt these Terms and Conditions are not applicable to any of the Services that constitute a telephone utility subject to the jurisdiction of the Oklahoma Corporation Commission.

You accept and agree to be bound by this Agreement when you do any of the following: (a) give BTC your written electronic signature; (b) tell us orally or electronically that you accept; (c) click the “I Accept” button for online purchases or account changes; or (d) use or continue to use the Services. By accepting this Agreement, you acknowledge that you are 18 years of age or older, are competent to enter into a legally binding agreement with BTC, on behalf of yourself and others on your Premises who may

utilize the Services, and are authorized to obtain the Services or make changes to an existing account.

### **2. DEFINED TERMS.**

In addition to terms defined elsewhere in this Agreement, the following terms when utilized in this Agreement, unless the context otherwise requires, shall have the meanings indicated:

“Authorized User” has the meaning set forth in Section 10.

“Equipment” has the meaning set forth in Section 4.

“Internet Service” means any Internet access service you have agreed to receive from BTC.

“Order Confirmation” means the form (whether paper or electronic) provided to you by BTC confirming the Services that you agreed to receive from BTC. The Order Confirmation may set forth certain specific terms of this Agreement, including, without limitation, the term of this Agreement, rate plans, access charges, fees, taxes and surcharges, and the Equipment you have selected.

“Premises” means the location(s) set forth in the Order Confirmation, and only such location(s), at which you agreed to receive the Services.

“Services” means all services you have agreed to receive from BTC, including without limitation the Internet Service and/or the VOIP Phone Service.

“VOIP Phone Service” means any packet-switched telephone service, commonly referred

to as ‘Voice over Internet Protocol,’ you have agreed to receive from BTC.

“You” or “you” means the person or entity that subscribes to the Services or purchases or leases Equipment and anyone who accesses the Services and Equipment provided to you.

### **3. ELIGIBILITY AND AVAILABILITY**

BTC strives to quickly and efficiently provide Internet access services to as many customers as possible. However, BTC Internet access services are not available in all areas and may not be available at certain speed tiers (or at all) at a particular location, notwithstanding any initial indications by BTC and its representatives regarding availability. BTC, in its sole discretion, may determine from time to time whether any Internet access services are to be made available to a particular location.

BTC’s agreement to provide the Services is subject to credit approval, and, as such, you authorize BTC to ask credit-reporting agencies for credit information about you. BTC may require you to submit an initial deposit and/or an advanced payment as security for payment of charges. In the future, an additional deposit or advanced payment may be required if you elect to modify the Services you receive, you are late on payment, or your credit rating changes. Any initial deposit will be refunded if satisfactory credit has been established or upon termination of the Services, all Equipment has been returned, and no balance or other amount is due. BTC reserves the right to apply the deposit to any amount due and unpaid, and the payment of an initial deposit in no way relieves you of paying your bills in a timely manner. Regarding advanced payments, any advanced payment will appear as a credit to your first-month’s bill. If you cancel the Services before installation, or BTC cannot install the Services for some reason, then BTC may refund the advanced payment. BTC will not refund any advanced payment made after installation of the Services.

Your payment of an installation fee for the Services to be provided at a particular location does not obligate BTC to provide the Services to

such location. If an installation fee is paid for the provision of the Services at a particular location and BTC, in its sole discretion, does not initiate the installation of Equipment or provision of the Services to such location for any reason other than your failure to adhere to this Agreement, then BTC will refund the installation fee.

You agree to provide BTC with all necessary access to the Premises to install and configure the Equipment necessary for you to receive the Services. You agree that BTC may install Equipment outside or affixed to the building(s) at the Premises. You also agree that any person present at the Premises may grant access and authorize BTC to perform installation services in and around the building(s) at the Premises, and that such authorization will have the same effect as if you had authorized the installation services yourself. You further agree that BTC may use, and that you have the necessary permissions to approve BTC’s use of, existing facilities, including existing wiring in and around the building(s) at the Premises, in connection with performing the installation services.

If you rent or otherwise do not own the building(s) at the Premises, then you may be asked to prove that you have received all permissions necessary for BTC to perform installation services. If BTC incurs any costs, including attorneys’ fees, because you did not get the necessary permission(s) for BTC to install the Equipment necessary for the Services, you are responsible for reimbursing BTC for those costs, regardless of whether BTC inquired as to your receipt of necessary permissions.

### **4. EQUIPMENT AND SOFTWARE**

In order to receive the Services, BTC may provide to you certain equipment and/or software (collectively, the “Equipment”). The Equipment shall remain the property of BTC. You may not loan, transfer, or assign the Equipment to any other person. You are responsible for any loss, theft, or damage of the Equipment. You are responsible for the receipt of the Services on the Equipment and any equipment you own.

BTC will repair or replace the Equipment in the event of damage thereto as BTC deems necessary and may charge you a fee for repair or replacement thereof. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings or otherwise alter the functionality thereof. You will be responsible for payment of service charges for visits by BTC, or its agents, to your location when a service request results from causes not attributable to BTC or its agents.

If the Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by BTC, then you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended use, and not for any other purpose. You agree to use appropriate and reasonable care in using any and all Equipment.

Except as otherwise provided, the Equipment must be returned to BTC undamaged, within 21 calendar days after the Services are terminated for any reason. If the Equipment is not returned within 21 calendar days, or is returned damaged, you may be charged a “Non-Return Equipment Fee.” BTC may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the Equipment within this time period. If the Equipment is returned within three months of termination, any fees charged for such Equipment, including any Non-Return Equipment Fee, will be refunded (other than fees for damages). No refunds will be made for Equipment returned more than three months after termination. This paragraph also applies if your existing Equipment is replaced or upgraded for any reason.

The Equipment may incorporate software which is owned by BTC or its third-party licensors (the “Software”). BTC, to the extent permitted by law, grants you a personal, non-assignable and non-exclusive license to use the software provided to

you as part of the Services. This license is for the sole purpose of allowing you to use the Services. You may not copy, modify, distribute, sell, or lease any part of the Services or Software. This paragraph also applies to any modifications, updates or supplements to the Software provided to you. In addition, you agree to allow BTC or its agents to send the Software to and configure any equipment owned by you and utilized to receive the Services when necessary to provide the Services, even if doing so changes, adds or removes features or functionality of any such equipment. Absent gross negligence or willful misconduct, BTC will not be responsible for any damage to your equipment arising from such activities. In the event of such damage, BTC’s maximum liability to you is \$200.

Other than the Equipment provided to you by BTC for use with the Services, you must provide all equipment, devices, and software necessary to receive the Services. Any equipment or software that was not provided to you by BTC, including batteries, is not the responsibility of BTC, and BTC will not provide support for, or be responsible for ongoing maintenance of such equipment.

Regardless of whether the equipment used to access the Services is owned by you or BTC, BTC reserves the right to manage such equipment for the duration of its provision of the Services and retains exclusive rights to data generated by such equipment. Neither you nor a third-party may change, interfere with, or block access to such equipment or data, or any settings related to such equipment or data, while you continue to receive the Services.

## **5. INTERNET ACCESS AND SERVICE CHANGES**

BTC provides a number of Internet access service options, each of which has a specific service capability speed range. BTC’s broadband Internet access speeds vary by customer location. BTC strives to provision a customer’s connection up to the maximum advertised speed, but the actual speed that you experience will vary based on multiple factors, such as the condition of wiring inside the Premises, general Internet backbone

configurations and computer configurations, network or Internet congestion, particularly during peak hours (very generally defined as 7 p.m. to 11 p.m.), the number of users attempting to use or using Internet access services at the same time and the server speeds of websites accessed. These variables can cause broadband Internet access service to perform at less than maximum advertised speeds. BTC does not and cannot guarantee speeds.

BTC reserves the right to modify or discontinue the Internet Service (including rates and charges), temporarily or permanently. If BTC makes a change that would have a material impact on the Internet Service, BTC will endeavor to provide you with reasonable notice of any such change. The terms and conditions for temporary changes, if any, will be included in the notice and incorporated by reference into this Agreement. Your continued subscription to the Internet Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and website posting, BTC may instead, at its sole discretion, require customers to enter into an agreement with BTC regarding temporary material changes.

## **6. VOIP PHONE SERVICE**

You agree that you are the main account holder for each telephone number assigned in connection with the VOIP Phone Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.

The VOIP Phone Service requires a regular touchtone landline telephone, which you must supply, and a connection to the Internet.

Because the VOIP Phone Service is dependent upon access to the Internet, the availability of an adequate power source, and correct configuration of Equipment and any equipment provided by you, BTC does not and cannot guarantee that the VOIP Phone Service will be continuous, error-free, or completely secure.

BTC limits the maximum number of days that messages will be retained; the maximum number messages that will be retained; the maximum size of any message; and the maximum disk space that will be allotted on BTC's servers on your behalf. BTC reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You agree that BTC will have no responsibility or liability for the deletion, failure to store, or failure to deliver any messages or other communications or content transmitted to or by the VOIP Phone Service.

YOU ACKNOWLEDGE THAT THE VOIP PHONE SERVICE MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF YOU ATTEMPT TO ACCESS 911 IN AN EMERGENCY. YOU FURTHER ACKNOWLEDGE THAT BTC DOES NOT PROVIDE BATTERY BACK UP FOR THE VOIP PHONE SERVICE AND THAT YOU BEAR THE RESPONSIBILITY OF ENSURING THAT AN ADEQUATE POWER SOURCE IS AVAILABLE IN THE EVENT OF A POWER OUTAGE OR OTHER INTERRUPTION.

BTC DOES NOT AND CANNOT GUARANTEE THAT THE VOIP PHONE SERVICE ACCESS TO 911 WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE VOIP PHONE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES OR UPON THE OCCURRENCE OF ANY OTHER INTERRUPTION, INCLUDING, BUT NOT LIMITED TO, NETWORK OUTAGE, BROADBAND CONNECTION FAILURE, OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES.

YOU ACKNOWLEDGE AND UNDERSTAND THAT BTC WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING THE VOIP PHONE SERVICE OR

INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON. YOU ACKNOWLEDGE THAT BTC STRONGLY RECOMMENDS YOU MAINTAIN AT ALL TIMES AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES, SUCH AS VIA CELLULAR TELEPHONE SERVICE.

BTC MAKES NO WARRANTY THAT (i) THE VOIP PHONE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE WHEN USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES, (ii) THE VOIP PHONE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARM(S), MONITORED FIRE ALARM(S), OR MEDICAL MONITORING SYSTEM(S) OR DEVICE(S), OR (iii) ANY BATTERY BACKUP POWER EQUIPMENT YOU MAY PURCHASE WILL BE SUFFICIENT TO MAINTAIN THE VOIP PHONE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES. YOU ARE RESPONSIBLE FOR PURCHASING AND MAINTAINING ANY DESIRED BATTERY BACKUP EQUIPMENT. YOU ACKNOWLEDGE AND UNDERSTAND THAT BTC WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF ANY FAILURE OF ANY MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES.

## 7. ACCEPTABLE USE OF THE SERVICES

(a) You agree that you will use the Services in accordance with the terms of this Agreement. The following uses of the Services are prohibited:

- (i) Transmitting any material that, intentionally or unintentionally, violates any applicable local, state,

national or international law, or any rules or regulations;

- (ii) Harming, or attempting to harm, minors in any way;
- (iii) Transmitting any material that threatens or encourages bodily harm or destruction of property or harasses another;
- (iv) Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information;
- (v) Making fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters”;
- (vi) Forging of any TCP-IP packet header, email header or any part of a message header (this prohibition does not include the use of aliases or anonymous remailers);
- (vii) Transmitting any unsolicited commercial email or unsolicited bulk email or engaging in activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial;
- (viii) engaging in auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting;
- (ix) Accessing, or attempting to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of BTC’s or another entity’s computer software or hardware, electronic communications system or

telecommunications system, whether or not the intrusion results in the corruption or loss of data;

- (x) Infringement of intellectual property rights or other proprietary rights, including, without limitation, material protected by copyright, trademark, patent, trade secret, or any other proprietary rights of any third-party;
- (xi) Collecting, or attempting to collect, personal information about third-parties without their knowledge or consent;
- (xii) Reselling the Services without BTC's prior written authorization; provided, in the event BTC authorizes reselling of any or all of the Services, you agree that you bear the sole responsibility for 1) providing any such Services to any third-party, 2) any dispute, claim, or controversy arising out of or relating to providing such Services to any third-party, and 3) BTC shall bear no responsibility or liability, directly or indirectly, to any third-party as a result of your resale of any such Services;
- (xiii) Use of the Services at a location other than the Premises;
- (xiv) Posting or sending software or technical information in violation of U.S. export laws; or
- (xv) Engaging in any activity that adversely affects the ability of other people or systems to use BTC's Internet access services or the Internet, which includes distributed denial of service (DDoS) attacks against another network host or individual user and other interference with or disruption of other network users, network services or network equipment, whether intentional or unintentional.

(b) BTC may access, use, and disclose information regarding use of the Internet Services at the Premises to:

- (i) Comply with the law;
- (ii) Enforce or apply this Agreement;
- (iii) Initiate, render, bill, and collect for services;
- (iv) Protect BTC's rights or property and those of its customers; or
- (v) Protect users of BTC Internet access services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

(c) In the event the Internet Service is used in a manner prohibited under this [Section 7](#), BTC, in its sole discretion, may take any one or more of the following actions:

- (i) Issue warnings, whether written or verbal;
- (ii) Suspend your account;
- (iii) Terminate your account;
- (iv) Bill you for administrative costs and/or reactivation charges; or
- (v) Bring legal action to enjoin violations and/or to collect damages (including, without limitation, reasonable attorneys' fees), if any, caused by violations.

## 8. PAYMENT

BTC will bill you the recurring and installation rates set forth on the applicable Order Confirmation for the Internet Service, with any increases not set forth thereon applicable upon notice. Billing at the Premises will begin upon the earlier of either (i) the installation date, or (ii) 30 days after delivery of the applicable facility and/or Equipment to the Premises. BTC may choose to bill in full monthly increments with no



proration for partial service periods when any or all of the Services either start or end in the middle of a billing cycle.

You will pay in advance for the Services ordered by you (or, for the avoidance of doubt, ordered by anyone at the Premises, with or without your permission) until the services are canceled or terminated as permitted in this Agreement. The outstanding balance is due in full each month. BTC may, in its discretion, accept partial payments, which will be applied to the oldest outstanding statement. No “payment in full” notation or other restrictive endorsement written on your payments will restrict BTC’s ability to collect all amounts owing to BTC. If you do not pay your statements on time, BTC may restrict the availability or renewability of the Services, require immediate payment for the Services ordered, or deactivate the Services.

You agree to pay in full each month: (a) the monthly fee set forth in the Order Confirmation; (b) any charge(s) for Equipment required for the Services; (c) activation fees, connection and/or installation charges, if any; (d) late fees, service restoral fees, and other applicable service charges; (e) any applicable taxes, recovery fees and surcharges that BTC pays to municipalities and other governmental entities and may pass on to you; and (f) any other fee or charge applicable to your receipt of the Services through this Agreement or any other document arising out of or relating to the Services.

BTC will send you a statement for each billing cycle. The statement will show: (a) payments, credits, purchases and any other charges to your account(s), (b) the amount you owe BTC, and (c) the payment due date. If you have questions, you must contact BTC within sixty (60) days of receiving the statement in question. Failing to contact BTC within such period regarding any disputed portion of the statement will constitute a waiver of your right to assert such dispute. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of the Services.

If you fail to pay any amount you owe BTC, you may be subject to collections by BTC or your account may be referred to a third-party collection agency. To the extent permitted by law, you will pay BTC any costs and fees reasonably incurred to collect amounts you owe. Notwithstanding anything herein to the contrary, BTC may, in its sole discretion, seek relief in a court of proper jurisdiction in Tulsa, County, State of Oklahoma, for collection purposes.

## 9. DISPUTE RESOLUTION

Subject to the final sentence of Section 8, In the event of any dispute, claim, or controversy between you and BTC arising out of or relating to this Agreement or any breach thereof, including, without limitation, any claim that this Agreement or any of its parts is invalid, illegal or otherwise voidable or void, whether such dispute, claim or controversy sounds in contract, tort, equity or otherwise, and whether such dispute, claim or controversy relates to the meaning, interpretation, effect, validity, performance or enforcement of the Agreement, you agree that such dispute, claim or controversy shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the “Arbitration Act”). The Arbitration Act will apply even though this Agreement provides that it is governed by, and construed in accordance with, the law of the state of Oklahoma.

Arbitration proceedings will be determined in accordance with the Arbitration Act, the then-current Consumer Arbitration Rules promulgated by the American Arbitration Association or any successor thereof (“AAA”), and the terms of this Section 9. In the event of any inconsistency, the terms of this Section 9 shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this Section 9, BTC may designate another arbitration organization with similar procedures to serve as the provider of arbitration. All disputes, claims, or controversies will be decided by one arbitrator in Tulsa County, State of Oklahoma.

**YOU AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN A COURT OF GENERAL JURISDICTION AND ANY**