



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Safety Council Committee

Tuesday, June 6, 2017

4:30 PM

Municipal Center

Special Called Meeting

1. Call To Order

2. Roll Call by City Clerk Donna Jackson

3. New Business

Resolutions To Be Introduced

RES-17:081

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CASELOADPRO TO PROVIDE COMPUTER MONITORING SERVICES FOR THE PROBATION SERVICES FOR CRAIGHEAD COUNTY DISTRICT COURT

Sponsors: Police Department

Attachments: [Probation CaseloadPro Contract](#)

4. Adjournment



Legislation Details (With Text)

File #:	RES-17:081	Version:	1	Name:	An agreement with CaseLoadPro to provide computer monitoring services for the Probation Services for Craighead County District Court
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	6/1/2017	In control:		In control:	Public Safety Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CASELOADPRO TO PROVIDE COMPUTER MONITORING SERVICES FOR THE PROBATION SERVICES FOR CRAIGHEAD COUNTY DISTRICT COURT				
Sponsors:	Police Department				
Indexes:	Contract				
Code sections:					
Attachments:	Probation CaseloadPro Contract				

Date	Ver.	Action By	Action	Result
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A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CASELOADPRO TO PROVIDE COMPUTER MONITORING SERVICES FOR THE PROBATION SERVICES FOR CRAIGHEAD COUNTY DISTRICT COURT WHEREAS, the City of Jonesboro, Arkansas and CaseloadPRO desire to enter into an agreement regarding computer monitoring services for the probation services for the Craighead County District Court; and

WHEREAS, said agreement is attached hereto and the terms set out therein;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

1. The City of Jonesboro approves the Agreement with CaseloadPRO to provide computer monitoring services for the probation services for Craighead County District Court. That the Agreement shall be on a month to month basis and may be cancelled by providing thirty (30) days notice. The fee is a one time set up charge of \$645.00 and a monthly charge of \$150.00. All other details of the agreement, including the scope of services to be provided, are set out in the attachment.
2. The Mayor, Harold Perrin and City Clerk, Donna Jackson are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary or to electronically execute this agreement.



CaseloadPRO[®]



Jonesboro Police Department

Prepared For

Jim Chambers
Jonesboro Police Department

Created By

Larry Stanton
CaseloadPRO
1.800.686.1134 x122
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<http://www.CaseloadPRO.com>



Communicate, coordinate and track offenders with CaseloadPRO, the premier criminal justice caseload tracking system. Our integrated, cloud-based SaaS model keeps your department connected and focused in a way no other offender control system does and at a price that fits your budget.

One Login - Login one time and gain access to all products offered by CaseloadPRO.

Budget Friendly - Our pricing model makes this system affordable for even the smallest departments.

Pay As You Go - No lengthy drawn-out contract. Pay month-to-month and cancel at anytime.

Minimal Up-Front Cost - Unlike other systems, we have NO large up-front purchase or setup costs.

Quick Setup - We can have your department using CaseloadPRO in as little as a few days.

Easy to Learn and Use - Our products are intuitive and easy to use. Users are trained in half a day.

Unlimited Upgrades - New features are seamlessly added without any downtime or additional costs.

Customizable - Can be easily modified to work with your department's unique needs.

No IT Department Required - Doesn't require an IT department to maintain the system or servers.





Case Management

Our mobile-ready Case Management System (CMS) provides full case monitoring and reporting capabilities for Probation, Parole, Pre-Trial & Diversion. With fully integrated Juvenile and Adult systems, agencies experience efficiencies which save time and money.

Access Anywhere, No Hardware/No Software - Use Desktop or Tablet devices from any location with internet access.

Generate Reports, Letters & Forms - Generate all documents with data populated from the system.

Alerts and Reminders - Never forget to contact an offender again! CaseloadPRO will automatically remind an officer of upcoming and missed appointments.

Case Details - Store all case related information including Offenses, Hearings, Violations of Probation, Warrants, Victims, Programs, Community Service, Incident Tracking and much more.

Financials & Revenue Recovery - Track fines, fees and other charges owed by the offender. Automatically generate recurring invoices, create a payment plan, receive payments, etc.

Text-Message and Email - Send an offender, or your entire caseload, a text message or email directly from CaseloadPRO. All messages sent are automatically recorded in the Activity log.

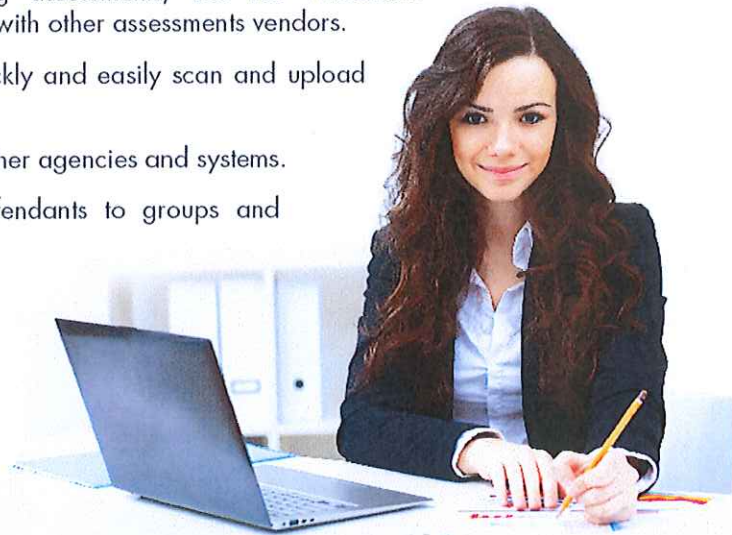
Activities/Chronos/Notes & Appointments - Schedule future appointments, or document contacts and communication made with offenders.

Assessments - Complete your existing assessments, like the Wisconsin Risk/Need. CaseloadPRO also integrates with other assessments vendors.

Document Management Center - Quickly and easily scan and upload any document to an offenders file.

Interface - Capable of interfacing with other agencies and systems.

Drug Test Management - Assign defendants to groups and schedule groups for random testing.





Electronic Monitoring

Utilizing advanced GPS tracking devices that are seamlessly integrated with our Case Management System, CaseloadPRO's Electronic Monitoring System provides unrivaled reliability and ease of use. Our offender monitoring system combines intuitive software, dependable hardware and comprehensive support services so you can increase compliance, reduce recidivism, and maintain public safety.

Fully Integrated – Electronic Monitoring is fully integrated into CaseloadPRO's Case Management System.

Device Reliability – Utilizing proven hardware of Satellite Tracking of People LLC (STOP) Bracelet and Beacon devices are ultra-reliable and provide highly accurate data which virtually eliminates false alerts.

User-friendly Interface – CaseloadPRO's intuitive interface allows you to quickly create policies and zones and monitor devices.

Device Design – Slim one-piece design that combines RF and GPS technology into a solid tamper sensitive device.

Active Monitoring – Location and condition data is captured every minute over GPS and transmitted over cellular networks where alerts and notifications are generated to keep you in touch and in control of your EM population.

GPS Jamming & Shielding – Detects and reports when enrollees jam or shield the GPS signal which provides supervising agents with court-admissible evidence of device tampering.

Smart Notifications – CaseloadPRO alerts officers of violations immediately via text, email and phone. Offenders can also be notified of low battery alerts.





Offender Check-in

Using the latest interactive telephone technologies, officers can stay linked to their offenders by voice biometric check-ins. AND BEST OF ALL... it doesn't cost your department a dime!

Automated Telephone Check-ins - Offenders can complete check-ins by telephone at department specified frequencies.

No Cost Solution - Offender Check-in is an offender pay solution. Departments can optionally pay for check-ins at a lower discounted rate.

Voice Biometrics - Every offender verified using voice print technology. Voice biometrics can identify an offender with 99% accuracy.

Custom Interviews - Departments can create multiple interviews hand tailored to capture important information.

Stand-Alone or Integrate with any Case Management System - Seamlessly integrates with CaseloadPRO, or at no additional cost, departments can optionally integrate into their existing case management system.

No Hardware, No Software, No Headaches! - Web-based system that is hosted in our trusted and secure data center. Runs in any modern web browser, so there isn't any software to install.

Email & Text Reminders - To decrease missed check-ins, CaseloadPRO will automatically send a reminder via email or text message.

Reports, Letters and Forms - Save time by having our system automatically generate your reports, letters and forms. Export these reports in PDF, Word or Excel.





Appointment Reminder

Tired of lost officer and court time from missed appointments? CaseloadPRO's Appointment Reminder system can help by automatically contacting offenders the day before the appointment or hearing. With a gentle reminder the day before the event, offenders are more likely to appear, allowing your officers to capture countless hours of lost time.

Remind Multiple Parties - Remind offenders, parents, guardians & victims of upcoming events with date, time and location.

Unlimited Reminders per Event - Reminders sent via phone with multiple attempts to ensure message delivery.

Save Valuable Time - Eliminate wasted time from Failure to Appear at hearings and appointments.

Stand-Alone or Integrate with any Case Management System - Seamlessly integrates with CaseloadPRO, or at no additional cost, departments can optionally integrate into their existing case management system.

No Hardware, No Software, No Headaches - Web-based system that is hosted in our trusted and secure data center. Runs in any modern web browser with no software installation required.

No Minimums or Long-term Contracts - Pay month-to-month and use Appointment Reminders when and how it makes sense for your department by using the reminder setup utility.

Control Your Reminders - Set reminder categories and budget to fit your department's needs.

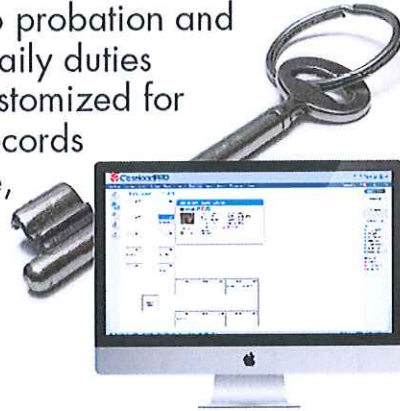
Record & Playback - Each reminder call can be recorded and played back as needed.





Detention Management

Detention Management is a comprehensive solution for tracking and managing every aspect of an detainee's incarceration. From the initial intake and booking process through to release into probation and supervision, staff can quickly and easily perform daily duties utilizing an intuitive and user-friendly interface. Customized for each facility, the Detention Management System records Room Assignments through a drag-n-drop interface, Approved Visitors & Visits, Risk & Medical Alerts, Incidents and much more.



Scalable - No matter the size of your facility or how many facilities, CaseloadPRO's Detention Management system offers the scalability and flexibility to meet your facility's unique needs.

Log Everything (Discipline, Alert Codes, Visits, Meals) – With one-click entry, your sure to capture key components of a detention with historical information preserved for posterity.

Complete Room Assignment History – As detainees move from room to room during a detention, all movements are time stamped, tracked and logged for historical purposes.

Staff Shift Notes – Staff record full shift notes which are stored and locked to ensure long-term accessibility by supervisors.

Graphical Unit Management – Utilizing a powerful grid layout, a graphical representation is created for each unit thereby allowing drag and drop capabilities for moving inmates.

Room Assignment Checks with Department Defined Alerts – Facilities can specify Room Assignment Checks with Warnings or Preventions using CaseloadPRO's revolutionary Room Check system.

Incident Reporting – Create Incident Reports with complete amendment and approval flows between staff and supervisors. Include Images, Digital Signatures and Questionnaires.



Detention Room Check



Detention facilities can easily manage room checks with the CaseloadPRO Room Check System. Room Check records the time occupancy is verified, sends alerts for missed room checks, and creates reports for each shift. Using the ruggedized hand-held scanner, officers can complete room checks swiftly and document their rounds. Information is downloaded automatically over secured wireless network and updated live.

Decrease Liability – Ensure your staff are completing Room Checks at desired intervals.

No Computer Terminal Required – All Room Check devices sync data in real-time over secured wireless network.

Manage Anywhere – Monitor Room Check activity and run reports from any computer or tablet with an Internet connection.

User-friendly Interface – Quickly set up your facility and easily configure room check intervals and users in the system.

Alerting – Overdue and missed room check alerts can be time-stamped and delivered through your reporting hierarchy to allow for escalation if issues are not resolved.

Full Reporting – Room Check provides extensive reporting for each room, unit and facility. Each room check record includes the date, time and staff member who completed the check. Easily export room logs in Excel, PDF or DOCX formats.

Durable Reader – Our Touch Screen Room Check reader is rugged and durable. It also includes Push-to-Talk, Audio Reminders and a Rechargeable Battery.

ROOM 5



Pricing

Services			
Name/Description	Price	Qty	Subtotal
CaseloadPRO Setup Fee	\$295.00 / Fixed		\$295.00
This is a one-time fee that covers any necessary changes to system lookup tables and the provisioning of space on CaseloadPRO servers.			
Online Training	\$350.00 / Fixed		\$350.00
CaseloadPRO will provide 4 hours of online training. Limit of 10 users per session. Training will be recorded.			
Custom Reports	\$0.00 / Fixed		
A custom report can be a letter, court document, financial or statistical. CaseloadPRO will include 0 custom reports. Client can use and make minor changes to any of our 400+ existing reports for free.			
Subtotal:			\$645.00
Subscriptions			
Name/Description	Price	Qty	Subtotal
Case Management User	\$50.00 / Month	3	\$150.00 / Month
A user shall be defined as any individual person who has an active login to access any areas of CaseloadPRO with Add, Edit, Modify and Delete permissions.			
Subtotal:			\$150.00 / Month

Total cost: \$645.00
+ \$150.00 / Month

Master Service Agreement

This CaseloadPRO Master Subscription Services Agreement is between CaseloadPRO, L.P., a California limited partnership, and the client signing below (**Customer**), and is dated as of the date of last signature.

CASE MANAGEMENT SERVICE. This agreement provides Customer access to a proprietary online subscription service consisting of a web-based hosted portal for case management, tracking and organizing offender-related data, which includes functionality for:

- Offender *demographic data* entering and maintaining,
- Offender *case details* entering and maintaining,
- Offender *image* uploading and tracking, and
- Officer and offender *caseload assignment tracking*.

CaseloadPRO will provide this functionality through the caseloadpro.com domain, within its server environment and under the terms below (**Service**). This agreement requires one or more orders which will define the Services further and the pricing for the Services, which orders are governed by the terms of this agreement. CaseloadPRO may also provide data conversion and training services for Customer, which may be further described in an order and a statement of work.

ELECTRONIC MONITORING LEASE

- Customer desires to have the ability to utilize electronically monitor services on certain individuals.
- CaseloadPRO desires to lease to Customer certain electronic equipment set forth in the Pricing sheet.
- Title to all leased equipment shall remain with CaseloadPRO. Customer is not purchasing any of the electronic monitoring equipment set forth in pricing sheet. Instead, such equipment is being leased by Customer solely for its use in the United States to assist in tracking the location of designated individuals (referred to herein as "Individuals").
- Customer will promptly return all leased equipment to CaseloadPRO upon expiration of the lease term in its original condition, reasonable wear and tear excepted.

AUTOMATED CHECK-IN AND REMINDER SERVICE

1. **Offender Pay.** CaseloadPRO will handle the collections and processing of all monies. The offender will buy non-refundable credits via credit card or money order. Only one credit will be used per check-in period.
2. **Department Pay.** CaseloadPRO will invoice the department once a month for the previous month's check-in credits. A credit is assessed for an offender once per check-in period.
3. **Payment Options.** CaseloadPRO can be completely paid for by offender, department, or a combination of both.
4. **Licensing Sharing.** \$2.00 of the \$6.00 monthly check-in fee will be applied toward case management subscription fees.
5. **Revenue Sharing.** The department may increase the offender's check-in fee to any amount above the base CaseloadPRO check-in fee. The additional revenue generated will be credited to the customer's CaseloadPRO account. At any time, the customer may request a check for any portion of the credit balance in the account. CaseloadPRO will cut a check within 14 days of request.
6. **Complimentary Check-Ins.** The department will receive an allowance of free check-in enrollments to be used at their discretion. The total number of complimentary enrollments available to the department will be

calculated as 5% of the total number of offenders with active enrollments. An enrollment is considered active when there has been at least one check-in in the previous 30 days.

7. **Chargebacks.** Credit card chargebacks will incur a \$35 fee to the offender and CaseloadPRO enrollment will be ended. To reinstate enrollment, payment of all fees must be received via money order or credit card.
8. **Audio Storage.** Audio recordings will be available for a minimum of 1 year after an offender's enrollment has ended.
9. **Reminders.** Each individual enrolled in CaseloadPRO will also be enrolled into the Automated Reminder System. A reminder may be delivered via Telephone, Text Message or Email for Court dates or other types of Appointments. Reasonable efforts will be made to receive confirmation for each reminder, but confirmation by the recipient is not required to complete the process.

USE OF SERVICES

1. **CaseloadPRO Responsibilities.** CaseloadPRO must (i) use commercially reasonable efforts to make the Services available, *except for* (x) scheduled outages, or (y) unavailability caused by force majeure, and (ii) provide customer support for the Services at no additional charge: the customer support terms are on Exhibit A to this agreement, which are incorporated into this agreement for all purposes. CaseloadPRO must make reasonable commercial efforts to protect the Customer Provided Information from misuse and unauthorized disclosure, when that information is being processed or used by the Services.
2. **Customer Responsibilities.** Customer (i) is responsible for Customer Provided Information, (ii) must use commercially reasonable efforts to prevent unauthorized access to the Services, and notify CaseloadPRO promptly of any such unauthorized access, and (iii) may use the Services only in accordance with its user guide and applicable government law and rules.

Customer *may not* (w) sell, resell, rent or lease the Services or Products, (x) use the Services or Products to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (y) interfere with or disrupt the integrity or performance of the Services or Products, or (z) attempt to gain unauthorized access to the Services or Products in their related systems or networks.

Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Individuals, including but not limited to monitoring, (b) designating the monitoring level for all Individuals monitored with the leased equipment, (c) identifying and making available Customer staff during the term of this Agreement, (d) establish alert notification protocols and parameters.

5. **PAYMENT TERMS.** Customer must pay all fees that are due within 30 days of receipt of a correct invoice, plus applicable sales, use and similar taxes.
6. **PRICE INCREASES.** CaseloadPRO may not increase its Case Management, Check-ins and Reminders prices under this order by more than 1.2 times (120%) the relative percentage change in the Consumer Price Index (CPI). The change in CPI will be calculated between the current date and the date of last price increase (if no price increase has been made, then the effective date of this order).
7. **SHIPPING.** Unless otherwise agree to by CaseloadPRO, shipping of equipment will be done in accordance with CaseloadPRO's standard shipping terms of 2nd day delivery processed the day following receipt of the order. CaseloadPRO will pay shipping costs for faulty equipment returned for repair and/or replacement.
8. **PROPRIETARY PROPERTY.** Title to any Intellectual Property, leased equipment, including its replacements, and all components of such equipment and replacements, including any software, shall not pass to Customer as a result of this Agreement. Leased equipment may only be serviced and/or repaired by CaseloadPRO. As an attribute of the equipment lease and for only so long as such lease is not terminated or expired, CaseloadPRO grants to Customer a personal, non-exclusive, and non-transferable license under certain U.S. Patents and other intellectual property rights, hereinafter "INTELLECTUAL PROPERTY," that CaseloadPRO has the right to license, such INTELLECTUAL PROPERTY pertaining to the leased equipment, including any software, and the intended use of such leased equipment. This license shall only extend to Customer's use of the leased equipment as specified herein and for no other purpose. This license shall also extend only to that equipment whose lease from

CaseloadPRO has not terminated or expired. Notwithstanding any provision herein to the contrary, this license shall not be assignable or transferable by Customer. In consideration of this license and as a requirement of the lease, Customer agrees that it will not decompile, disassemble or otherwise reverse engineer the leased equipment, including any software, or cause or allow others to do so.

Customer will not modify, or cause or allow others, to modify the leased equipment and software, without the prior written consent of CaseloadPRO. CaseloadPRO or a professional audit firm selected by CaseloadPRO shall have the right, at CaseloadPRO's expense, to enter Customer's premises during times and dates reasonably agreed upon by Customer and CaseloadPRO, and make a reasonable examination of Customer's records, the leased equipment and other things as may be necessary to verify that Customer is abiding by the terms and conditions of this Agreement.

WARRANTY, DISCLAIMERS and INDEMNIFICATIONS

1. **Warranty.** Customer is entitled to any warranties on leased equipment provided by the manufacturer of such equipment and which can be assigned to Customer. **CaseloadPRO makes no other warranties regarding the products or services provided hereunder, express or implied, and CaseloadPRO specifically excludes any warranty of merchantability and fitness of its products and services for a particular purpose. CaseloadPRO expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will CaseloadPRO be liable for any direct, indirect, special, consequential or incidental damages in connection with or arising out of the providing, performance or use of the products or services provided under this Agreement.** Customer acknowledges that neither the equipment nor services provided herein shall prevent, and that neither is it intended to prevent, any individual from committing any harmful, tortuous, or illegal acts. Customer further acknowledges that it may be possible for an individual to remove the equipment by unauthorized means, and that CaseloadPRO expressly disclaims any liability for any harmful, tortuous, or illegal acts committed by the individual. In no event does CaseloadPRO assume or bear any responsibility or liability for acts that may be committed by third Parties or persons subject to or using products or services. The parties hereto shall not be liable for any failure or delay in performance hereunder which is due to Force Majeure. For purposes of this Section, Force Majeure shall mean any event beyond the reasonable control of the parties, including, without limitation, failures of computers, computer-related equipment, hardware or software, network service coverage, fire, flood, riots, strikes, epidemics, war (declared or undeclared and including the continuance, expansion or new outbreak of any war or conflict now in existence), embargoes and governmental actions or decrees.

To the extent permitted by federal and state law, Customer shall indemnify and hold harmless CaseloadPRO for matters that involve designating levels of monitoring for each Individual and any claim, injury, loss, damage or expense arising out of willful and intentional acts of Individuals.

2. **Limited Remedy and Disclaimer.** Customer's exclusive remedy and CaseloadPRO's sole obligation for breach of the warranty in (a)(i) immediately above will be for CaseloadPRO to provide a credit (if this agreement is not renewed, then a refund), for the month in question; provided that Customer notifies CaseloadPRO of such breach within 30 days of the end of the month in question. CASELOADPRO
DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY
THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE
IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MUTUAL CONFIDENTIALITY.

1. **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). CaseloadPRO's Confidential Information includes the Services.
2. **Protection of Confidential Information.** The Recipient must use the same degree of care to protect the Confidential Information that it uses to protect its confidential information (in no event less than reasonable care) and not disclose or use any Confidential Information of Discloser for any purpose (other than within the scope of this agreement). The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees, contractors and agents who need such access

for purposes consistent with this agreement and who have signed similar confidentiality agreements with the Recipient.

3. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser (iii) is received from a third party without breach of any obligation owed to Discloser or (iv) was independently developed by the Recipient without use or access to the Confidential Information.

PROPRIETARY RIGHTS.

1. **Reservation of Rights by CaseloadPRO.** The software and other technologies provided by CaseloadPRO in providing the Services are the proprietary property of CaseloadPRO and its licensors, and all right, title and interest in the software, Services and other technology, including all associated intellectual property rights, remain only with CaseloadPRO. CaseloadPRO grants no rights unless expressly provided in this agreement. Any software provided by CaseloadPRO as part of the services is licensed as follows: CaseloadPRO grants Customer a non-exclusive, non-transferable internal use license to such software for the duration of the Services (Software Component).

Customer Restrictions. Customer *may not*:

1. reverse engineer the Services or the Software Component;
 2. remove or modify any proprietary marking or restrictive legends in the Service; or
 3. access the Services or Software Component to (w) build a competitive product or service, or (x) copy any feature, function or graphic of the Service.
3. **Customer Provided Information.** All uploaded information under Customer's account remains the sole property of Customer, as between CaseloadPRO and Customer (**Customer Provided Information**). Customer grants CaseloadPRO a non-exclusive term license to use, modify, copy and prepare derivative works of the Customer Provided Information for purposes of CaseloadPRO performing under this agreement. Upon a Customer request, CaseloadPRO will promptly return to Customer the Customer Provided Information via FTP or DVD for no charge (requests more than once a month will incur a \$100 administrative fee).
 4. **Licensed Documentation Subscription Services Agreement.** The Services user guide and other CaseloadPRO provided Services documentation is licensed to Customer as follows: CaseloadPRO grants Customer a non-exclusive, license for the duration of the Services to such material for Customer's internal use solely with the Services, with the right to make additional copies of the material (**Licensed Documentation**).

EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

1. **Exclusion of Certain Damages.** EXCEPT FOR A VIOLATION OF CASELOADPRO'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY IS LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA OR INFORMATION, OR ANY FAILURE OF DELIVERY OF THE SERVICES).
2. **Limitation of Liability.** CaseloadPRO'S liability for ALL damages relating TO this agreement (WHETHER IN CONTRACT, TORT OR OTHERWISE) does not exceed the actual amount paid by CUSTOMER as within the preceding 12 months UNDER THIS AGREEMENT.

TERM, TERMINATION and SUSPENSION of SERVICE

1. **Term.** This Agreement shall begin on the effective date defined as the date of last signature and shall continue for the period of (1) one month, during which time CaseloadPRO provides the services set forth in the Pricing Sheet, unless terminated or renewed as provided herein ("Initial Term"). Following the Initial Term, this Agreement, its terms and conditions and authorized amendments will renew automatically for succeeding periods of one (1) month each on the anniversary of the Effective Date unless otherwise terminated as provided herein.

Mutual Termination for Material Breach. If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

Actions upon Termination.

1. (w) *Upon any termination as provided in 13(2) above by Customer*, CaseloadPRO must refund any prepaid fees covering the remainder of the Term of that order.
 2. (x) *Upon any termination as provided in 13(2) above by CaseloadPRO*, Customer must pay any unpaid fees covering the remainder of the Term of all orders, and destroy all CaseloadPRO property and the Software Component. Customer upon request will confirm that it has complied with these requirements.
 3. **Return of Customer Provided Information.** Upon request of Customer within 30 days after the effective date of termination of the Services, CaseloadPRO will make available for download or provide to Customer via FTP or DVD, the Customer Provided Information. After a 60-day period after termination, CaseloadPRO has no obligation to maintain any of the Customer Provided Information.
 4. **Return of Leased Equipment.** Customer will promptly return all leased equipment to CaseloadPRO upon expiration of the lease term in its original condition, reasonable wear and tear excepted.
 5. **Suspension of Service for Violations of Law.** CaseloadPRO may immediately suspend the Services and remove applicable Customer Provided Information if it in good faith believes that, as part of using the Services, Customer may have violated a governmental law or rule, or court order. CaseloadPRO may try to contact Customer in advance, but it is not required to do so.
14. **GOVERNING LAW.** This agreement is governed by the State of Arkansas, substantive laws, without regard to conflict of laws principles. The prevailing party in any litigation is entitled to recover its attorney's fees and costs from the other party.
15. **MISCELLANEOUS OTHER TERMS.** This agreement constitutes the entire agreement between the parties, and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it. Neither party may assign or transfer this agreement or an order to a third party, except that the agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. The parties are independent contractors with respect to each other. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. CaseloadPRO rejects additional or conflicting terms of a form purchasing document. If there is an inconsistency between this agreement and an order, the order prevails. Any terms that by their nature survive termination or expiration of this agreement, will survive. CaseloadPRO may use Customer's name and logo in customer lists and related promotional materials describing Customer as a customer of CaseloadPRO, which use must be in accordance with Customer's trademark guidelines and policies.

Signed by:

Jonesboro Police Department

Date

Harold Perrin, Mayor

Date

Attested by:

Donna Jackson, City Clerk

Date

Exhibit A - Support Terms

Responsibilities of the Customer

The Customer is required to setup first level support contacts. The first level contacts will be the initial contact for any CaseloadPRO support questions from Customer staff. Only first level contacts or Customer designated staff are authorized to contact CaseloadPRO, and only after making reasonable attempts to resolve the issue(s).

Unlimited Phone and Email Support

Days & Hours: Monday - Friday, 9am - 5 pm (PST) (excluding national holidays)

Phone #: (800) 686-1134

Email: help@CaseloadPRO.com

Priority 1 Emergency Support 24x7

Phone #: (800) 686-1134 extension 911

Scheduled Outages

72 hours advance notice and only during weekends, holidays or between the hours of 9pm to 7am (PST).

Severity Chart

Priority	Definition	Response Guideline	Details
Priority 1	Service is unavailable or substantially fails to perform	1 hour	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 24 hours
Priority 2	Substantial degradation in performance of the Service	12 hours	Trouble Ticket opened - Assign engineer to determine and correct the error - Periodic reports on the status of the correction- Initiate work to correct the error - Resolution Goal: < 5 days
Priority 3	Minimal to no impact on the availability or performance of the Services	3 days	Commercially reasonable efforts to include in next major release

Exhibit B - Electronic Monitoring Replacement Costs

INSURANCE AND REPLACEMENT COSTS

In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse CaseloadPRO based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at**

the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units. Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of CaseloadPRO. CaseloadPRO may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost: \$0.50 per day per device

Electing Insurance Coverage (must check one): Yes No

Replacement Cost

Description	Quantity	Replacement Cost
GPS Unit	1	\$ 350
CLP Home Unit	1	\$ 325
CLP Box	1	\$ 300
Straps and direct clips for GPS Unit (set comprised of one strap and four clips)	9 per unit per year	\$ 20
Charging Coupler for GPS Unit.	1	\$ 35
Installation Kit	1	\$ 35
Metal Strap	1	\$ 24

Replacement only for lost and stolen units. Units are not available for purchase.