

RGR
9/18/10

Res. 17357

**SOFTWARE LICENSE AND
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into on this 15 day of Sept., 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **WATCH SYSTEMS, LLC**, 516 E. Rutland Ave., Covington, LA 7433, hereinafter called "Vendor."

WITNESSETH:

WHEREAS, Vendor has proposed to provide to the County a license to operate and annual maintenance for Vendor's Offender Watch software program; and,

WHEREAS, this program will manage and provide public access to County's sex offender registration system; and,

WHEREAS, Vendor has agreed to provide such services, as is more fully set out in the proposal attached hereto as Exhibit A, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Vendor and County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Vendor respectively promise, covenant and agree with each other as follows:

1. Vendor shall provide a license for Vendor's Offender Watch software and annual software maintenance, for use by the Jackson County Sheriff's Office, as is more fully described in Exhibit A.

2. Vendor shall work as an independent contractor and not as an employee of

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SEP 15 2010
MARY JO SPINO
COUNTY CLERK

the County. The manner in which the services are to be performed and the specific hours to be worked by Vendor shall be determined by the Vendor. The County will rely on Vendor to determine and work as many hours as may be reasonably necessary to fulfill Vendor's obligations under this Agreement. Vendor shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Vendor shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay Vendor the total sum not to exceed \$11,000.00 for its services pursuant to this Agreement, as is more fully set out in Exhibit A. Of this sum, \$10,000 is allocated to the software license and maintenance, and \$1,000 for one-time setup fees. A payment in the amount of \$6,000.00 shall be due upon the execution of the Agreement and receipt of Vendor's invoice. Vendor shall invoice the County for the remaining work performed under this Agreement, in the amount of \$5,000, upon successful installation and testing of the system, and County shall promptly pay said invoice.

4. Vendor shall bear all of its expenses of its work under this Agreement.

5. The term of this Agreement shall be effective upon execution, and shall extend until September 30, 2011. Vendor or County may terminate this Agreement by giving 30 days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Vendor may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and

returned by Vendor to County within three (3) days of the demand of County. There shall be no automatic renewal of this Agreement.

6. Vendor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

7. Vendor shall be responsible for its own compliance with all applicable federal, state and local laws and regulations of the jurisdiction(s) in which Vendor's services shall be rendered.

8. Vendor promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

9. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. This Agreement shall be governed by the laws of the State of Missouri.

11. No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents. Each party agrees to indemnify, defend and hold the other harmless from any and all claims, liability, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person, and for damage to or destruction of property, if and to the extent caused by the negligence, willful misconduct or

omissions of a party or its officers, employees or agents during the performance of this Agreement.

12. This Agreement, together with Exhibit A, the Proposal, incorporates the entire understanding and agreement of the parties. In case of a conflict between these documents, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

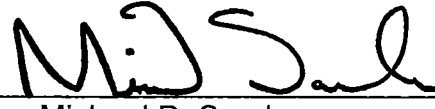
APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By


William G. Snyder,
Acting County Counselor

By


Michael D. Sanders,
County Executive

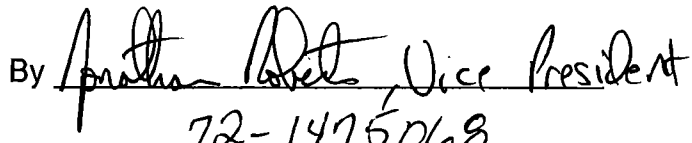
ATTEST

WATCH SYSTEMS, LLC

By


Mary Jo Spino
Clerk of the Legislature

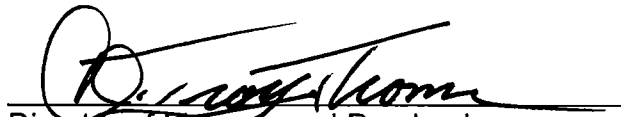
By


Arthur D. Bell, Vice President
72-1475068
Federal I.D. Number

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$11,000.00 which is hereby authorized.


Date


Director of Finance and Purchasing

Account No. 001-5101-56080
51012010028



Jackson County
Sheriffs' Office

Sheriff Mike Sharp

Proposal for:

OffenderWatch®

Presented 6/14/2010:

Stephen A. Rodriguez
Watch Systems, LLC
516 East Rutland Av
Covington, LA 70433

Web: www.watchsystems.com

Email: srodriguez@watchsystems.com

Phone: 985-871-7136
Cell 985-778-7165



Officially Endorsed by
The National Sheriff's Association

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Presented to: Sheriff Mike Sharp
Jackson County Sheriffs' Office
3310 NE Rennau Dr
Lees Summit, MO 64064-2129
816-524-4302, Fax 816-524-4340

FOR QUESTIONS CONCERNING THIS PROPOSAL, PLEASE CONTACT:

Stephen A. Rodriguez, Territory Manager, Watch Systems, LLC
516 E. Rutland
Covington, LA 70433
985-871-7136 (t) 985-871-8115 (f) 985-778-7165 cell
www.WatchSystems.com srodriguez@watchsystems.com

OffenderWatch® references and sample web sites:

Sacramento County CA Sheriff, Sheriff John McGulnriess, <http://www.sacsheriff.com/>

Allen County IN Sheriff, Sheriff Ken Fries <http://www.allencountysheriff.org>

Las Vegas Metro PD/Clark County NV, Sheriff Doug Gillespie <http://www.lvmpd.com/>

Collin County TX, Sheriff Terry Box <http://www.co.collin.tx.us/sheriff>

Dupage County IL Sheriffs' Office, Sheriff John Zaruba <http://www.dupageco.org/sheriff/>

Brevard County FL Sheriffs' Office, Sheriff Jack Parker, <http://www.brevardsheriff.com>

Broome County NY Sheriff, Sheriff Harder, <http://www.gobroomecounty.com/sheriff>

Watch Systems, LLC

Watch Systems is a privately held software development firm based in the New Orleans, LA area who specializes in sex offender registration and community notification software and services at a state and local level. Over the past ten years we have refined a software solution as well as supporting services that are used by over 1,000 law enforcement and state agencies in thirty nine states. The OffenderWatch® solution represents a fully AWA/SORNA compliant Internet-based solution that is highly configurable and serves agencies and communities large and small all across America.

A common misconception is that sex offender laws and enforcement are clear and consistent. The facts are:

- Sex offender management involves registration, verification and community notification, and virtually all 50 states have differing law and customs
- Merely posting offender data on a web site does not satisfy the citizens' need to know the proximity of registered sex offenders to their homes and schools
- Geographic Risk Assessments and proactive Email Alerts such as are provided by OffenderWatch® are the best means available to satisfy the citizens' need to know

Watch Systems is the only fully integrated, nationwide proven supplier of a demonstrable sex offender management and community notification software solution. OffenderWatch® is bundled with proven expertise to help local agencies raise the visibility with citizens of the solution, in order to gain widespread acceptance and use of the web page and notification services. We have delivered under Law Enforcement Banners and logos millions of postal notification flyers and emails. By partnering with Watch Systems and using OffenderWatch®, clients demonstrate that they are doing all that is possible to do to protect the public.

Section 1: OffenderWatch® Solution for Jackson County Sheriffs' Office:

OffenderWatch® Registration database:

- OffenderWatch® sex offender Internet-accessible database will be provided to house data associated with Jackson County Sheriffs' Office sex offenders, with Jackson County street maps and addresses for the County built in, with user manual and quick start guide
- The Jackson County Sheriff will supply their own PC's with Internet access to house the client registration program and access the secure web site where the offender database resides. OffenderWatch® supports unlimited users from your agency.
- The database can include (but most of this data is not required) the following:
 - a. Demographics – physical, scars, tattoos, photo, email and IM addresses
 - b. Address (home, school, work, temporary, volunteer) history, vehicle history, phone number history, verification history, associates, crime data, and photos
 - c. Offenses convicted on, date of registration, verification anniversary dates
 - d. Probation and parole information and officers as well as victim details and offender MO – all offender data is searchable with partial field/keyword lookups
 - e. Special notification recipients (i.e. schools, day cares, victims, etc) and any safety buffers that may be in effect around your institutions (schools, day cares, etc)
 - f. All SORNA/Adam Walsh fields and capabilities are supported

Offender Management, Reporting and Verification:

- The OffenderWatch® sex offender database is available for whatever law enforcement related purposes the Jackson County Sheriff may have – including:
 - ✓ Investigative Purposes such as searching the database for offenders who meet certain offense, physical or other characteristics and then mapping these offenders
 - ✓ You may access and share data for searching and import/export purposes with your neighboring regional jurisdictions if all agencies agree
 - ✓ Agencies may register, map and monitor non-sex offenders in the OffenderWatch® database – offenders such as gang members, arsonists, or career criminals, and choose to publish this data on the web page or not
 - ✓ Share with other authorized law enforcement agencies such as PD's, adjacent SO's, probation, prosecution, etc.
 - ✓ Printing reports or Offender Bulletins or maps of offender addresses in proximity to a crime scene or address, for example
 - ✓ Creating color coded maps of offenders convicted of user-supplied crimes who live or work within a given proximity of a reported crime
 - ✓ Selecting offenders who meet certain criteria and exporting the data to excel or a csv file or an XML file
- OffenderWatch® provides the means to manage the offender address verification cycle, with calendars, maps and verification forms. First, up to (5) separate verification types and cycles in days, for each type, for each offender, is entered when the offender is added (i.e. 'monthly drive-by', 'semi-annual', 'annual re-registration', etc.. Then, the user may display or print a forward looking list and calendar of offenders due for verification, providing the means to record the date the offender was verified and by whom, allowing the updating of the offenders records as required, and maintaining full history of the process. Calendars and verification schedules and maps can be printed by beat, district, responsible, officer or other subdivisions as desired.
- Proximity Violations – OffenderWatch® automatically, at the time of initial address entry or update, measures the distance from the offenders address to the address of the "protected institutions" in your county with specific safety buffers –addresses of institutions such as schools, day cares, churches, libraries, etc. and alerts the registration officer if the proximity or safety buffer is violated. Mapping capability is provided to allow the user to display a map of the offenders showing their proximity to schools, day cares, libraries, parks, etc. Agencies may test any provided address at any time for an offender to verify if the address is outside of the safety buffers in your jurisdiction.

Section 2: OffenderWatch® Solution for Jackson County Sheriffs' Office: continued

Personalized Agency Community Web-Page for Information Dissemination:

The Jackson County Sheriffs' Office OffenderWatch® sex offender information will be made available to your citizens via a link you will place on your existing web site. Only the publishable information about the publishable offenders is published for citizen access. After clicking on the graphical link which accesses the OffenderWatch® sex offender web-site, the citizen may:

- search for a specific offender by location or name or partial name
- perform a geographic risk assessment, by entering an address (such as their home, school, day care) and display a list and a map of offenders within a user defined radius (.25 to 2 miles) of the entered address
- Further, the user can then request and sign up for an email notification that will be made in the event an offender registers an address within the user defined of their registered address – these registered addresses usually include their home, their work, their babysitters address, their school, their daycare, etc. The personalized, customizable email notification includes the Jackson County Sheriffs' Office banner and is from Sheriff Sharp himself. A sample email banner is shown on the next page.
- The citizen may also register to be notified by email if a SPECIFIC offender should move from his/her current address – this is known as offender-tracking
- The user may view the customized slide presentation that is included on the web page prepared for your office, designed to explain to the community the facts about sex offenders, how to run searches, how to interpret the results, and how to sign up for an email notification – a sample community web page is <http://www.sheriffalerts.com/fl/volusia>

Optional Postal Notification Cards – these can be utilized if required and if you wish:

- As offender data is entered, OffenderWatch® determines the number of notification cards required for the user defined notification radius, and displays a mailing estimate of how many cards will be prepared.
- You may decide to send notification cards for all offenders, or only certain of the most dangerous predators, or according to any plan you decide to implement, at whatever radius you elect
- Notification cards carry your Jackson County Sheriffs' Office logo, and a personalized message and public service information from your sheriff, and full offender data, offense history, vehicles, etc. and photograph
- OffenderWatch® can select a wider notification radius (1 mile) for rural offenders and a smaller radius (.3 mile or X amt of feet) for urban offenders – the program and the mailing radius is entirely user selectable.
- The Jackson County Sheriff emails or faxes the mailing authorization form to Watch Systems, who then prints and mails the notification cards. A copy of the notification card is sent to your office for record keeping and is maintained in the offenders file for electronic access. An archive database is maintained for 2 yrs with all mail data including each recipient.

Press Conference

- Watch Systems will assist your agency conduct a press conference with local radio/newspaper/TV, announcing the availability of the OffenderWatch® solution in the county with the citizen Search and Email notification systems – we have sample press releases and video footage available for review from around the county – this is always very enthusiastically received all across America
- Watch systems will supply a custom powerpoint "Flash" presentation for your use on your web site or elsewhere in your community relations programs highlighting the offender management law in your state and your proactive management and notification solution – an example can be found on our web site at <http://www.sheriffalerts.com/sc/alken>

Sample Sheriffs banner that goes across the top of the web page that is linked to your web site for citizen access



SECTION 3: INVESTMENT for the Jackson County Sheriffs' Office

Software: OffenderWatch® database, Website access and Geographic Searching and Mapping Services Include Unlimited users, offenders and Email notifications

10,000 per year, based on counties with population between 200,000 and 600,000- -- Includes user training, Help Desk support, maintenance, quarterly street updates, US postal address updates, and continuous software upgrades as they are made available. Also Includes Watch Systems Help Desk telephone email support for both email registrants and offender addresses including repair where possible of unmappable addresses.

Total for 1st year is \$11,000 for OffenderWatch® which includes one time \$500/thousand for offender setup and conversion, plus \$500 one time for set up and conversion and testing of 'protected addresses' such as schools, day cares, parks churches and libraries with safety buffers. Subsequent years is \$10,000/yr

Investment Includes:

- Enterprise OffenderWatch® software license with unlimited users
- Hosting Facility for the database and web servers
- Email Server and support for some customization of personalized emails from Sheriff
- Mapping License with streets and points of interest for your zip codes of responsibility
- Consulting and Computer-Based training - Help Desk Support via toll free line and email
- Linking your data for read-only access and information sharing with other jurisdictions within your state
- Electronic Access to your data for sharing with the state, other RMS systems, etc via our web service

Postal Notification Cards: Optional and may be utilized if desired and started anytime
Postage deposit required to open a mail account, this deposit will be based on your expected monthly volume of mailings, but at least \$500. We will look at your expected volume and arrive together at an appropriate deposit - Postal Notification Card mailings are provided at the rate of \$.44 each (US postage rate - currently \$.44) including the address rental, printing, addressing, postage, handling, database updates and maintenance - for each mailing there is a minimum of \$35, which equates to about 85 postal cards. We bill you for the mailings/postage on a weekly basis. Since Watch Systems mails to high quality US Postal addresses, we will get very few returns or bad addresses, saving you money and time.

Initial Data File Conversion/ownership of Offender data and Safety Buffer Data

Watch Systems will load the initial registered offender data for your county into OffenderWatch®, map the fields and verify results. Your agency remains the owner of all offender data maintained by Watch Systems servers on your behalf. Also, if your agency will be using the Safety Buffer feature, we will, key and verify these "protected" addresses and make sure they are properly loaded and established in OffenderWatch®. Agency will provide addresses in a form we can readily work with. Protected addresses usually include institutions such as schools, day cares, parks, and other addresses for which the law in your jurisdiction has established a safety buffer. Per published policy statements and guidelines, you may download initially, periodically or at agreement termination a full unrestricted copy of your offender data. Watch Systems holds your data securely and maintains full confidentiality of your offender data. The email subscriber contract embedded in the registration process governs the email registrant confidentiality.

IMPLEMENTATION TIMELINE

Approx 30 Days from start of agreement

PAYMENT AND BILLING TERMS

We will invoice you for your first year of service upon execution and payment is due before startup

TERMS OF AGREEMENT

This is an automatically renewing services agreement that will renew on your anniversary unless cancelled in writing.

Primary Authorized Users, listed below:

Primary authorized user or coordinator

Additional authorized user (s)

Agreed to accepted by

Jackson County Sheriffs' Office
3310 NE Rennau Dr
Lees Summit, MO 64064-2129
816-524-4302, Fax 816-524-4340