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SINGLE SOURCE AWARD **BID # SS-12695-22**

Subject: Case Management Software Solutions

Department: Sheriff's Office

Description of Purchase: Recommend approval of single source award with Corrections Software Solutions, LP for Case Management Software Solutions for the Jacksonville Sheriff's Office. Period of service is for three (3) years from date of executed Service Agreement. Total not-to-exceed expenditure for the three (3) year period in the amount of $160,091.00.

Funding Source: 00111.552104.546620.000000.0000000.00000.0000000 – To be encumbered by formal contract through the Office of General Counsel and processed by Purchase Order Release(s)

Single Source Award To: Corrections Software Solutions, LP

Price Justification: See attachment

Total Award: $160,091.00 **Requisition #:** PSSS-504308-22

Attachments: Agency Memo, Single Source Form, Vendor Letter and Quote/Service Agreement

Certification as to Single Source: Tammy Morris, Director of Department of Corrections

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

SS - 12695 - 22

Jacksonville Sheriff's Office

MIKE WILLIAMS, SHERIFF

Serve • Protect • Community

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA WC
Chief of Budget

From: Tammy Morris Chief for Director Morris
Director of Department of Corrections

Subject: Single Source Award – Corrections Software Solutions

Date: May 6, 2022

We are requesting approval for a single source award with Corrections Software Solutions to obtain a Case Management Software Solution for a three-year period from date of signed Professional Services Agreement. The total not to exceed expenditure amount for the three year period is $160,091.00 from funding code 00111.552104.546620.000000.00000000. The funds will be allocated on an annualized basis. Attached is the single source form, single source memo, the quote, letter from the vendor, along with the Professional Services Agreement. We are requesting that the Professional Services Agreement be processed through the Office of General Council. We are requesting that a PO A be sat up for this request.

Please let me know if you need any additional information.

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a Supplier subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):

Corrections Software Solutions provides a state of the art case management system for pretrial inmates in programs such as home detention, pretrial services, global positioning, and post trial inmates who are on a probation status. This robust case management system not only allows counselors to stay in contact with defednants/probationers, but also allows those processing court ordered requirements (classes/fines) to track their completion with up to date push notifications.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:

Corrections Software Solutions provides a well balanced case management system that is hosted all through out the state of Texas, and has proven track record of industry setting procedures for case management. Their ability to provide case management, risk assessments, urinalysis testing, and a myriad of other things has made them an industry leader for over 28 years.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:

Five case management software solutions were researched, interviewed, and demonstrated to subject matter experts within JSO. None of the case management software solutions were able to show proof of a solid basis of basic case management, but also features such as push notifications to clients, intake and scheduing kiosks, mobile officer access, mobile client access, embedded risk assessment tools, reporting reminders, and a suite of data tracking reports for transparent management. Not only does CSS have these features available, but they are actively in use throughout the country

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CORRECTIONS SOFTWARE SOLUTIONS LP

March 25, 2022

John Verwey
Assistant Chief, Jacksonville Sheriff's Office
Jacksonville, Florida

Mr. Verwey,

Per your request, this letter from Corrections Software Solutions (CSS) is to address your request for obtaining a sole source designation from procurement for CSS, thus allowing the Jacksonville Sheriff's Office (SO) to utlize the professional services from CSS in providing the industry leading Case Management Software (CMS) to the department.

For backgroud purposes, CSS has been providing solutions to the Texas Community Supervision and Corrections Departments (CSCD) for the past 28 years. CSS also provides solutions involving Case Management Software applications in seven other States as well as various pretrial agencies across the Country. Our history is deep and very sucessful in the CSCD market in Texas. Of the 122 CSCD's in Texas, CSS provides full case management services to 115 for a 95% market share. We offer a complete, robust application and service, automating and managing every major case management aspect from case received to case termination. The CSS network consists of 6,000 users daily utilizing our application to manage their caseloads and provide the required services to their clients and the community.

During our company growth and application development, we automated many key processes which can only be provided by CSS. These are direct results of the capabilities of our network and the size of our market. These processes include the following:

- Professional Service
  The CSS business model is built around a Professional Service not the selling of an application. Our CMS is not sold to the department, but our service is provided based on the size of the department. This business model allows the department to grow with the CMS. The professional service includes the server environment (Azure Government Cloud), the CMS application, training and customizations.

- Integrated Dashboard with Adjustable Widgets
  The dashboard on the CSS CMS is utilized as a front interface for the tracking system. Widgets on the dashboard are populated with real time data and are updated as case information is changed in the CMS. Each dashboard can be customized to the user's role in the department.

- Robust Case Management
  With modules designed for misdemeanor probation, pretrial services and reentry units, the CSS application provides the infrastructure to capture all of the necessary data elements and flows, while providing outputs to documents, reports and outside services.

CORRECTIONS SOFTWARE SOLUTIONS

- Kiosk for Client Check-In and Payments
  Utilize the kiosk modules within the CMS to allow clients to check in for appointments, automatically notifying the officer of their presence, allowing payment from the kiosk, while requiring less attention from front desk staff.

- Mobile access for the Officer
  By utilizing a newly rebuilt application, officers can review and update basic demographics data, enter case notes, view and create appointments as well as viewing case documents in the case file.

- Mobile access for the Client
  Officer can provide the client access to an app download and login instructions for mobile case access. The client can review their case balance, next appointments, make a payment, and complete a mobile report capturing the client picture and geographical location for the report.

- Integrated texting services for appointments and payment reminders
  Text messages may be sent to the client upon demand, via appointment and court reminders, or as delinquent fee payment reminders. These messages are automatically noted in case notes and any rejected messages are updated in a dashboard widget.

- Integrated Credit Card Processing
  Payments made via credit card transactions are automatically updated as receipts in the CMS. This eliminates the need for the department to pull credit card reports and re-post these payments in the CMS. It is all seamlessly processed directly through the credit card processor.

- Community Providers Data
  CSS has the ability to track and manage community providers that offer services clients need for supervision requirements. Linking the correct providers to conditions tracked ensures clients are given access to the proper community resources needed.

- Alcohol Monitoring Device Interface
  CSS has built an interface to share data with the Alcohol Monitoring Device (AMD) Vendors for AMD Violations. Violations incurred by the client are pushed to CSS in two-hour intervals throughout the day.

- Customizable Assessment Tools
  CSS has automated the Florida Pretrial Misconduct Risk Assessment Instrument and other public assessment tools. Officers can score each assessment in the CMS, and generate a summary document with results. Reports available from the dashboard to show assessment statistics.

- Integrated Appointment Calendar
  Appointments created in CSS can be shared directly to other calendaring systems via ICS calendar link. Appointments can be displayed from Outlook, Gmail, and other calendars.

- Reports Menu
  CSS believes in developing standardized reports that are menu driven and can be easily accessed by all users in the department with the appropriate clearance. Reports can be generated and dropped into Word, Excel, or PDF. There are over 50 reports related to casework included in CSS. We can also create any customized reports specific to the department that are not already included in CSS.

These sole source features are provided as an integrated part of our base application for all CSS customers. These features will continue to allow for more efficient operations and substantial time and money savings for the department.

John, thank you for the opportunity to outline the features of our application which fit within the sole source designation of the purchasing department. As discussed, we have a strong client base and look forward to adding your department to our satisfied client list.

Sincerely,

James Redus
President, Corrections Software Solutions, LP

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between the Jacksonville, Florida Sheriff's Office, having its principal place of business at 501 E. Bay Street, Jacksonville, Florida 32202 (the "CLIENT"), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, ("CSS"):

WHEREAS, the CLIENT has determined that a public necessity existed to preserve the property of the CLIENT inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the CLIENT; and

WHEREAS, the CLIENT has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the CLIENT would materially benefit from the economies and cost efficiencies of providing such services to the CLIENT by data processing consultants such as CSS; and

WHEREAS, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT. The CLIENT agrees to retain CSS as an independent contractor, and CSS agrees to serve the CLIENT upon the terms and conditions hereafter stated.

CAN ADD A 5-YEAR RENEWAL OPTION, DONE IN WRITING

2. TERM. This Agreement shall commence June 1, 2022 and shall continue to and including Mayr 31, 2025 ("Expiration Date"). ~~The CLIENT shall have the right and option to continue to receive the services of CSS as provided hereunder for additional periods commencing June 1, 2025. In the event that the CLIENT elects to continue to receive services from CSS, this Agreement shall automatically renew for an equal term, unless the CLIENT informs CSS in writing ninety (90) days prior to the Agreement expiration date. Upon execution of renewal, the terms of this agreement will remain in effect for an additional equal term.~~

3. AGREEMENT TERMINATION OR EXPIRATION. Not less than three (3) months prior to the Expiration Date, the CLIENT shall notify CSS whether or not it desires after the Expiration Date to use the CSS Programs. In addition, CSS will provide to the CLIENT, If the CLIENT so elects, (i) training for Systems maintenance and operations of the CLIENT personnel during the three (3) month period prior to the Expiration Date, and at the CLIENT's option, for thirty (30) day increments after the Expiration Date, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the CLIENT as the CLIENT shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the CLIENT shall require for the operation of the CSS Programs. CSS shall receive compensation for furnishing the services and hardware referred to in clauses (i) and (ii) above based upon its then prevailing rates for personnel,

machine time, and other supplies and shall be paid for any hardware furnished to the CLIENT pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will assist in the transfer of the CLIENT's data files, retained by CSS pursuant to this Agreement, to any other data format that the CLIENT desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the CLIENT.

4. FUNDING OUT PROVISION. The continuation of this agreement until May 31, 2025 shall be subject to the approval of the annual cost of this agreement by CLIENT as an approved item of the CLIENT's Annual Budget Should this agreement fail to be approved as an item in the annual budget, the CLIENT will notify CSS in writing and the operation of this agreement shall fully terminate within sixty (60) days of the date of such notice is received or at an earlier date if so agreed by the parties of this agreement. Provided however, that the CLIENT shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the CLIENT's control would be expended to provide the CLIENT services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its full stated term.

5. DUTIES. During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the CLIENT. CSS agrees to provide any necessary training to the CLIENT's personnel, when, in the opinion of the parties, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder.

The CLIENT acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the CLIENT shall be governed by **Attachment 1, Non-Exclusive License Agreement**, which is fully incorporated into this Agreement.

6. SPECIAL SERVICES. CSS will provide the CLIENT with such special services or supplies reasonably requested or approved by the CLIENT including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the CLIENT and CSS agree upon the fee therefore, and that the CLIENT approves, in writing, payment for such services as special.

7. DATA FILES. The CLIENT's data files and the data contained therein shall be and remain the CLIENT's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The CLIENT's data shall not be utilized by CSS for any purpose other than that of rendering services to the CLIENT under this Agreement, nor shall the CLIENT's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.

8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA. CSS shall establish and maintain reasonable safeguards against the destruction or loss of the CLIENT's data, which

safeguards shall at least meet the standards of safety maintained by the CLIENT. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the CLIENT.

9. COMPENSATION AND INVOICING. Commencing June 1, 2022 and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the CLIENT shall pay to CSS monthly in advance at its office in Austin, Texas, as fees for its services a monthly sum of $4,160.00 for each month during the period or periods of this Agreement. CSS agrees to submit a monthly invoice to CLIENT.

Additional compensation and invoicing beyond the monthly services CLIENT shall pay CSS is listed below:

Mobilization Fee – One Time	$3,500.00
Database License Fee – One Time	$4,760.00
Database and Operating System Fee – Annual	$1,857.00

10. EARLY TERMINATION.

By CSS: If the CLIENT shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by CLIENT hereunder CSS shall notify the CLIENT in writing of the facts constituting default. If the CLIENT shall not cause such default to be remedied within ten (10) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event the default requires more than ten (10) days to cure, CLIENT shall have a reasonable period to cure the default.

By CLIENT: If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the CLIENT shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the CLIENT shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the CLIENT from extending additional time to CSS to cure the problem, at the sole discretion of the CLIENT.

11. TIME REQUIREMENTS. It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

12. INDEPENDENT CONTRACTOR. CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the CLIENT. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

13. PAYMENT TO EMPLOYEES OF CLIENT. CSS warrants that no employee or agent of CLIENT has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of CLIENT any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of this contract or as an inducement for entering into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by CLIENT.

14. NON-DISCRIMINATION. CSS warrants that it shall not discriminate against any employee or CLIENT of the CLIENT on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

15. NOTICE. Any notice required to be given hereunder shall be in writing sent by registered mail to the last known business address of the parties. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

16. ENVIRONMENT. The CLIENT shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement. In the event the CLIENT does not provide a suitable environment or the CLIENT's employees misuse or in any way abuse said equipment, the CLIENT will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at CLIENT's location then CLIENT will provide insurance coverage and be responsible for all costs associated with repair or replacement.

17. CLIENT RESPONSIBILITIES. The CLIENT agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended to supplement and clarify, but in no way limit or waive, CLIENT responsibilities elsewhere herein identified:

A. CLIENT agrees to appoint a Site Coordinator and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall act on the CLIENTs behalf and make commitments pertaining to the service defined herein.

B. CLIENT will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Site Coordinator to announce and otherwise communicate to CLIENT's personnel, scheduled training and installation activities.

19. LIMITATIONS. The parties are aware that there may be constitutional and statutory limitations on the authority of the CLIENT to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on CLIENT's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and

terms and conditions related to the Limitations will not be binding on the CLIENT except to the extent authorized by the laws and constitution of the State of Texas.

20. MISCELLANEOUS. This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to CLIENT, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement, with its Attachment 1, shall embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the CLIENT does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the CLIENT. This Agreement shall be construed under the laws of the State of Texas, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

Executed this _____ day of_____, 20____:

CLIENT	**CSS**
BY:_____	**BY:**_____
NAME:_____	**NAME:** James Redus
TITLE:_____	**TITLE:** President
DATE:_____	**DATE:**_____

ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

NON-EXCLUSIVE LICENSE AGREEMENT

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, hereby grants a royalty-free, non-exclusive, limited license ("License") to:

Jacksonville, Florida Sheriff's Department, collectively "Licensee",

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **PROFESSIONAL SERVICES AGREEMENT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.

Onsite Installation

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ THIS LICENSE AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. LICENSEE FURTHER AGREES THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE LICENSE AGREEMENT BETWEEN CSS AND THE LICENSEE AS CONCERNS THE LICENSE OF THE PROGRAMS AND NO VARIATIONS IN THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL HAVE ANY EFFECT UNLESS AGREED TO IN WRITING IN ADVANCE BY CSS. THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, OR ANY OTHER COMMUNICATION BETWEEN CSS AND LICENSEE RELATING TO THIS LICENSE AGREEMENT.	Signed: _____ Name: _____ Title: _____ Date: _____

TERMS AND CONDITIONS

1. LICENSE

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in **Professional Services Agreement** hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at a Licensee Location. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include: any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in **Professional Services Agreement** hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in **Professional Services Agreement**. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the companion Professional Services Agreement (Services Agreement), and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License if Licensee violates any of its provisions.

Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by CSS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are

and remain the exclusive property and proprietary information of CSS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder other than as expressly provided. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of CSS or CSS's licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

2. TERM

This license shall be in effect from the date of execution of the associated CSS Professional Services Agreement until termination of that Agreement, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of CSS's proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify CSS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Professional Services Agreement as of such termination.

3. PAYMENTS

All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in **Professional Services Agreement** hereto or in such services agreement. Any other sums due hereunder shall be payable within thirty (30) days of Licensee's receipt of CSS's invoice therefore. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form or on any other media, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

a. To use and access the Programs solely at the place of installation specified in **Professional Services**

Agreement to this License Agreement.

b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of CSS, except as may reasonably be required for archival or security storage purposes.

c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.

d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.

e. To maintain and reproduce CSS's copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which CSS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.

f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of CSS.

g. **CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.** Any modifications or enhancements to the Programs, or any other Program-related material provided by CSS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that CSS has gone to considerable time, trouble and expense to develop the Programs and that CSS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to CSS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to CSS, CSS shall be entitled to equitable relief including but not limited to temporary restraining orders entered without notice to Licensee or a prior opportunity for Licensee to defend, and preliminary (or temporary) and permanent injunctions, to compel strict compliance with the terms of this License. Licensee hereby expressly waives any right it may have to require CSS to post a bond or other security as a prerequisite to obtaining equitable or legal relief, or to request to a court of competent jurisdiction that a bond be imposed for any such relief. Licensee also waives any right to proof of actual or impending actual damage as a prerequisite to CSS obtaining equitable relief.**

5. LIMITATION OF LIABILITY

CSS's liability for damages to Licensee, its employees, officers, elected officials or principals, agents or representatives for any cause, claim or action of any kind or character whatsoever related to this License or arising from or related to the use of the Programs by or on behalf of Licensee or access to the Programs provided or permitted by Licensee or its employees, officers, elected officials or principals, agents or representatives, and regardless of the form of action, whether in contract or in tort, including negligence, shall be strictly limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary, in no event will CSS be liable for any lost profits, lost savings, or other actual, special, incidental or consequential damages to Licensee, or for punitive or exemplary damages, even if CSS has been made aware of the possibility of such damages, or for any claim against Licensee, its employees, officers, elected officials, agents or representatives by any other party, arising or made in connection with the delivery, installation, testing, use, performance or

nonperformance of the Programs, or access to the Programs, or for any act or failure to act of CSS, arising out of, related to or in connection with the delivery, installation, testing, use, performance or nonperformance of the Programs, or access to the Programs, or CSS's performance or nonperformance under or related to this License Agreement.

6. TERMINATION

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h. **Governing Law.** This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

i. **Forum Selection.** Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of Texas; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Data Processing Services Agreement shall be and lie exclusively in the state and county courts of Travis County, Texas, or the United States District Courts of the Western District of Texas, Austin Division.

j. **No Waiver of Rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

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l. **Cooperation.** Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the _____ day of _____, 20____.

Licensee	**Corrections Software Solutions**
BY: _____	**BY:** _____
NAME: _____	**NAME:** James Redus
TITLE: _____	**TITLE:** President
DATE: _____	**DATE:** _____

Verwey, John

From: James Redus <jredus@correctionssoftware.com>
Sent: Friday, March 25, 2022 10:21 AM
To: Verwey, John
Cc: bridgette@correctionssoftware.com; Morgan Melson
Subject: CSS Case Management
Attachments: Jacksonville Sole Source Letter 03-2022.docx; Jacksonville FL - CSS PSA 3-22.doc; CSS-License Jacksonville FL 03-22.doc

****EXTERNAL EMAIL SOURCE****

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Hey John,
Good to hear we are moving forward. Starting a new email chain here.

Attached are revised contract, license and sole source document for your review.
We adjusted user counts to 40 in the contract. Everything else should be the same as the November versions. I adjusted dates to June, but that is flexible also. Left these in word format. I think these are all the documents we passed earlier.

If we can get some info on obtaining the CJIS clearances, we can start on our end. As discussed, we have clearances for CJIS and have had security training for staff involved. However, these have to be re-registered in FL. I think the CJIS training will follow thru once we have registered in FL, as the CJIS awareness should be the same. We can get staff to start on this if pointed in the right direction.

Thanks and we look forward to implementation!

James Redus
Corrections Software Solutions, LP
316 North Lamar
Austin, Texas 78703
Phone (512) 347-1366
Fax (512) 347-1310
Cell (512) 923-4536

CSS

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OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: Community Transition Center - Probation Program (Work Unit) | Prisons (Division) | Corrections (Dept.)

Requestor: Assistant Chief John Verwey (Name) | 7895 (ID #) | 630-2873 (Phone) | 19-Apr-22 (Date)

Deliver To Location: 451 N. Catherine Street, Jacksonville, Florida 32202

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Corrections Software Solutions Case Management software (by month cost)		36	$ 4,160.00	$ 149,760.00
2	Case Management Software Annual Database System Fee (annually)		3	1,857.00	5,571.00
3	Case Management Sdatabase License Fee (one time)		1	4,760.00	4,760.00
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14					
15					
				TOTAL REQUEST	$ 160,091.00

Suggested Vendor: Corrections Software Solutions Vendor Phone: 1-512-347-1366

Vendor Address / E-mail: 316 North lamar Boulevard, Austin, Texas 78703 / bridgette@correctionssoftware.com

☐ Proprietary
☑ Sole Source If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund * * Enter name and # of Grant or Trust Fund

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Justification / Repetitive Request Authorization / Notes:

This is for the case management software solution for the Jacksonville Sheriff's Office Probation and Pretrial Services programs. This case management software vendor has a custom product that outperforms other vendors that we researched and has a track record of client success. As well, their features within professional services, intergraded case management, mobile access for officers, and a myriad of customizable assessment tools provide a full suite of case management to our large programs in JSO. This is a sole source purchase with a three-year contract life span. The monthly charge for the case management software is listed above, as well as an annual database administration fee, and one time database license fee too.

Approvals:

1. A/C J. Verwey (Signature) | 7895 (ID #) | 19-Apr-22 (Date)
2. (Signature) | (ID #) | (Date)
3. (Signature) | (ID #) | (Date)
4. (Signature) | (ID #) | (Date)

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

Budget Office Use Only
Index ____ Subobject ____
Analyst ____ Date ____