



Loganville Police Department  
605 Tom Brewer Road  
Loganville, Georgia 30052


M.D. Lowry

Chief of Police

770-466-8087 Phone

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#### MEMORANDUM

To: Mr. Danny Roberts  
From: Chief M.D. Lowry   
Ref: Police Software Upgrade  
Date August 21, 2022

As we discussed, our reporting software vendor, Courtware Solutions, has made available an upgrade to our in-house and MDT software. The new product, Justice One, offers a myriad of upgrades to our current system based on recommendations from in the field end users. We requested a demonstration of the software, to include several of our officers, administrative personnel and evidence technician, as well as our City Technology Director, Kyle McKenzie. The upgrade is impressive and of particular importance, allows cloud-based storage of data, which will free up significant space on City servers as well as streamline the data transfer function.

Currently, the fees for this software are paid monthly, currently set at \$21.00 per adjudicated citation. If we were to stay with the current pricing structure, the upgrade requires this fee to go to \$25.00 per citation, with a minimum monthly fee of \$5000.00. After discussion on this proposal, I requested a set monthly fee proposal, which returned at \$5500.00 per month.

There is a significant advantage to the flat fee, in that on months where the Court disposes of a large number of citations under the per citation fee structure, there is no "credit" towards the following months, when adjudications may be lower. With the flat fee, that overage above the monthly minimum will be applied to months where the number of adjudicated citations is lower.

This proposal has been discussed in detail with Clerk of Court Kim Pickens and Municipal Court Judge Douglass Kidd, and he has approved the per citation increase to \$25.00, to be applied upon implementation of the upgrade.

## **JusticeONE RMS Benefits**

1. **Free** data conversion of Cloud Cop RMS data into JusticeONE RMS
2. Better Security - Using Microsoft Azure Government Cloud services to protect customer data from intrusion. Every customer has their own data tables and two factor authentication is available.
3. Better accessibility - JusticeONE is a web-based records management system that allows authorized users to access it anywhere internet access is available.
4. Reduced hardware costs over time. Since JusticeONE is a cloud-based records management system there are no onsite server purchases or server maintenance costs. Desktop and laptop hardware costs are minimal making computer purchases more affordable for the agency.
5. Advanced Technology - JusticeONE utilize the latest is law enforcement technology to make data management more efficient, easier to report on, and faster to search for valuable data.
6. Carefully planned out user interface screens make navigation intuitive, and data entry more efficient for law enforcement users. This makes using the system safer for users when juggling situational awareness and data entry.
7. Integrated NCIC queries and returns for increased officer safety. This includes the ability to import query returns for more accurate data and faster data entry.
8. New Use of Force report that meets FBI standards for national use of force reporting requirements.
9. Improved NIBRS rules engine with hyperlinks to records containing NIBRS errors. Understandable error messages for faster error correction.
10. Improved activity logs to assist law enforcement agencies with tracking daily officer activities, community contacts, and neighborhood patrols.
11. New case-based records management system. All reports and records within the system are related to a single case file. This saves time when preparing prosecution packages for the district attorney's office.
12. New online report sharing functionality that make sharing cases with prosecutors and other law enforcement fast and efficient. Simply generate a sharable link with passcode, email link, and let recipient download case reports and media themselves.
13. Advanced searching - Use JusticeONE global search bar to search records across the entire solution. No need for multiple searches across several different modules.
14. Enhanced data sharing searches - JusticeONE allows users to search for records across all JusticeONE agencies.

15. Improved notifications - System notifications about approved, rejected, and user assigned reports in both RMS and Mobility.
16. Upgraded media attachments - Add multiple media items including media items of different file types. Also associate one or all media items to different records within the report.
17. Better data visualization through the use of multiple interactive dashboards.
18. Completely redesigned mobility solution - JusticeONE mobile is designed with the patrol vehicle environment and officer safety in mind. Large touchscreen friendly buttons. Easier to read fonts and larger form controls. Night shift friendly color schemes to reduce eye fatigue.
19. Re-designed e-ticketing - JusticeONE implements tabbed e-ticketing experience that makes data entry more efficient and safer for officers in the field.



Contract Identification:  
Number: - JS20220707-LoganvilleGA

## NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA

COUNTY OF: Walton

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:  
City of Loganville

(END USER)

605 Tom Brewer Road | Loganville, GA 30052

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
JusticeONE® RMS (# User Licenses)	35	Included
JusticeONE® Mobility (# User Licenses)	31	Included
Visual Court Management System (Unlimited User Licenses)	1	Included
Shield of Justice NCIC RMS	31	Included
Online Payment Interface (Unlimited User Licenses)	1	Included
Data Conversion RMS (custom conversion)	Yes	Cloud Cop RMS to JusticeONE
Learning Management System (LMS) Online Training	35	Included

\$ 5500.00 monthly fee (each month). Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of October 2022 to which witness our hands and seal of office.

Licensee

JusticeONE®

Signature:

Signature: Jonathan Sampson

Print:

Print: Jonathan Sampson

Title:

Title: Account Executive

Date

Date: 08/24/2022

### Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.





Contract Identification:  
Number: - JS20220707-LoganvilleGA

## CJA/G-NCJA and Vendor CJIS Network & Data Agreement

This document constitutes an agreement between the

LOGANVILLE POLICE DEPARTMENT GA 1470200  
(CJA or G-NCJA) (ORI)

and

JusticeONE® / Courtware Solutions, Inc.  
(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) **that is involved in the administration of criminal justice** and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of the CJA or G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5)

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The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date set forth.

\_\_\_\_\_  
CJA or G-NCJA Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Address:

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David Hamil  
Vendor Signature

David Hamil

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## 1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or markings placed upon or contained within the Program and related materials.

## 2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

## 3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

## 4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

## 5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

## 6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

## 7. SPECIAL SERVICES \*

JSO 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 JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

## 8. EMPLOYMENT

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

## 9. SERVICE PERIOD

This agreement shall commence October 1, 2022 and shall continue to and including September 30, 2023. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

## 10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

## 11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

## 12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. 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 this Agreement.

## 13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by JSO 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 JSO or commercially exploited by or on behalf of JSO, its employees or agents.

## 14. COMPENSATION AND TERMINATION \*

Commencing 1 October 2022 the Client shall pay to JSO monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$5500.00 monthly fee (each month). The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO 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, JSO shall have the right with no further written notice to terminate aforementioned support.

## 15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network. Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

## 16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO'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 many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, 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.

\* Definition of a "Paid" Violation: Any violation in which a payment has been received.

\* Definition of "Special Services": Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.