CRIMES
LAW ENFORCEMENT SOFTWARE

L I C E N S E   &   M A S T E R   A G R E E M E N T

This agreement, together with all Addendums hereto, is entered into by and between:

SAM HOUSTON STATE UNIVERSITY
Huntsville, Texas
(LICENSOR)

HOPKINS COUNTY SHERIFF'S DEPARTMENT
Sulphur Springs, Texas
(LICENSEE)

1.0   DEFINITIONS:

1.1   "*CRIMES* LAW ENFORCEMENT SOFTWARE" refers to the software program or programs and related materials described in Addendum A, together with all documentation, copies, whether complete or partial, notes, memoranda, and all other materials and information supplied by LICENSOR.

1.2   "LICENSOR" refers to the entity listed above and its duly authorized agents, employees, attorneys, and representatives.

1.3   "LICENSEE" refers to the entity listed above and all agents, employees, attorneys, representatives, and persons acting on behalf of or under the control or supervision of same.

1.4   "Upgrade" or "new release" designates a significant change in the system or methodology of the *CRIMES* LAW ENFORCEMENT SOFTWARE and is considered a major change of same.

1.5   An "enhancement" is an addition to the basic program which corrects a deficiency or problem or provides additional reports to management or otherwise provides some additional function, which is not a major change.

1.6   The "Primary Contact" shall be one person designated by LICENSEE to act for LICENSEE in connection with instructions, questions, requests, enhancements, upgrades, new releases, telephone calls and correspondence related to the *CRIMES* LAW ENFORCEMENT SOFTWARE and shall be the person with primary responsibility for contact with LICENSOR. This is to avoid several different people giving conflicting or confusing requests or information to LICENSOR. The Primary Contact shall be listed on Addendum A.

2.0   GRANTS:

2.1   LICENSOR grants to LICENSEE a non-exclusive and non-transferable license to use the *CRIMES* LAW ENFORCEMENT SOFTWARE, as set forth herein.

2.2   The license granted herein is limited to use of the *CRIMES* LAW ENFORCEMENT SOFTWARE on the computer systems and at the location or locations specified in Addendum A; provided that if an office location is moved after installation of the *CRIMES* LAW ENFORCEMENT SOFTWARE, then the *CRIMES* LAW ENFORCEMENT SOFTWARE may be used at the new location in accordance with the terms of this agreement.

2.3   The license granted herein shall not be assigned, sublicensed, or transferred, except in accordance with this agreement.

2.4   LICENSEE also agrees to allow the demonstration of the *CRIMES* LAW ENFORCEMENT SOFTWARE by LICENSOR at LICENSEE's premises to others upon reasonable notice and LICENSEE's approval.

3.0   TERM & TERMINATION:

3.1   Upon acceptance and execution by LICENSOR, this Agreement will become binding and effective for an initial term beginning on the date established below and ending on the next occurring 30th day of September.

3.2   Annually, the LICENSOR will mail the LICENSEE the "Intent to Renew *CRIMES* License Agreement." The LICENSEE may renew the Agreement for additional one-year terms by annually signing and returning to the LICENSOR the "Intent to Renew *CRIMES* License Agreement."

3.3 LICENSOR may terminate this Agreement if:
    a. LICENSEE fails to timely make any payment due;
    b. LICENSEE breaches any of the terms hereof or fails to perform any obligation hereunder and such breach or failure is not cured within ten days of notice of such breach.

3.4 The LICENSEE shall have the right to terminate this Agreement upon thirty (30) days' notice to the LICENSOR upon breach by or default of the LICENSOR. A breach or default shall be deemed to have occurred if the LICENSOR fails to comply with a term, condition or obligation of this Agreement; provided, however, that LICENSOR shall have ten (10) days within receipt of written notice of the breach to cure the default.

3.5 Upon termination for any reason, no refund shall be due. LICENSEE shall not be relieved of any obligations previously incurred or accepted, including the obligation to make any outstanding payments.

3.6 Termination of this Agreement does not relieve LICENSEE of its obligations and duties relating to non-disclosure as established under Section 11.0 hereof.

3.7 Upon termination of this Agreement, LICENSOR will make reasonable efforts to assist LICENSEE in the conversion of LICENSEE's data contained in the *CRIMES* LAW ENFORCEMENT SOFTWARE to another police information system.

3.8 LICENSOR shall take reasonable steps to assure security and emergency availability of the source code. In the event the LICENSOR for any reason is unable to continue support of the *CRIMES* LAW ENFORCEMENT SOFTWARE, all source codes will be provided to the LICENSEE at no additional cost.

4.0 FEES & PAYMENT:

4.1 The license fee for the *CRIMES* LAW ENFORCEMENT SOFTWARE shall be that set forth on Addendum A.

4.2 All third party hardware and software purchased or obtained through LICENSOR shall be in addition to the license fee for the *CRIMES* LAW ENFORCEMENT SOFTWARE and in accordance with invoices and/or written quotations from LICENSOR to LICENSEE.

4.3 The fees are payable as set forth in Addendum A.

4.4 Subsequent versions of the *CRIMES* LAW ENFORCEMENT SOFTWARE will be provided to LICENSEE at no additional cost.

4.5 LICENSOR will submit an invoice to LICENSEE upon completion of installation.

5.0 INSTALLATION & TESTING:

5.1 LICENSOR will deliver and install the *CRIMES* LAW ENFORCEMENT SOFTWARE as soon as practical.

5.2 Under no circumstances shall LICENSOR be responsible for any delays in connection with the *CRIMES* LAW ENFORCEMENT SOFTWARE.

5.3 Installation shall include loading of the *CRIMES* LAW ENFORCEMENT SOFTWARE and any third party software obtained through LICENSOR onto the LICENSEE's server unit and setting up all third party hardware.

5.4 Installation does not include data entry, except for test data.

5.5 LICENSOR will also test the *CRIMES* LAW ENFORCEMENT SOFTWARE on LICENSEE's equipment to make sure the *CRIMES* LAW ENFORCEMENT SOFTWARE is operational.

5.6 LICENSOR will also demonstrate the use of the *CRIMES* LAW ENFORCEMENT SOFTWARE using test data.

6.0 TRAINING:

6.1 Training in the use of the *CRIMES* LAW ENFORCEMENT SOFTWARE shall be offered as reasonably required.

7.0 SOFTWARE MAINTENANCE & SERVICE:

7.1 Software maintenance and service will be provided for the fee set forth in Addendum A.

7.2 Software maintenance and service includes the following services:
    a. Periodic monitoring of software via Internet connection;
    b. Correction of all verifiable bugs or defects in the *CRIMES* LAW ENFORCEMENT SOFTWARE;

    c. Providing LICENSEE with enhancements to modules after field testing;

    d. Providing LICENSEE with upgrades and new releases as available, including documentation;

    e. Answering routine questions regarding use or operation of the *CRIMES* LAW ENFORCEMENT SOFTWARE from 8:00 a.m. to 5:00 p.m. central time;

    f. 24 hour emergency telephone hotline;

7.3   The frequency of monitoring shall be determined by LICENSOR.

7.4   LICENSEE shall promptly notify LICENSOR of any apparent problems with the *CRIMES* LAW ENFORCEMENT SOFTWARE.

7.5   Maintenance does not include correction of user errors, but such custom assistance may be available at regular hourly rates.

8.0   CONVERSION:

8.1   LICENSOR will assist LICENSEE in planning a schedule of activities and/or checklist for the conversion process from LICENSEE's current system to the *CRIMES* LAW ENFORCEMENT SOFTWARE.

8.2   Actual conversion, including transferring data from prior systems, modifying such data if necessary, and interpreting same, as well as all other aspects of the conversion process, is the responsibility of the LICENSEE.

8.3   LICENSOR may assist LICENSEE in the actual conversion of data at LICENSOR's regular hourly rates.

8.4   The *CRIMES* LAW ENFORCEMENT SOFTWARE is designed to allow LICENSEE to manually enter data into the system by having LICENSEE's personnel type in the data after the *CRIMES* LAW ENFORCEMENT SOFTWARE is installed.

8.5   If LICENSEE's data is already contained in a form and structure compatible with the data structure of the *CRIMES* LAW ENFORCEMENT SOFTWARE, it may be possible for LICENSOR to write a program to assist in the transfer of LICENSEE's previous data. If such is done, the program, including the copyright thereto, will remain the property of LICENSOR.

8.6   Standard conversion includes the transfer only of the types of data listed in Addendum A. It is acknowledged that adding and/or transferring other data which may be in LICENSEE's prior system is considered customization work, which will be at additional cost and which will take additional time. Such work is governed by the Additional Services provisions herein.

8.7   Interpretation of LICENSEE's data and modification, if necessary, into a form consistent with the *CRIMES* LAW ENFORCEMENT SOFTWARE's data structure is LICENSEE's responsibility, although LICENSOR will assist LICENSEE at LICENSOR's regular hourly rates.

8.8   It is acknowledged that not all information in LICENSEE's old system may be transferable to the *CRIMES* LAW ENFORCEMENT SOFTWARE and the interface, if it can be done, will apply only to compatible items.

9.0   ADDITIONAL SERVICES:

9.1   LICENSOR may provide additional services such as assistance in choosing equipment or software, purchasing third party equipment and software, training, conversion, customization of screens, interfacing the *CRIMES* LAW ENFORCEMENT SOFTWARE with LICENSEE's payroll and/or billing programs or other programs, consultations, and similar functions. Such advice may require an additional fee.

9.2   LICENSOR is under no obligation to render such additional services and any agreement for same will be separate from and in addition to this agreement at LICENSOR's regular hourly rates plus expenses, unless prior agreement has been made in writing.

9.3   Payment for additional services shall be due within thirty days of receipt of invoice.

10.0   WARRANTIES AND DISCLAIMER:

10.1   LICENSOR warrants that it has the right to enter into this agreement and owns such rights to the *CRIMES* LAW ENFORCEMENT SOFTWARE as are necessary to grant this license.

10.2   LICENSOR further warrants that the *CRIMES* LAW ENFORCEMENT SOFTWARE does not infringe upon the valid copyright or other rights of others and will indemnify and hold LICENSEE harmless from and against all claims of infringement so long as LICENSEE utilizes the *CRIMES* LAW ENFORCEMENT SOFTWARE in accordance with this agreement and adheres to the terms hereof regarding such utilization.

10.3   LICENSOR further warrants that the *CRIMES* LAW ENFORCEMENT SOFTWARE includes the component elements as set forth in Addendum A.

10.4   To the extent that LICENSOR supplies LICENSEE with third-party products, whether hardware, software or other supplies, LICENSOR make NO WARRANTY WHATSOEVER regarding such third-party products and LICENSEE shall rely solely on the manufacturer's warranty and LICENSEE's sole recourse will be against such manufacturer.

10.5   LICENSOR does warrant that the *CRIMES* LAW ENFORCEMENT SOFTWARE includes the basic functionality as set forth in Addendum A, but does not warrant any specific features.

10.6   EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, LICENSOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE *CRIMES* LAW ENFORCEMENT SOFTWARE IS LICENSED AS IS AND WHERE IS AND THE WARRANTIES LISTED ABOVE ARE IN LIEU OF ANY AND ALL OBLIGATIONS OF LICENSOR FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR ATTEMPTED USE OF THE *CRIMES* LAW ENFORCEMENT SOFTWARE. LICENSOR'S LIABILITY SHALL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE CHARGES ACTUALLY PAID BY LICENSEE TO LICENSOR HEREUNDER FOR THE LICENSE OF THE *CRIMES* LAW ENFORCEMENT SOFTWARE.

10.7   Under no circumstances shall LICENSOR be responsible for user error, including but not limited to, erroneous data input, misuse of the *CRIMES* LAW ENFORCEMENT SOFTWARE, incorrect interpretation of data or missing data.

11.0   NON-DISCLOSURE OF PROPRIETARY INFORMATION:

11.1   *CRIMES* LAW ENFORCEMENT SOFTWARE, and all information and materials related thereto supplied by LICENSOR constitute proprietary information and trade secrets of LICENSOR.

11.2   LICENSEE shall use LICENSEE's best efforts to insure the confidentiality of the *CRIMES* LAW ENFORCEMENT SOFTWARE, and all related materials and information supplied by LICENSOR.

11.3   LICENSEE warrants that LICENSEE will not disclose, use, modify, copy, or reproduce the *CRIMES* LAW ENFORCEMENT SOFTWARE, or any of the information or materials supplied by LICENSOR except in accordance with this agreement or after first obtaining the written permission of LICENSOR.

11.4   LICENSEE specifically agrees to use its best effort to prevent its employees, agents, attorneys and representatives from disclosing such proprietary information.

11.5   LICENSOR shall use LICENSOR's best efforts to insure the confidentiality of LICENSEE's data, systems, procedures and all other matters and information designated by LICENSEE as confidential.

11.6   LICENSOR specifically agrees to use its best efforts to prevent its employees, agents, attorneys and representatives from disclosing such confidential information and shall hold LICENSEE harmless in the event of any disclosure by said persons.

11.7   The non-disclosure provisions of this section shall continue beyond the term of the contract and shall be binding and enforceable even after termination of this agreement.

12.0   FORCE MAJEURE:

12.1   LICENSOR shall not be responsible for any failure to perform hereunder which is caused by Acts of God or any other circumstances beyond the control of LICENSOR.

12.2   The parties hereto recognize that the *CRIMES* LAW ENFORCEMENT SOFTWARE represents a sophisticated software system and that it is impossible to test every possible combination of circumstances and situations. In the event a significant software problem or bug is discovered, LICENSOR will use its best efforts to correct such, but cannot guarantee either a solution or a time frame within which such bug will be eliminated.

12.3   Under no circumstances shall LICENSOR be responsible for any injury or damage due to any delay in delivery or performance.

13.0 MISCELLANEOUS:

13.1   The provisions of this agreement shall be severable and if one or more provisions should be declared invalid, the remaining provisions shall remain in full force and effect; provided that should any provisions regarding the non-disclosure of proprietary information be deemed invalid, then the parties hereto agree to enter into such other agreement as will validly afford, to the greatest extent possible, the protection intended by those sections.

13.2   Any failure or delay in the execution of any right herein shall not constitute a waiver thereof, nor shall any such delay or waiver of a particular default or right operate as a waiver of any other rights.

13.3   It is specifically agreed that the breach of this agreement, and in particular the sections concerning non-disclosure of proprietary information, will result in irreparable injury and the party who claims such a breach shall be entitled to specific performance and injunctive relief to correct and enjoin such breach in addition to all other remedies which might be available.

13.4   This Agreement shall be construed according to the laws of the State of Texas and all actions, regardless of the nature of such, to enforce this Agreement or for the breach of same shall be brought within two (2) years from the occurrence of the grounds for such action and venue shall be set in either state or federal court in Austin, Texas.

13.5   This agreement is an inter-local contract entered into under the provisions of Chapter 791 of the Texas Government Code. Each party will pay for its performance under this agreement from current revenues available to it.

13.6   This agreement represents the entire agreement between the parties and supersedes any and all prior agreements and understandings, and shall not be modified except in writing, signed by both parties.

13.7   The LICENSOR recognizes that any agreements contained herein are subject to the provisions of the Public Information Act (Chapter 552 of the Government Code), and that any disclosure of information required by that Act shall not be considered to be a breach of this agreement.

ADDENDUM A
CRIMES Law Enforcement Modules

The ***CRIMES*** law enforcement program is a state-of-the-art comprehensive computerized police information management system, consisting of the following component modules, linked as appropriate to allow cross component search, cross-tabulation, and data transfer:

- **Computer Assisted Dispatch (CAD)** – Provides a computerized format for comprehensive management of the communications function for Police, Fire, and EMS. Interfaces with E911 systems and *CRIMES* Mobile, automated TLETS and local warrants checks, location history, and hazard warnings. Automatic time stamping of call response, records activity and status of all active emergency response units, and recommends Fire units to be dispatched to specific locations.

- **Master Name File** – Provides a single file containing all persons and organizations entered into *CRIMES*, which links all data entry modules. This enables a search of the entire *CRIMES* database for any name or partial name recorded, regardless of their role in an incident. Automatic cross check of new entries for previously recorded persons.

- **Incident Reporting** – Provides a means to enter initial or supplemental incident reports along with data already entered through CAD. Provides word processing capabilities for the narrative portion of the incident report. Accepts digital photos.

- **Local Warrants** – Maintains local records on arrest warrant and enables officers to quickly check subjects contacted in the field for local warrants.

- **Field Interview** – Provides a means of recording information on subjects encountered in the field that are not arrested or cited for any violation.

- **Booking/Jail Management** – Provides a powerful tool for managing county jail and city lockup facilities and including links to the Master Name Module. Includes the booking of prisoners and maintaining a record of each prisoner's property, location, activity, and status. Includes digital photo storage and photo line-up.

- **Property Room Management** – Maintains a record of all property submitted to the agency property room for storage and/or final disposition and is specifically designed to enhance the maintenance of chain-of-custody information for evidence. It is also bar code capable.

- **Traffic Citations** – Records all information regarding the violation being cited, the location of the offense, vehicle description, and the violator information. Interfaces with automated citation programs such as Brazos Technologies or AutoCITE*.

- **Traffic Crash Report** – Provides for the preparation and printout of the standard TxDOT reports.

- **Advanced Search** – Point and click retrieval of trend data, automatic graphing (bar graphs, pie charts, etc.)

- **Productivity Reporting** – Automated tracking of call-for-service, offense, arrest rates. Linkage to deployment software.

- **GIS Capability** – Interface capability to ESRI* products providing communications center and in-car GIS/GPS display; GIS analysis capability.

- **Citizen Self-Reporting** – A web-based system for citizen reporting of thefts and other minor incidents. Held in temporary data file, merged into *CRIMES'* database after review.

- **Investigations Case Management** – Provides the means to insure that each reported criminal case is tracked. Uses solvability factors to aid in assigning priority status and identifies case investigators along with tracking case progress.

- **National Incident Based Reporting System and Uniform Crime Reports (NIBRS)** – Generates the required reports which must be submitted monthly to DPS.

- **Racial Profiling** – At user's option, automatic compilation of required 1074 Racial Profiling Reports from either independent entry or combination of Field Interview and Citation.

- **Management Reports** – Generates a set of reports within *CRIMES* to aid supervisors and administration in operational and management decision making. Retrieves UCR index crime information and call-for-service data from the *CRIMES* database and generates graphical displays representing activity trends.
- **Security System** – Security for the edit/delete functions, limiting access for all transactions. A timer limits edit to a user defined period, e.g., 24 hours, before password security is required.
- **Expunge** – Removes the name of an individual from criminal records in accordance with the standard expunge court order.

CRIMES Police Mobile Component includes:
- **Field Reporting** for mobile entry of incident reports.
- **Beat Information** search routine for retrieval of recent beat activity.
- **Field Search** of CAD, Incident, and Master Name File modules.
- **TLETS** connectivity.
- **CAD Call Screen Display** for individual call information, user defined display of pending calls.
- **Unit to Unit Messaging**, broadcast capable.

CRIMES Fire Mobile Component includes:
- Full CAD functionality including fire time logs, recommended units and move-ups, paging, rip and run. Independent Fire Mobile Interface with Firehouse*.

Agency Equipment and Associated Software Licenses

LICENSEE is responsible for provision of Windows* capable computer server unit, switches, cabling, and workstations. LICENSEE will provide all software and licenses necessary for operation, including Microsoft* Server Standard Edition, Microsoft* SQL Server and Access Licenses (for each workstation), Windows* Operating System for each Workstation, and Microsoft* Office Professional (for each workstation). In addition, a Cisco* VPN concentrator and software is required for TLETS connectivity to TCP/IP. For Mobile communications a wireless subscription (e.g., Verizon*) is required in addition to NetMotion* for constant connectivity and encryption.

Equipment Location. The *CRIMES* software and mobile components shall be installed and used at the locations designated by LICENSEE from time to time.

License Fee and Payment Schedule

Subject to other provisions of this agreement, the total **annual fee** for the *CRIMES* LAW ENFORCEMENT SOFTWARE license, system maintenance, training, and related services under this agreement shall be as follows:

    CRIMES **Annual License Fee:**   **$33,000.00**

    This agreement shall remain in force until termination per Section 3.0.
    Annual Renewal Date: October 1ˢᵗ of each year.

The Census Bureau indicates the population for Hopkins County as 35,161. Subtracting the two incorporated cities in the county, Sulphur Springs at 15,450 and Cumby at 777, leaves a population directly served of 18,934. That places the Sheriff's Department in our 15,000 to 20,000 population bracket with an annual license fee of $33,000. Note that this is a comprehensive cost, and includes installation, upgrades, training, help line, etc.

Such fee shall be prorated for the first year by the number of months from installation through September 30th, and renewable thereafter on October 1st of each year. LICENSOR reserves the right to modify the amount of the annual fee with notice given at least six months prior to the October 1ˢᵗ renewal date. Provided, however, that if the LICENSEE affirmatively declares that it is an undue hardship to adjust the fee at such date, the adjustment will be deferred, without retroactivity, to the following October 1st.

LICENSOR:

By: _____
    SAM HOUSTON STATE UNIVERSITY

Date: 10 Dec 2018

LICENSEE:

By: _____
    HOPKINS COUNTY SHERIFF'S DEPARTMENT

Date: 11-13-18

Hopkins County Judge

Primary Contacts

The primary contact shall be:

LICENSOR:

Director: Larry T. Hoover, Ph.D.

Phone: (936) 294-1636

Address: Police Research Center-Box 2296

    Sam Houston State University

    Huntsville, TX 77341-2296

Email: *larryhoover@shsu.edu*

LICENSEE:

Name: Hopkins County, Texas

Phone: (903) 438-4006

Address: 118 Church Street

    Courthouse

    Sulphur Springs, Texas 75482

Email: rnewsom@hopkinscountytx.org

CRIMES Contact Information:

CRIMES e-mail Help Line: prc@shsu.edu

(Please email any issues/problems you are having with the CRIMES software to the above email address. A CRIMES Staff Member will respond to your issue as soon as possible.)

CRIMES Phone Help Line (936) 294-3992

Answered during normal business hours by staff on duty.
If after hours, this number will be forwarded to an Answering Service. Please leave a message with the Answering Service—do not go to the SHSU Operator as they will not be able to help you.
A CRIMES Staff Member will respond to your issue as soon as possible.
PLEASE CONTACT YOUR AGENCY TECHNICAL PERSON FIRST

	E-Mail	Phone
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Admin Associate		

Current as of December 10, 2018