Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: 07/19/2022	**PREPARED BY:** Sheryl Brunk
Meeting Date Requested: 07/26/2022	**PRESENTED BY:** Sheryl Brunk
ITEM: (Select One) x Consent Agenda	☐ Brought Before the Board Time needed:
SUBJECT: Approve the new software program *SmartForce* for the Sheriff's Office	

FISCAL IMPACT: $30,000 for 3 Year Contract. This cost will be paid out of the Washington State Legislature Criminal Justice fund that was transferred to the sheriff's office under Franklin County Resolution 2021-244. This expenditure qualifies under the E2SSB 5259 Bill which I have attached.

The Sheriff's office is requesting a 3 year contract as it is the most cost-effective per year, and the first year will be spent setting up the workflow and training all employees. This will also allow time to reap the full benefits of the software and to receive feedback from users

BACKGROUND:

Smartforce will put the Sheriff's Office in compliance with the required Use of Force reporting, RCW 10.118.030 and RCW 10.118.040 which requires all agencies to send the reports to the AGO starting as early as 2023. This program is CJIS-FBI Security compliant and will allow the Sheriff's Office to send reports electronically. It will also help to securely store sensitive material in-house.

There are other features that the Sheriff's Office will use in daily operations that will allow Sergeants and Deputies to spend less time on paperwork, allowing more time for patrolling and less time in the office. They will also be able to be more proactive as they will have access to the program in their patrol vehicles. The paper-based process that the Sheriff's office currently utilizes will now be electronic and centralized reducing time spent on administrative tasks for supervisors, support specialists and command staff.

Also instead of receiving several emails a day, or a mass email that could be overlooked causing critical information to be missed, deputies will receive information that is directly related to their responsibilities and allows for 2 way real time communication.

A few of these features are:

- Briefing Reports
- Crime projects
- Officer Complaints
- PTO time off
- Calendar
- Pursuit reporting
- Crash report Management
- Police Training Officer Program
- Vehicle inventories

There are many more features that *Smartforce* offers that will benefit both the Sheriff's office and the community and I have attached more information for your review.

In doing the research for this type of software program there was only one comparable which was *PowerDMS*. However, *PowerDMS* did not offer the Use of Force reporting and only offered scheduling and a FTO program. There were no other comparable software companies that offered as many features as *Smartforce*. *Smartforce* is already being utilized by neighboring departments such as Richland Police Department and Kennewick police Department who are both satisfied with the product.

RECOMMENDATION: The Sheriff's Office would recommend the Commissioners sign the accompanying resolution to enter a 3 year contract with *Smartforce.*

COORDINATION: This resolution was offered after consultation with Sheriff Raymond, Commander Monty Huber, Captain Sheryl Brunk, PA Jennifer Johnson, and County Administrator Keith Johnson, I.S. Beau Beckley

ATTACHMENTS: ASR; Resolution; Smartforce Contract; Smartforce Power Point Presentation; WA State Leg Criminal Justice Fund; RCW 10.118.030; RCW 10.118.040; Smartforce Product Overview; Richland Case Study; PowerDMS comparable

HANDLING / ROUTING: Sheriff's Office – One Copy ; Information Services – One copy

I certify the above information is accurate and complete.

Sheryl Brunk, Captain Name, Title

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY, WASHINGTON

RE: SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT BETWEEN SMARTFORCE TECHNOLOGIES, INC. AND FRANKLIN COUNTY SHERIFF'S OFFICE

WHEREAS, Franklin County Sheriff's office request to enter into a 3-year contract with Smartforce Technologies; and

WHEREAS, to be funded by the Washington State legislature funds Franklin County Resolution 2021-244 that was appropriated for expenditures to help counties comply with law enforcement and criminal justice legislative mandates; and

WHEREAS, the Franklin County Sheriff deems the agreement is necessary to meet the requirements of RCW 10.118.030 and RCW 10.118.040, Use of Force Reporting requirements; and to further enhance the efficiency of daily operations; and

WHEREAS, pursuant to R.C.W. 36.0 1.010 and R.C.W. 36.32. 120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County; and

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby authorizes approval of the attached Smartforce agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of County Commissioners is hereby authorized to sign the attached referenced documents;

APPROVED this _____ day of _____ 2022.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

_____
Chair

Attest:

_____
Chair Pro Tem

_____
Clerk to the Board

_____
Member

Final
Summary of Legislation Passed by the Washington State Legislature

2021 Regular Legislative Session

Office of Program Research
Washington House of Representatives

BILL	SPONSORS	SUMMARY	STATUS
2SSB 5183	Nobles, Dhingra, Rivers	**Concerning Victims of Nonfatal Strangulation** - Requires the costs for forensic exams in domestic violence assault cases involving nonfatal strangulation to be paid by the state through the Crime Victim Compensation Program through July 1, 2023. Requires the Office of Crime Victims Advocacy to develop best practices for local communities to increase access to forensic nurse examiners for nonfatal strangulation assaults and develop strategies to make forensic nurse examiner training available in all regions of the state.	C 269 L 21
E2SSB 5259	Nobles, Carlyle, Liias	**Concerning Law Enforcement Data Collection** - Requires the Office of the Attorney General (AGO) to establish an advisory group to make recommendations for the design, development, and implementation of a statewide program for collecting, reporting, and publishing law enforcement use of force data by April 1, 2022. Requires the AGO to engage in a competitive procurement process to select a Washington private or public institution of higher education to implement the statewide use of force data program. Requires law enforcement agencies to report all instances of the use of force by no later than three months after the AGO determines the statewide use of force data program can accept reports.	C 326 L 21
2SSB 5293	Nobles, Darneille, Van De Wege	**Creating a Mental Health Sentencing Alternative** - Creates a mental health sentencing alternative allowing for imposition of a term of community custody and treatment in place of confinement for certain felony defendants diagnosed with serious mental illness. ***Partial Veto***: Vetoes the section containing an emergency clause.	C 242 L 21 Partial Veto
ESSB 5353	Conway, Darneille, Nguyen	**Creating a Partnership Model that Facilitates Community Engagement with Law Enforcement** - Creates a pilot project within the Department of Commerce (Commerce) to award grants to public agencies and nongovernmental organizations for the purpose of fostering community engagement through neighborhood organizing, law enforcement-community partnerships, youth mobilization, and business engagement. Requires Commerce to submit a preliminary report to the Legislature regarding the pilot project by January 1, 2022, and submit a final report to the Legislature by December 1, 2023.	C 327 L 21
SSB 5361	McCune, Warnick, Wilson, J.	**Concerning the Resentencing of Persons Convicted of Drug Offenses** - Modifies the criteria for a person to qualify for resentencing for a drug offense committed prior to July 1, 2004 (which corresponds to the enactment of specialized drug sentencing laws). Requires the court to resentence a qualifying person based on current sentencing guidelines.	C 286 L 21

RCW 10.118.030 Use of force—Reporting requirements. (1) Each law enforcement agency in the state is required to report each incident where a law enforcement officer employed by the agency used force and:

(a) A fatality occurred in connection with the use of force;

(b) Great bodily harm occurred in connection with the use of force;

(c) Substantial bodily harm occurred in connection with the use of force; or

(d) A law enforcement officer:

(i) Discharged a firearm at or in the direction of a person;

(ii) Pointed a firearm at a person;

(iii) Used a chokehold or vascular neck restraint;

(iv) Used an electronic control weapon including, but not limited to, a taser, against a person;

(v) Used oleoresin capsicum spray against a person;

(vi) Discharged a less lethal shotgun or other impact munitions at or in the direction of a person;

(vii) Struck a person using an impact weapon or instrument including, but not limited to, a club, baton, or flashlight;

(viii) Used any part of their body to physically strike a person including, but not limited to, punching, kicking, slapping, or using closed fists or feet;

(ix) Used a vehicle to intentionally strike a person or vehicle; or

(x) Deployed a canine by releasing it from the physical control of the law enforcement officer or had under the law enforcement officer's control a canine that bites a person.

(2) Each report required in subsection (1) of this section must include the following information:

(a) The date and time of the incident;

(b) The location of the incident;

(c) The agency or agencies employing the law enforcement officers;

(d) The type of force used by the law enforcement officer;

(e) The type of injury to the person against whom force was used, if any;

(f) The type of injury to the law enforcement officer, if any;

(g) Whether the person against whom force was used was armed or unarmed;

(h) Whether the person against whom force was used was believed to be armed;

(i) The type of weapon the person against whom force was used was armed with, if any;

(j) The age, gender, race, and ethnicity of the person against whom force was used, if known;

(k) The tribal affiliation of the person against whom force was used, if applicable and known;

(l) Whether the person against whom force was used exhibited any signs associated with a potential mental health condition or use of a controlled substance or alcohol based on the observation of the law enforcement officer;

(m) The name, age, gender, race, and ethnicity of the law enforcement officer, if known;

(n) The law enforcement officer's years of service;

(o) The reason for the initial contact between the person against whom force was used and the law enforcement officer;

(p) Whether any minors were present at the scene of the incident, if known;

(q) The entity conducting the independent investigation of the incident, if applicable;

(r) Whether dashboard or body worn camera footage was recorded for an incident;

(s) The number of officers who were present when force was used; and

(t) The number of suspects who were present when force was used.

(3) Each law enforcement agency must also report any additional incidents and data required by the statewide use of force data program developed in section 3, chapter 326, Laws of 2021.

(4) All law enforcement agencies shall submit the reports required by this section in accordance with the requirements of the statewide use of force data program no later than three months after the office of the attorney general determines that the system procured in RCW 10.118.040 can accept law enforcement agency reports. Reports must be made in the format and time frame established in the statewide use of force data program.

(5) A law enforcement agency has satisfied its reporting obligations pursuant to chapter 326, Laws of 2021 by submitting the reports and data required under this section. The contractor shall provide technical assistance to any law enforcement agency in gathering, compiling, and submitting the required reports and data for each incident. [2021 c 326 § 4.]

RCW 10.118.040 Competitive procurement. (1) Subject to the availability of amounts appropriated for this specific purpose, the office of the attorney general must engage in a competitive procurement to contract with an institution of higher education to implement the statewide use of force data program. The primary purpose of the contract is to develop a system for law enforcement agencies to report, collect, and publish the use of force data reports required in RCW 10.118.030.

(2) The request for proposal or other procurement method should encourage collaboration with other public and private institutions, businesses, and organizations with significant expertise and experience in collecting, tracking, and reporting data on law enforcement interactions with the public.

(3) Members and representatives of entities participating in the advisory group established in section 3, chapter 326, Laws of 2021 may not participate or bid in the competitive procurement.

(4) The advisory group, or designated members of the group, may participate in the procurement process through the development of the request for proposal and the review and evaluation of responsive bidders.

(5) The contract must require the successful bidder to provide appropriate training to its staff and subcontractor staff, including training on racial equity issues. [2021 c 326 § 5.]

SMARTFORCE®
TECHNOLOGIES, INC.

Check here if Renewal ☐ **ORDER FORM**

This Order Form (the "**Order Form**") is by and between SmartForce® Technologies, Inc. ("**SmartForce**") and the Subscriber identified below ("**Subscriber**"). THIS ORDER FORM IS ENTERED INTO PURSUANT TO AND SHALL BE GOVERNED BY THE THEN-CURRENT VERSION OF THE SMARTFORCE SERVICE SUBSCRIPTION AGREEMENT (THE "**SUBSCRIPTION AGREEMENT**" AND, TOGETHER WITH THIS ORDER FORM, THE "**AGREEMENT**") LOCATED AT: https://smartforcetech.com/agreement WHICH ARE INCORPORATED HEREIN BY REFERENCE. All capitalized terms not defined herein have the meaning given to them in the Subscription Agreement. This Agreement will become effective when this Order Form is executed by authorized representatives of both parties (the "**Effective Date**"). In the event of any conflict between this Order Form and the Subscription Agreement, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form.

SUBSCRIBER INFORMATION:

Name: Franklin County Sheriff's Office	Principal Contacts: Sheryl Brunk
Full Address: 1016 N 4th, D201 Pasco, WA 99301	Title: Captain Phone: 509-545-3565 Mobile Phone:
P.O. #:	Email: sbrunk@franklincountywa.gov
Number of Users: Up to 50 Sworn	Billing Contact & Email: Same

Initial Term **(3 Year Term Paid Upfront)**	Subscription discounts apply if signed order form is received by 7/29/2022.

Software as a Service Module(s)	3-Year Subscription Fee	Discount	Total 3-Year Subscription Fee
SmartForce® SmartComms Plus Module	$30,000.00	NA	$30,000.00
SmartForce® SmartIA Module	$15,000.00	$15,000.00	FREE
SmartForce® Inventory Module	$15,000.00	$15,000.00	FREE
M365 CJIS Compliant Cloud Set-up	$1,440.00	$1,440.00	FREE
Build, Training, Support, & Maintenance	Included	NA	Included
Total Subscription Fees:	**$61,440.00**	**$31,440.00**	**$30,000.00**

Custom Development, Training, Implementation, and Other Services	
Description of Services	**Price**
NA	**NA**

Payment Terms

Initial Term Fees are due and payable in advance upon execution of the Order Form. Fees for Renewal Terms will be invoiced by SmartForce approximately 30 days before the start of the Renewal Term and are due and payable prior to the start of such Renewal Term. Fees for any Renewal Terms are subject to change.

Agreement

BY SIGNING BELOW, EACH PARTY AGREES TO BE BOUND BY THE TERMS OF THIS ORDER FORM AND THE SUBSCRIPTION AGREEMENT LOCATED AT: https://smartforcetech.com/agreement WHICH ARE INCORPORATED HEREIN BY REFERENCE. THE SUBSCRIPTION AGREEMENT CONTAINS (I) DISCLAIMERS OF WARRANTIES WITH RESPECT TO THE SMARTFORCE SERVICE, SMARTFORCE SYSTEM, DOCUMENTATION AND SERVICES; (II) LIMITATIONS ON EACH PARTY'S LIABILITY; (III) INDEMNIFICATION OBLIGATIONS OF EACH PARTY; AND (IV) OTHER MATERIAL TERMS AND CONDITIONS, ALL OF WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THE ORDER FORM AND THE SUBSCRIPTION AGREEMENT. THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT.

SUBSCRIBER: Franklin County Sheriff's Office	**SMARTFORCE TECHNOLOGIES, INC.**
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

Approved as to form:
PROSECUTING ATTORNEY'S OFFICE

SMARTFORCE TECHNOLOGIES, INC. SERVICE SUBSCRIPTION AGREEMENT

IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY.

THE SMARTFORCE® SERVICE (AS DEFINED BELOW) IS PROVIDED TO SUBSCRIBER BY SMARTFORCE TECHNOLOGIES, INC. ("**SMARTFORCE**") SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SERVICE SUBSCRIPTION AGREEMENT ("**AGREEMENT**"). BY USING THE SMARTFORCE SERVICE, CLICKING ON THE "I ACCEPT" BUTTON, OR BY COMPLETING THE REGISTRATION PROCESS FOR THE SMARTFORCE SERVICE, YOU: (1) AGREE TO THE TERMS OF THIS AGREEMENT, AND (2) REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE SUBSCRIBER, AND TO BIND THAT ENTITY TO THIS AGREEMENT. IF YOU DO NOT FULLY AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS OR OTHERWISE USE THE SMARTFORCE SERVICE. THE TERM "**SUBSCRIBER**" MEANS THE ORGANIZATION TO WHICH THE SMARTFORCE SERVICE IS PROVIDED. EACH AND EVERY PERSON USING THE SMARTFORCE SERVICE ON BEHALF OF THE SUBSCRIBER REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO DO SO ON SUBSCRIBER'S BEHALF. IF SUBSCRIBER HAS ENTERED INTO A SIGNED HARDCOPY AGREEMENT REGARDING THE SUBJECT MATTER HEREOF WITH SMARTFORCE, THEN THAT SIGNED HARDCOPY AGREEMENT GOVERNS SUBSCRIBER'S USE OF THE SMARTFORCE SERVICE.

1. DEFINITIONS.

As used in this Agreement:

1.1 "**Access Protocols**" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Subscriber or any Authorized Users to access the SmartForce Service.

1.2 "**SmartForce® Service**" means the agency management system delivered by SmartForce to Subscriber using the SmartForce System.

1.3 "**SmartForce System**" means the technology, including software, used by SmartForce to deliver the SmartForce Service to Subscriber.

1.4 "**Authorized User**" means Subscriber's employees, representatives, consultants, contractors or agents who are authorized to use the SmartForce Service on behalf of Subscriber and have been supplied user identifications and passwords for this purpose.

1.5 "**Documentation**" means the technical materials provided or made available by SmartForce to Subscriber that describe the features, functionality or operation of the SmartForce System.

1.6 "**Error**" means a reproducible failure of the SmartForce Service to substantially conform to the Documentation.

1.7 "**Error Corrections**" means bug fixes or workarounds intended to correct Errors in the SmartForce Service.

1.8 "**Intellectual Property Rights**" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.9 "**Order Form**" means an order form, executed by both parties, that sets forth the Services ordered, the applicable term thereof, and the schedule of payments for the provision of the SmartForce Service and/or performance of the Services, and any unique additional terms.

1.10 "**Services**" means any services provided by SmartForce to Subscriber under this Agreement as set forth in an Order Form, including, but not limited to, provision of the SmartForce Service and Professional Services (as defined below).

1.11 "**Subscriber Content**" means any content provided, imported or uploaded to, or otherwise used by Subscriber or on Subscriber's behalf with the SmartForce Service or developed by or on behalf of Subscriber and used with the SmartForce Service.

2. PROVISION OF SERVICES

2.1 Orders. Subscriber may request that SmartForce provide the Services as specified in an Order Form. SmartForce will provide the Services in accordance with the applicable Order Form.

2.2 License Grant. Subject to the terms and conditions of this Agreement, SmartForce grants to Subscriber a non-exclusive, non-transferable, non-sublicensable license to, during the Term (as defined below), solely for Subscriber's internal business purposes and in accordance with the Documentation and the limitations set forth in Section 4.2 and the applicable Order Form, (a) access and use the SmartForce Service; (b) internally use and reproduce the Documentation; and (c) grant Authorized Users the right to access and use the SmartForce Service.

2.3 Access. Subject to Subscriber's payment of the fees set forth in the applicable Order Form ("**Fees**"), and subject to any restriction set forth therein (e.g., a limit on the number of Authorized Users) SmartForce will provide Subscriber with access to the SmartForce Service during Term. SmartForce will provide to Subscriber the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Subscriber and its Authorized Users to access the SmartForce Service in accordance with the Access Protocols. Subscriber will use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartForce Service, and notify SmartForce promptly of any such unauthorized use known to Subscriber.

2.4 Authorized Users. Subscriber may permit any Authorized Users to access and use the features and functions of the SmartForce Service as contemplated by this Agreement. Each Authorized User will be assigned a unique user identification name and password ("**User ID**") for access to and use of the SmartForce Service. User IDs cannot be shared or used by more than one Authorized User at a time.

2.5 Restrictions. Subscriber will not, and will not permit any Authorized User or other party to: (a) use the SmartForce Service to harvest, collect, gather or assemble information or data regarding other SmartForce subscribers without their consent; (b) access or copy any data or information of other SmartForce subscribers without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the SmartForce Service or the data contained therein; (d) harass or interfere with another SmartForce subscriber's use and enjoyment of the SmartForce Service; (f) reverse engineer, disassemble or decompile any component of the SmartForce System; (g) interfere in any manner with the operation of the SmartForce Service, or the SmartForce System or the hardware and network used to operate the SmartForce Service; (h) sublicense any of Subscriber's rights under this Agreement, or otherwise use the SmartForce Service for the benefit of a third party or to operate a service bureau; (i) modify, copy or make derivative works based on any part of the SmartForce Service; (j) access or use the SmartForce Service or Services to build a similar or competitive product or service or attempt to access the SmartForce Service through any unapproved interface; or (k) otherwise use the SmartForce Service in any manner that exceeds the scope of use permitted under Section 2.2 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Subscriber acknowledges and agrees that the SmartForce Service will not be used, and are not licensed for use, in connection with any of Subscriber's time-critical or mission-critical functions.

2.6 Availability of Subscriber Content. Subscriber will make available all Subscriber Content necessary or desired for SmartForce to provide the Services or make available the SmartForce Service. Subscriber will obtain all third-party licenses, consents and permissions needed for SmartForce to use the Subscriber Content to provide the Services or make available the SmartForce Service.

2.7 Support. During the Term, support provided to Subscriber shall comprise the following:

(a) Help Desk. Authorized Users may send requests via SmartForce' help desk.

(b) Error Corrections. SmartForce will use commercially reasonable efforts to correct all Errors reported by Subscriber in writing to SmartForce. SmartForce may not issue Error Corrections for all Errors.

(c) Improvements. SmartForce may, in its sole discretion, provide Subscriber with updates, upgrades, enhancements, and any other improvements that SmartForce then generally offers to other subscribers to the SmartForce Service.

(d) Security. SmartForce will use commercially reasonable efforts to maintain the security of the SmartForce Service.

3. OWNERSHIP

3.1 SmartForce Technology. Subscriber acknowledges that SmartForce retains all right, title and interest in and to the SmartForce System, SmartForce Service and Documentation and all software and all SmartForce proprietary information and technology used by SmartForce or provided to Subscriber in connection with the SmartForce Service (the "**SmartForce Technology**"), and that the SmartForce Technology is protected by Intellectual Property Rights owned by or licensed to SmartForce. Other than as expressly set forth in this Agreement, no license or other rights in the SmartForce Technology are granted to Subscriber.

3.2 Feedback. Subscriber hereby grants to SmartForce a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the SmartForce Service any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber, including Authorized Users, relating to the SmartForce Service. SmartForce will not identify Subscriber as the source of any such feedback.

3.3 Subscriber Content. As between Subscriber and SmartForce, Subscriber will at all times remain the exclusive owner of such Subscriber Content. Subscriber hereby grants to SmartForce a non-exclusive, worldwide, royalty-free and fully paid license (a) to use the Subscriber Content as necessary to provide the SmartForce Service to Subscriber and (b) to use aggregated and anonymized Subscriber Content (i) to improve the SmartForce Service and SmartForce's related product and service offerings; (ii) to create new products and services relating to the SmartForce Service (including analytics services such as providing benchmarking); and (iii) to generate and disclose statistics regarding use of the SmartForce Service, provided, however, that no Subscriber-only statistics will be disclosed to third parties without Subscriber's consent. Except as expressly specified in this Agreement, Subscriber's provision of or SmartForce's collection of the Subscriber Content hereunder does not transfer to SmartForce or any third party any rights in or ownership thereof.

3.4 Third Party Software. The SmartForce Service may utilize, contain or otherwise use certain third-party software (collectively, the "**Third Party Software**"). Third Party Software may be subject to additional licensing terms, which SmartForce may deliver or make available from time to time to Subscriber, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement.

4. PROFESSIONAL SERVICES.

Where the parties have agreed to SmartForce's provision of integration, design, development, operational and other professional services ("**Professional Services**"), they will enter into a mutually executed statement of work ("**SOW**") governing the provision of the initially required Professional Services. The SOW will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of the SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern. The SOW will include: (i) a description of the Professional Services; (ii) the schedule for the performance of the Professional Services; (iii) the ownership rights with respect to the work product resulting from the performance of the Professional Services (and if no such provision is provided, all ownership rights are and shall be vested in SmartForce immediately); and (iv) SmartForce's then-current rates for the performance of the Professional Services.

5. FEES AND EXPENSES; PAYMENTS

5.1 Fees. In consideration for the access rights granted to Subscriber and the services performed by SmartForce under this Agreement, Subscriber will pay to SmartForce the Fees. Except as otherwise provided in the applicable Order Form, all fees are invoiced annually in advance. Subscriber shall pay such fees within thirty (30) days of receipt of an invoice. SmartForce shall be entitled to withhold performance and discontinue service until all amounts due are paid in full. SmartForce may increase its fees annually upon written notice to Subscriber at least forty-five (45) days prior to expiration of the then-current term. Subscriber will maintain complete, accurate and up-to-date Subscriber billing and contact information at all times. Interest will accrue on late payments at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5.2 Taxes. All Fees invoiced under this Agreement are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Subscriber will be responsible for payment of all such taxes (other than taxes based on SmartForce's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the Fees, the delivery of the Services, or the license of the SmartForce Service to Subscriber. Subscriber will make all payments of Fees to SmartForce free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to SmartForce will be Subscriber's sole responsibility, and Subscriber will provide SmartForce with official receipts issued by the appropriate taxing authority, or such other evidence as the SmartForce may reasonably request, to establish that such taxes have been paid. Subscriber shall indemnify and defend SmartForce in connection with any proceedings brought by any taxing authorities in connection with this Agreement.

5.3 Audit. During the term of this Agreement and for a period of three (3) years thereafter, SmartForce shall have the right to review Subscriber's relevant records and inspect Subscriber's facilities to ensure compliance with this Agreement. SmartForce will give Subscriber at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Subscriber's normal operations. If any such audit should disclose any underpayment of fees, Subscriber will promptly pay SmartForce such underpaid amount, together with interest thereon at the rate specified in this Section. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, Subscriber will also pay SmartForce for SmartForce's expenses associated with such audit.

6. SUBSCRIBER CONTENT AND RESPONSIBILITIES

6.1 Subscriber Warranty. Subscriber represents and warrants that any Subscriber Content hosted by SmartForce as part of the SmartForce Service shall not (a) infringe, misappropriate or violate any Intellectual Property Rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. SmartForce is not obligated to back up any Subscriber Content; the Subscriber is solely responsible for creating backup copies of any Subscriber Content at Subscriber's sole cost and expense. Subscriber agrees that any use of the SmartForce Service

contrary to or in violation of the representations and warranties of Subscriber in this section constitutes unauthorized and improper use of the SmartForce Service.

6.2 Subscriber Responsibility for Data and Security. Subscriber and its Authorized Users shall have access to the Subscriber Content and shall be responsible for all changes to and/or deletions of Subscriber Content and the security of all User IDs and other Access Protocols required in order the access the SmartForce Service. Subscriber shall have the ability to export Subscriber Content out of the SmartForce Service and is encouraged to make its own back-ups of the Subscriber Content. Subscriber shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Content.

7. WARRANTY AND DISCLAIMER

7.1 Limited Warranty. SmartForce warrants to Subscriber that, when used as permitted by SmartForce and in accordance with the Documentation, the SmartForce Service will operate free from Errors during the Term. Provided that Subscriber notifies SmartForce in writing of any breach of the foregoing warranty during the Term, SmartForce shall, as its sole obligation and Subscriber's sole and exclusive remedy, provide the support set forth Section 2.7 of this Agreement.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SMARTFORCE SERVICE, SMARTFORCE SYSTEM AND DOCUMENTATION ARE PROVIDED AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND SMARTFORCE AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, RELATING TO THE SMARTFORCE SERVICE, SMARTFORCE SYSTEM AND DOCUMENTATION WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SMARTFORCE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SMARTFORCE SERVICE AND THE SMARTFORCE SYSTEM SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO SUBSCRIBER.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER SMARTFORCE NOR ITS AFFILIATES, SUPPLIERS OR LICENSORS WILL BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SMARTFORCE SERVICE, THE SMARTFORCE SYSTEM OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SMARTFORCE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF SMARTFORCE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY SUBSCRIBER TO SMARTFORCE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL SMARTFORCE'S SUPPLIERS OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE SMARTFORCE'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SMARTFORCE OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO SUBSCRIBER.

8.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 8 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

9. CONFIDENTIALITY

9.1 Confidential Information. During the term of this Agreement, each party (the **"Disclosing Party"**) may provide the other party (the **"Receiving Party"**) with certain information regarding the Disclosing Party's business, technology, products, or services or other confidential or proprietary information (collectively, **"Confidential Information"**). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend, and identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, the SmartForce Service, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of SmartForce.

9.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Subscriber) or to those employees or agents who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to SmartForce). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall, upon the Disclosing Party's request, provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in this section will not apply to any information that (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by applicable law, including Open Records, Public Information Acts and Freedom of Information laws, or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with

the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

10. INDEMNIFICATION

10.1 By SmartForce. SmartForce will defend at its expense any suit brought against Subscriber, and will pay any settlement SmartForce makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the SmartForce Service misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright or United States patent issued as of the Effective Date. If any portion of the SmartForce Service becomes, or in SmartForce's opinion is likely to become, the subject of a claim of infringement, SmartForce may, at SmartForce's option: (a) procure for Subscriber the right to continue using the SmartForce System; (b) replace the SmartForce Services with non-infringing software or services which do not materially impair the functionality of the SmartForce Services; (c) modify the SmartForce Services so that it becomes non-infringing; or (d) terminate this Agreement and refund any Fees actually paid by Subscriber to SmartForce for the remainder of the Term then in effect, and upon such termination, Subscriber will immediately cease all use of the SmartForce Services. Notwithstanding the foregoing, SmartForce shall have no obligation under this section or otherwise with respect to any infringement claim based upon (e) any use of the SmartForce Service not in accordance with this Agreement or as specified in the Documentation; (f) any use of the SmartForce Service in combination with other products, equipment, software or data not supplied by SmartForce; or (g) any modification of the SmartForce by any person other than SmartForce or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Subscriber and the entire liability of SmartForce, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit; (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement commences on the date Subscriber accepts this Agreement and will continue until terminated in accordance with the terms herein (the "**Term**"). In the event Subscriber does not receive annual appropriation of funding from the relevant governmental entity(ies) as necessary to pay the applicable fees hereunder, Subscriber may terminate this Agreement upon thirty (30) days prior written notice; *provided, that*, Subscriber will provide SmartForce with any documentation reasonably requested by SmartForce to evidence the lack of appropriate funding. Any such termination shall become effective on the next anniversary of the Effective Date.

11.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) within ten (10) days after the effective date of termination, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in the Section 9.2; and (c) for one hundred twenty (120) days following after the effective date of termination, SmartForce will make available the Subscriber Content for export by Subscriber, after which time SmartForce shall discontinue all use of Subscriber Content and destroy all copies of Subscriber Content in its possession. The Sections titled *Definitions, Restrictions, Ownership, Fees and Expenses; Payment, Warranty and Disclaimers, Limitation of Liability, Confidentiality, Indemnification, Effect of Termination*, and *Miscellaneous* will survive expiration or termination of this Agreement for any reason.

12. MISCELLANEOUS

12.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 Compliance with Laws. Subscriber shall at all times comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services hereunder, including, but not limited to those relating to open records requests.

12.3 Export. Subscriber agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from SmartForce, or any products utilizing such data, in violation of the United States export laws or regulations.

12.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.6 Remedies. Except as provided in Section 10, the parties' rights and remedies under this Agreement are cumulative. Subscriber acknowledges that the Services and Documentation contain valuable trade secrets and proprietary information of SmartForce, that any actual or threatened breach by Subscriber of its obligations with respect to Intellectual Property Rights of SmartForce will constitute immediate, irreparable harm to SmartForce for which monetary damages would be an inadequate remedy. In such case, SmartForce will be entitled to immediate injunctive relief without the requirement of posting bond, including an order that any Services, Documentation, or any portions thereof, that Subscriber attempts to import into any country or territory be seized, impounded and destroyed by customs officials. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

12.7 No Assignment. Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

12.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

12.9 Independent Contractors. Subscriber's relationship to SmartForce is that of an independent contractor, and neither party is an agent or partner of the other. Subscriber will not have and will not represent to any third party that it has, any authority to act on behalf of SmartForce.

12.10 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Order Form by courier, by

certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

12.11 Entire Agreement. This Agreement, together with the applicable Order Form, is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. Any preprinted terms included in any purchase order that are different from or are in addition to the terms of this Agreement shall be void and of no force or effect. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Subscriber and SmartForce. In the event of any conflict between the provisions in this Agreement and any Order Form, the terms of the Order Form will prevail, but only with respect to the Services to be performed under such Order Form (with the most recent prevailing over a previously executed Order Form).

SMARTFORCE®
Making the world a safer place
SMARTFORCE
LIBERTY POLICE
USA
Command
Operations
Districts
Administrative
Community
> Home
Emergency Alert
Missing Person
Training Alert
Updated Fentanyl Training
Training Alert
August 9-10 | SF Command Academy 2019
Operations Discussions
Upcoming Events
In Service Training
New Police Memorial Unveiling
+ Add new event
Shift Briefing
Announcements
Tweets
Adventos Corporation
SmartForce(r) Intro Video
YouTube
View on Twitter

SmartAdmin

SmartAdmin is designed to automate and bundle common administrative needs for law enforcement into 1 solution instead of using spreadsheets, shared drives, or multiple vendors with multiple log-ins.
Use SmartAdmin for:

Policy Compliance Management

Training & Certification Management

FTO/PTO Management

Quartermaster Management

Forms Library

Document Management

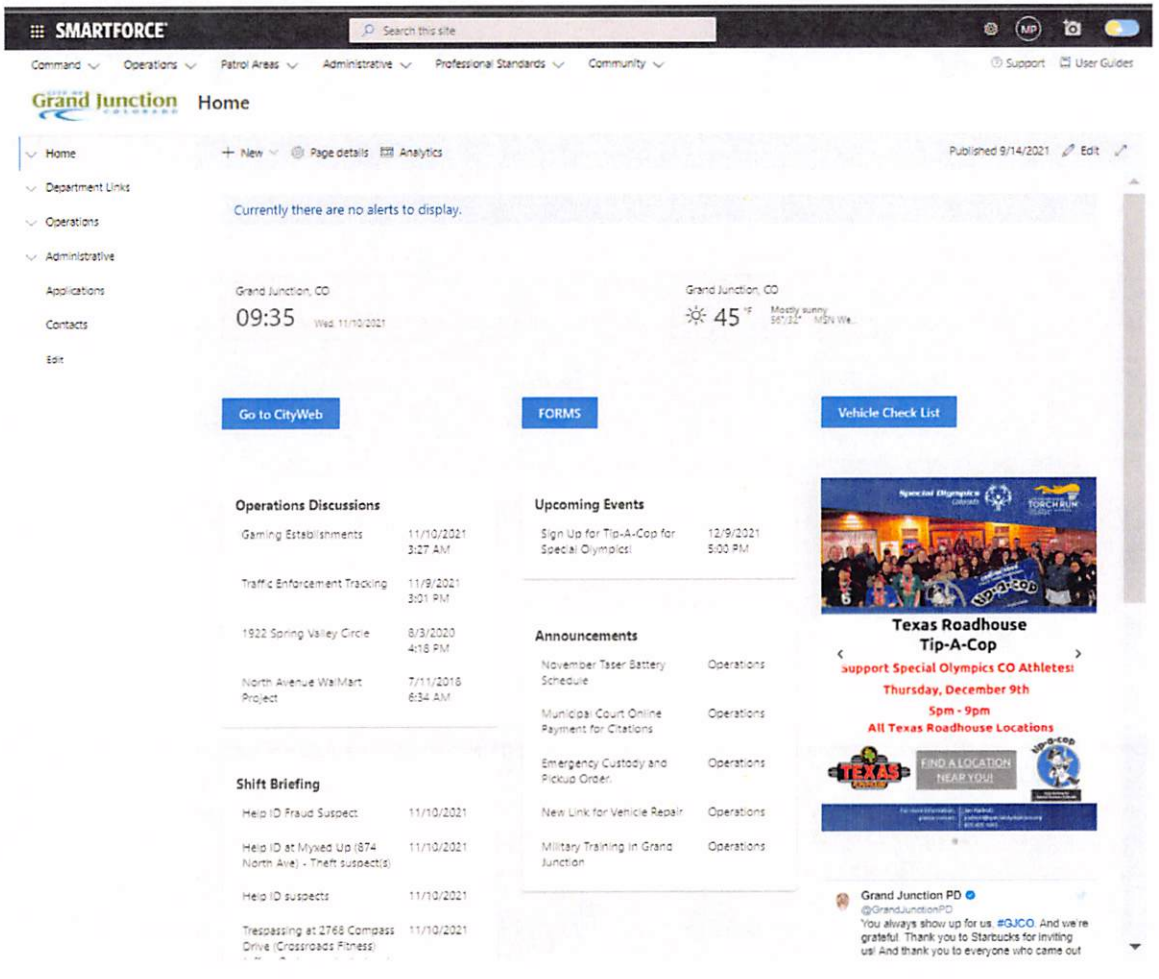
Calendaring

Time Off Management

Extra Details Management

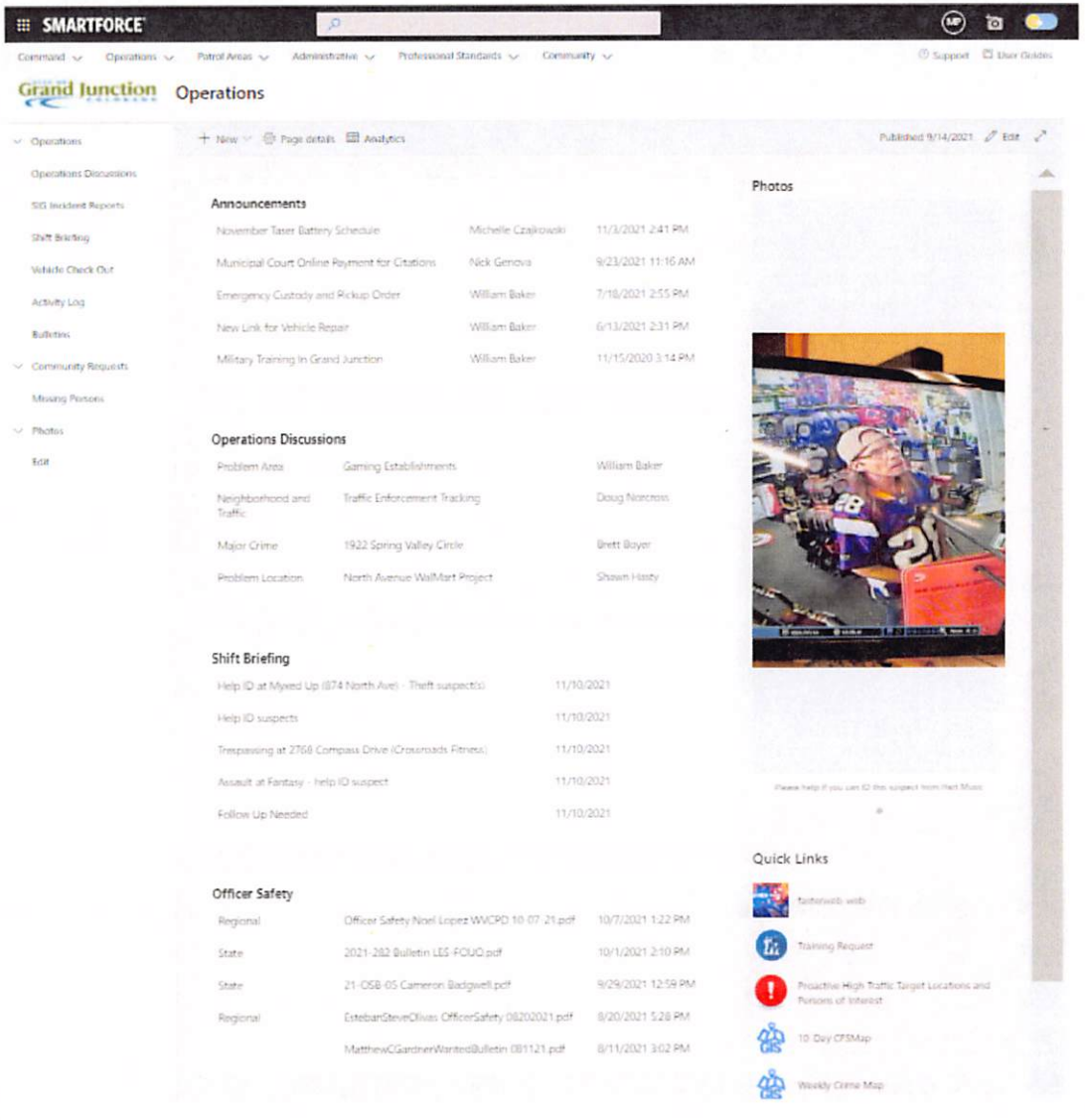
Project Management

SmartForce® Home Page



SmartForce® Patrol Site

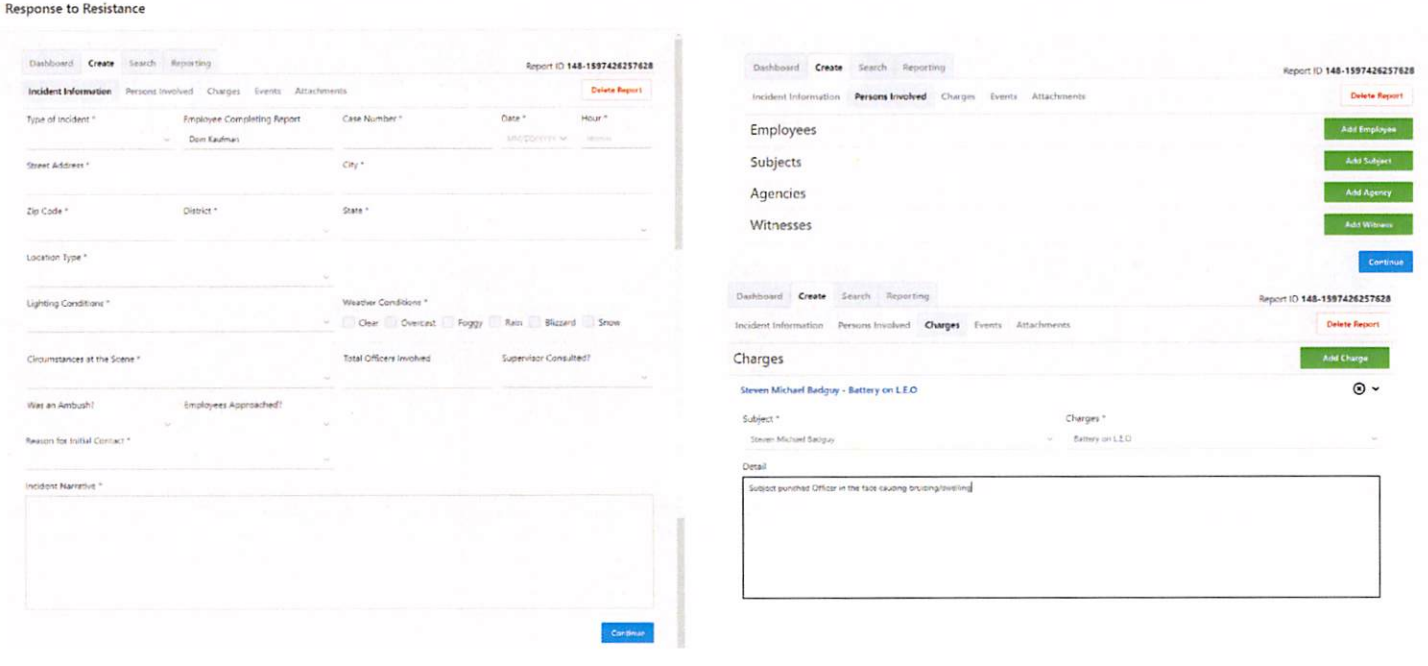
1 Central location to visualize key information like Crime & Traffic Project Operations Discussions, Briefings, Prolific Offenders, Bulletins, Community Policing Activities, and much, much more.



SmartForce® SmartIA Features

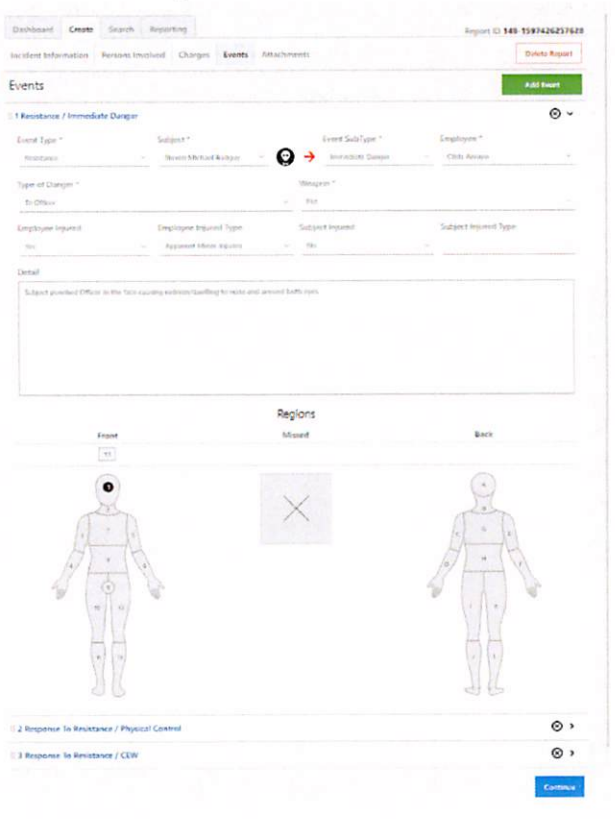
- Response to Resistance (Use of Force)
- Complaints & Commendations
- Pursuits & Crashes
- Early Intervention
- Reporting

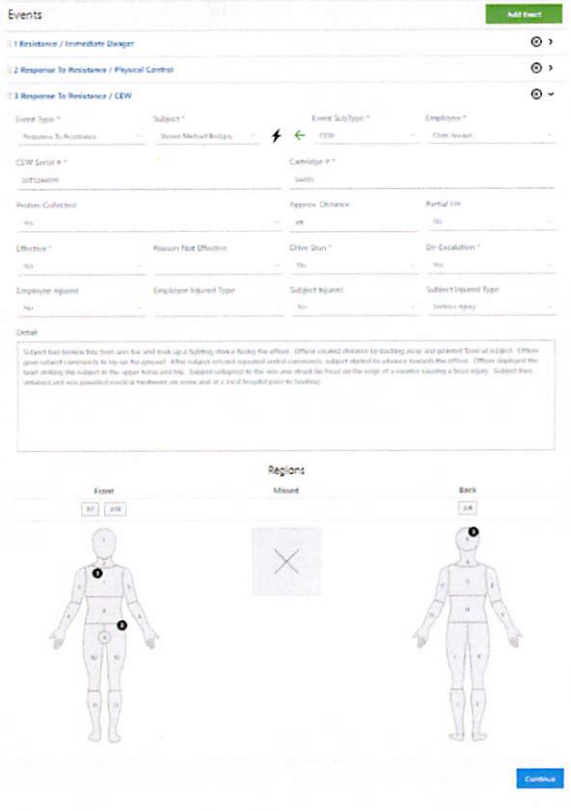
SmartIA Response to Resistance



SmartIA captures more comprehensive data on the incident, location, subject, injuries, and charges. Our data collection points are consistent with the FBI's National Use of Force Data Collection program which the Police Executive Research Forum Feb. 2021 publication states should be a minimum data collection standard in today's LE climate.

SmartIA Response to Resistance





SmartIA provides more detailed use of force data collection, including the ability to add attachments (documents, photos, emails, video, etc.)

SMARTFORCE

SmartForce Technologies, Inc. Sole Source Statement

Remittance Address: 6400 S Fiddlers Green Circle, Suite 250, Greenwood Village, CO 80111, USA

SmartForce® is the Sole Source Provider of the SmartForce® Organizational Management System Web: www.smartforcetech.com

SmartForce Technologies, Inc. is the sole source vendor of the SmartForce® Organizational Management System software product that includes SmartComms, SmartIA, SmartAdmin, SmartILP, SmartMaps w/ESRI, SmartMaps CAD/RMS, SmartLeads, Major Case IQ, and BulletinWizard by SmartForce®. It is the first and only of its kind to combine support for patrol operations, investigations, specialty units, crime analysis, community policing efforts, and administrative functions of law enforcement agencies.

SmartForce® has been created by SmartForce Technologies, Inc. and can only be purchased directly from SmartForce®. In addition, SmartForce® is the sole source provider of technical support for SmartForce®.

SmartForce® is a US Patent Office registered mark and the SmartForce® source code is copyrighted.

SmartForce® is constantly keeping aware of software applications that may compete with SmartForce® and its feature sets.

Many of the features and capabilities of SmartForce® are to our knowledge not shared by any other competing information sharing platform, internal affairs platform, administrative platform, or community-oriented law enforcement platform. These include, but are not limited to:

SmartComms Plus©

- A unique CJIS compliant solution that is responsive, mobile, and real-time. SmartForce® can be securely accessed by any mobile device.
- SmartForce® incorporates a user-friendly interface familiar to users of Microsoft products like Microsoft Outlook.
- SmartForce® alerts command, supervisors, city officials, officers, and analysts of key incidents, operations, officer safety precautions, and administrative announcements.
- SmartForce® provides key shift briefing notes, trainings, and assignments on an electronic bulletin board. Officers can quickly see items they missed while off-duty and before coming onto shift so they are prepared and directed for success.
- SmartForce® is a 28CFR compliant intel database.
- SmartForce® organizes prolific offender, missing persons, juvenile, gang, and other photo and video libraries for easy access and search.

- SmartForce® includes a pdf searchable repository of crime pattern bulletins, officer safety bulletins, and other BOLO's used to conduct intelligence-led, place-based, and problem-oriented policing initiatives.
- SmartForce® visualizes crime projects, missions, deployments, and critical extra-patrols so officers are better directed, informed with ops plans, and can provide real-time updates on responses/progress.
- SmartForce® provides a central location for feedback loops so officers can contribute information, document activity, and collaborate on crime projects, hot-spot problem areas, and problem offenders. This greatly improves the impact of crime prevention and reduction efforts by allowing patrol, investigations, crime analysis, specialty units, and supervision to all be on the same page and up-to-date so problem-solving occurs sooner and hot-spots are suppressed faster.
- SmartForce® provides real-time metrics/reports on hot-spots, problem-oriented policing projects, and prolific offender ops so analysts, supervisors, and command can see which units and officers are contributing to the success of an operation, make better decisions on resource allocation, and assess impact.
- SmartForce® provides secret and secure collaboration workspaces for investigators, district attorneys, and state/federal partners to collaborate.
- SmartForce® coordinates and provides real-time updates and management of Special Events like COVID-19 management, protests, professional sports venues, concerts, and tourist events.
- SmartForce® allows for neighboring jurisdiction agencies, business owners, schools, homeowners associations, apartment and hotel managers as well as other community partners to share information in real-time all in a CJIS compliant environment. This secures the information, makes it searchable for future needs, and improves response times vs. using email.
- SmartForce® manages community requests/complaints ranging from house checks, speeding traffic, suspected drug activity, etc. making it easy for supervisors or command staff to report the activity and responses to these community requests/complaints.

SmartIA©

- SmartForce® is the first and only IA software application that is built for the rigor of the FBI's use of force national reporting database.
- SmartForce® automates monthly report filing at a touch of a button to upload to the FBI national database or any required State national databases saving hours of monthly and yearly administrative time.
- SmartForce® can be configured to meet each agency and jurisdictional policy needs in regard to reporting use of force incidents, complaints, commendations, pursuits, and crashes.

- SmartForce® supports mobile entry and management of use-of-force, complaints, commendations, pursuits, and crashes from the field so that incidents can be documented while still fresh.
- SmartForce® allows body-worn camera video, in-dash video, photos, documents, and other evidence to be electronically attached to use of force, complaints, commendations, pursuits and crash reports so supervisors can easily review all documentation in 1 spot associated with an event.
- SmartForce® includes a clickable body-image to capture and easily depict the force contact points.
- SmartForce® accounts for de-escalation techniques and provides a reporting mechanism on incidents that occurred with and without de-escalation.
- SmartForce® displays the chronological order of escalation and de-escalation from start to end of the incident instead of supervisors having to determine through the reading of a narrative.
- SmartForce® routes IA reports through the chain of command with review and approval functions.
- SmartForce® alerts supervisors of reports that require their review/approval and provides tracking of which supervisor in the chain the report is currently waiting for review and approval.
- SmartForce® Early Intervention System is the most modern and customizable alert and intervention management system available. It provides dashboard display of employees use-of-force, complaints, pursuits, and crashes as well as a warning alert to supervisors of officers reaching a tipping point that calls for an early intervention for the safety of their officers and community.
- SmartForce® includes reporting and search features that make year-end analysis and freedom of information requests easy to complete in minutes not days. For example, custom searches can find specific reports in seconds with the touch of a button. Statistics on the number of incidents in which a CED was used, the number of incidents in which de-escalation was used, the number of incidents that involved an officer injury, and many other variables can easily be created.

SmartAdmin©

- SmartForce® allows an agency to convert from many paper processes to electronic, digital processes to more effectively and efficiently streamline administrative tasks.
- SmartForce® can also bundle several administrative applications into a singular module so users are not having to access multiple technologies and remember multiple passwords to do their work. This reduces the amount of training hours for new officers to learn technology and reduces time spent by supervisors managing multiple software vendors.
- SmartForce® includes a Recruiting Management application to track and document all phases of the recruiting process from recruiting events to applications to testing and hiring.
- SmartForce® includes a robust Quartermaster inventory program that tracks everything from laptop computers to guns and other equipment noting if the equipment is in-service or out, who it is checked out to, condition of use, etc.

- SmartForce® supports mobile entry and management of Field Training Officer and Police Training Officer documents. Trainers and recruits can easily select drop-down boxes, write narratives, and attach photo or video training to daily observation reports, remedial recommendations, and end of phase reports.
- SmartForce® includes a policy library and the tracking of new and revised policies that must be acknowledged by officers and supervisors throughout the organization.
- SmartForce® alerts officers via e-mail when a policy needs to be reviewed and acknowledged with their electronic signature from any mobile device.
- SmartForce® includes a supervisor dashboard to view who has completed their assignments and when they were signed off. It also shows those who have not. For those not compliant, a supervisor can click a button to send reminders.
- SmartForce® includes a Forms library in which the most recent forms are stored to prevent officers from using older versions and to help officers access necessary forms faster.
- SmartForce® includes a Training application for officers to view and sign-up for training classes as well as request external training. Supervisors can create training curriculum for each level of officer/career path, approve/deny training requests, set alerts to avoid certification expiration, and document as well as easily search a complete history of training completed by officers.

SmartMaps© w/ESRI

- SmartForce® helps agencies get more out of their investment in ESRI by bringing in ESRI mapping to the SmartForce® application. This empowers all officers and crime analysts the opportunity to visualize crime and hot-spots in the same application they receive hot-spots, bulletins, and other communications and information.

SmartMaps© CAD/RMS

- SmartForce® allows agencies to visually display CAD and RMS data for better understanding of geographic data and linkages. Officers and analysts can quickly view crime and hot-spots as well as layer on additional CAD/RMS data.

SmartILP©

- SmartForce® provides agencies with the most comprehensive tools for managing offender programs, increasing collaboration between LE & Prosecution Attorneys, and improving the adjudication of the worst of the worst offenders. Tools include Offender Scoring, Arrest Alerts, SmartFlows for automating prosecution packets, and analysis of impact.

Major Case IQ©

- SmartForce® allows multiple investigators, agencies, and district attorneys to collaborate in a singular and secure workspace. This makes it easy to see, upload, and share case information including documents, photos, videos, and audio files without having to email large files or deliver flash drives to investigators or attorneys working in different local, state, or federal offices.

SmartLeads©

- SmartForce® manages tips and leads received from your community. Tips can be assigned and tracked to completion for greater levels of accountability.

In addition to our many features that are simply not available through other software solutions, we offer User Conferences and additional Training and Assurance packages to ensure that your agency receives the level of training and customized functionality needed to gain the most return on your software investment.

At SmartForce® Corporation, we aim to help you work smarter, not harder in the pursuit of making the world a safer place. For more information about our products, features, or company, please contact us at (303) 800-5044 or www.smartforcetech.com.

Mariano Delle Donne, Founder and CEO
SmartForce Technologies, Inc.

Richland Police Department Saves $450,000 Annually in Officer Time with SmartForce®

The Richland Police Department worked with paper-based processes, which resulted in outdated, error-prone communication. SmartForce® increased productivity by 7.5 percent weekly by automating workflows and streamlining communication and collaboration between internal and external teams, agencies, and the community.

Richland Police Department serves the tri-cities area of Washington State with a mission of partnering with the community, delivering professional, proactive law enforcement services, and providing a safe environment for all.

The Department faced multiple challenges that hampered increasing officer effectiveness and crime reduction. Approximately 6-8 hours per week, or 20 percent of their patrol officer time, was spent on administrative tasks, reducing their proactive policing time. The command and supervisory staff, in turn, spent approximately 50 percent of their time on administrative tasks.

Outdated management systems and manual processes

Richland PD managed multiple processes with paper-based elements that were time-consuming, including shift briefings, training documentation, vehicle inventories, officer complaints, and use of force reports. The paper-based processes contributed to a lack of accountability and visibility. Supervisory staff found analyzing historical data to be almost impossible.

Lack of effective communication and collaboration

The dominant communication and collaboration method were email, which was easy to ignore or delay especially those sent to a distribution list called "PD All". Officers often deleted emails sent to this distribution list because they received so many that rarely pertained to the officer's specific beat or

responsibility. A consequence of deleting emails, officers missed some information that was critical to their safety or direct responsibility. Frustration resulted because officers complained about not getting the information they needed, and management was frustrated because they were providing it through the distribution list.

Crime Reduction was challenging

Richland PD had invested heavily in new RMS software to get crime analytics. The crime analysis team distributed weekly reports through email consisting of crime heat maps and persons of interest (POI). Since email is not a collaboration platform, group problem-solving and real-time updates were not happening. This resulted in crime problems persisting for weeks and months instead of days.

Solution

Richland PD implemented the SmartForce Agency Management System to automate their manual administrative workflows, improve the dissemination and consumption of information to specific units and officers, and to provide collaborative workspaces to address crime problems in real-time.

SmartForce is the first and only law enforcement specific leadership and management software platform and allows Richland PD command staff, supervisors, and line officers to achieve significantly more productive policing hours.

Benefits

Both officers and supervisors spend less time on administrative tasks since SmartForce automates many of their law enforcement workflows. Also, instead of deleting emails, officers receive information that is directly related to their responsibility in the SmartForce app which also allows 2-way, real-time communication so they can share additional information with each other to work "smarter" and faster than their criminal customers.

According to Chris Skinner, then Chief of the Richland Police Department, "SmartForce allows a supervisor to pull together an entire squad regardless of location, share information with them, and for the squad to share information with each other dramatically increasing effectiveness."

Richland's SmartForce system also hosts cross-agency crime prevention task forces comprising over 300 sworn officers. Through SmartForce, the taskforces easily share photos, videos, and leads about suspects, which used to be done by emailing documents back and forth.

Measurable Return on Investment

Moving to SmartForce allowed the Department to reduce shift briefing time from 3 to 1.5 hours per week per officer. SmartForce also reduced admin and crime research time by 2 hours per week per officer. In total, Richland PD decreased non-productive time by 3.5 hours per officer per week or a 7.5% increase in productivity on a 40-hour week. This is equivalent to 3 additional officers on a base of 39 patrol focused sworn officers.

From a supervisory standpoint, SmartForce also reduced their admin time so more time could be committed to strategic planning and providing feedback to junior officers. Over a typical 12-hour shift, the supervisory staff spent approximately 4 hours on administrative tasks, which they estimate they reduced down to 2.5 hours through SmartForce. Richland PD believes the extra time will allow them to increase community engagement and reduce both officer and civilian injuries and other events that could lead to lawsuits.

Summary

The quantifiable benefits of SmartForce are increased policing time, reduced administrative time, and greater percentages of crime reduction. At just the patrol officer level, Richland PD estimates that it has gained the equivalent of 3 more officers by adopting SmartForce. At the cost of $150,000 per officer per year, this equates to a $450,000 annual benefit for the Community of Richland, which is many times more than the small investment in SmartForce.

PowerDMS - Comparable

Sheryl Brunk

From: Angel Vega <avega@neogov.net>
Sent: Thursday, June 16, 2022 3:47 PM
To: Sheryl Brunk
Subject: [EXTERNAL] [Suspect] PowerDMS Follow up || Next Steps
Attachments: powerdms-time-onesheet-2022-final.pdf; powerdms-FTO-overview-2022-final (1).pdf

Importance: Low

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of Franklin County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Captain,

It was great meeting you today and learning more about the **Franklin County Sheriff's Department** - I have attached a one-sheeter regarding **PowerFTO and PowerTime** that we discussed. Also, I have listed pricing for PowerFTO and PowerTime below.

PowerFTO Pricing (1 Year Agreement)
PowerFTO Module = $3,000.00
One Time Setup/Onboarding Fee = $2,600.00

PowerTime Pricing (1 Year Agreement)
PowerTime Module = $4,960.00
One Time Setup/Onboarding Fee = $2,600.00

Let me know if you have any questions or need any additional information. If not, I'll reach out to you in a week and get a pulse on the project. Thank you!

Angel Vega
Account Manager || Sales

407-992-6092 angel.vega@powerdms.com
powerdms.com https://www.www.linkedin.com/company/powerdms/

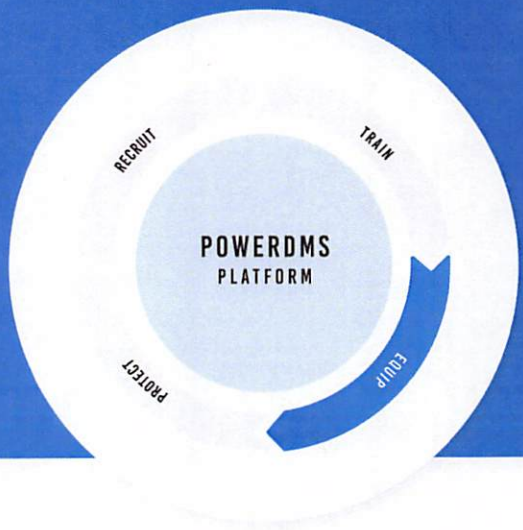
Schedule a Demo

PowerDMS by NEOGOV

PowerDMS

Time

PowerTime is the complete personnel scheduler for law enforcement, EMS, fire, dispatch, and more. Digitize your scheduling processes to improve transparency across the organization. Notify your staff about schedule changes automatically, with audit trails of all changes. With increased visibility and more efficient communication, you can ensure proper staffing and prevent over-scheduling.



Solution Overview

Manage schedules reliably

PowerTime handles the unique scheduling challenges that your agency faces every day. Edit your 24/7 ambulance schedules, swap shifts between firefighters, and allow self scheduling for narcotic officers. Ensure minimum staffing and fill open shifts as they arise.

- Publish and distribute your long term rotating schedules
- Be certain your department is properly staffed every day
- Fill open shifts quickly with an automated system
- View and adjust real-time employee schedules

Communicate vital information

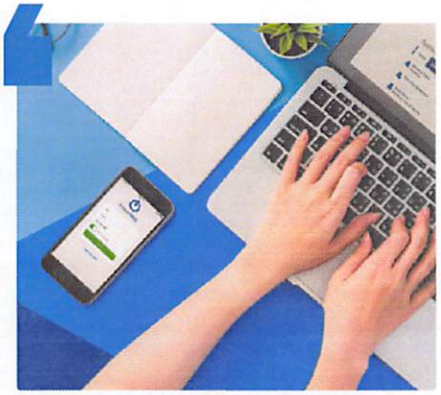
Post announcements, require acknowledgement of receipt, and auto-notify staff about schedule changes. Our automated system brings transparency to your scheduling, so your entire workforce is informed, accountable, and not overworked.

- Automatically notify staff about schedule changes
- Send blasts to your entire staff via email, text, or voice call
- Make employee schedules accessible from any device
- Grant or limit access to all features with user permissions

Manage employees with ease

From PTO to payroll, PowerTime simplifies HR tasks to save you time and headaches. Our automated system tracks approvals, hours accrued, and time off banks. It also automatically collects your scheduling data each pay period, which you can easily export in a .csv file.

- Create a multi-tiered approval system for time off requests
- Let employees review their timesheets each pay period
- Store contact information, hire dates, IDs, and more
- Log disciplinary action and positive feedback for employees



Lancaster EMS

"We started using [PowerTime] 4 years ago for our police department and were so impressed by its capabilities we deployed it a year later at our fire department. The setup process was simple, and the support staff continues to be quick to help."

-Teresa Mullhausen

Key Features

- Reporting
- Minimum staffing
- Master templates
- Change log
- Open shifts
- Shift trades
- Time off
- Payroll exports
- Timesheets
- Mass notification
- Vehicle checklists
- Loaned equipment

Contact

Address

PowerDMS
101 S. Garland Ave.
Orlando Florida, 32812

Phone

Toll Free: **800.749.5104**

Online

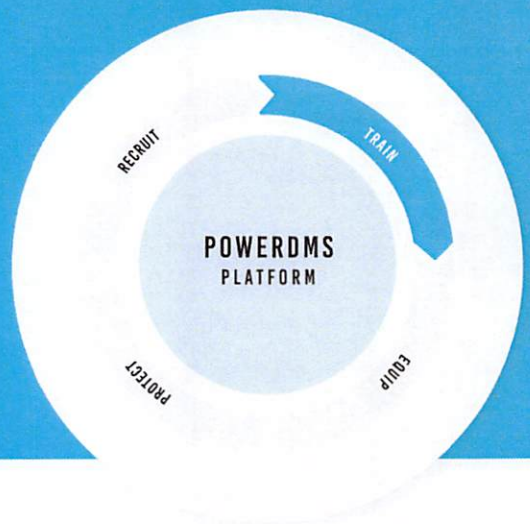
Email: **sales@powerdms.com**
Website: **www.powerdms.com**

PowerTime
PowerDMS

PowerDMS

FTO

PowerFTO is the complete onboarding and field training solution for law enforcement, EMS, communications, and more. Based in the cloud, it provides a central, standardized system for tracking and documenting field training, recruit onboarding, and employee performance.



Solution Overview

Simplify onboarding and field training

PowerFTO centralizes and standardizes field training records, letting you compile trainee information in one easy-to-access, cloud-based location. Easily view trainee progress, trainer effectiveness, and areas that need attention.

- Automate the onboarding process
- Streamline communications with trainees
- Access training progress via real-time reports
- Develop behavior instead of just documenting it

Empower your team with real-time data

With real-time data at your fingertips, you can lead your organization and empower your staff more effectively. PowerFTO lets you track field training performance, make informed decisions, and defend those decisions with data.

- Quickly analyze data with an easy-to-use interface
- Track trainee performance and proactively identify problems
- Access training results in one click
- Make informed decisions backed by data

Tailor to your program's needs

Our team of experts will customize the software for your unique programs and processes. Whether you need PowerFTO for law enforcement, communications, corrections, or EMS, the system can be adapted accordingly.

- Easily adapt software to fit your existing processes
- Track officer performance throughout the probationary period
- Develop training programs for new supervisors, not just recruits
- Manage your FTO program in one central location

Logansport Police Department

"FTO is the best choice our department made in choosing a web-based field training software program."

-Sergeant Rob Smith

Key Features

- Dashboard view
- Real-time reporting
- FTO-specific workflows
- Error checking
- Auto-save
- Required comment fields
- Night mode
- Training model templates
- Common responses
- Customizable alerts
- Configurable review process
- Downloadable forms

Contact

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FTO
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