



C-3367

410 West Chestnut, Suite 201
Louisville, Kentucky 40202
502-561-9122
502-561-1825 fax

Victim Information & Notification Everyday

Terry Neary

Service Agreement

Agreement No. : 96040398

Date: June 13, 1996

BETWEEN:

Interactive Systems, LLC
410 West Chestnut
Louisville, KY 40202

(CUSTOMER) :
Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301

1. **Interactive Systems, LLC** (the "Service Provider"), hereby agrees to provide victim notification services as described herein and in the proposal attached to this agreement (the "Service"). The Services will be provided in connection with the following correctional facilities: Glendale Municipal Jail. The Services will be provided to: the Glendale Police Department (the "Customer"). The Customer hereby agrees to purchase from the Service Provider the Services on the terms and conditions hereinafter set forth. This agreement shall be effective as of the 20th day of June, 1996, and continue for twelve months from the date of the service introduction into the community, (the "Initial Term").

b. Subject to the conditions and limitations contained herein, the Service Provider shall provide an inmate information line on a 24 hour a day, 7 day a week basis. The Service Provider shall establish a telephone number to deliver inmate information to the public on a pay-per-call basis. This service is known as the Jail Access Information Line (the "JAILSM service"). Callers call the JAILSM service to receive bail, charge, and other details about inmates and are charged \$1.25 for the first minute and \$.75 each additional minute for the service. The Service Provider shall arrange for all billing and collection of these fees. Customer shall not be responsible for any fees unpaid by those persons using the JAIL service. Each month the Service Provider shall provide the Customer with a 30% commission based on the monthly Gross Billings on the JAILSM service. The Customer can receive documentation on the call volume upon request.

2. **Description of Services.** a. Subject to the conditions and limitations contained herein, the Service Provider shall provide a victim notification service on a 24 hour a day, 7 day a week basis through its automated call center. This victim notification service shall herein be referred to as the VINESM service. Included in this service are the initial labor and expenses to dedicate a special telephone number for the Customer's use of the VINESM call center. The VINESM service includes the processing of incoming and outgoing victim calls as well as other services which are described in the attached proposal. Victim notification calls only occur after the Customer and/or the Customer's equipment transmits an automatic or manual notification signal. Upon receiving the notification signal, the notification processes as defined in the VINE proposal are performed. The Customer shall bear all costs of development for passing information in a transaction form from the Customer's inmate tracking system to the VINESM interface unit. The Service Provider is responsible for all development associated with the processing of the interface data and transmitting the information to the Service Providers Call Center. The Service Provider is also responsible for the actual notification attempts once the signal has been transmitted. Where applicable, costs of postage and stationary are excluded.

3. **Supplies and Materials.** The Service Provider shall make available certain materials and supplies to the Customer for the use of promoting the VINESM and JAILSM services into the community. Examples of these materials include victim I.D. cards, VINESM information brochures, and public service announcements. These materials are not included in the contract price but can be purchased in various quantities for the Service Provider's normally published prices.

4. **Pricing.** For the initial term of this contract, the Customer shall pay the Service Provider the following fees.

a. **Non-Recurring Startup Fees.** These fees are for establishing the system connection, startup, training, and interface development for the VINESM system. They are billed upon execution of this Agreement. The startup fees for this project are: \$9,950.

b. **Recurring Operational Fees.** These fees cover the monthly cost of operating and supporting the VINESM service. These fees are billed in advance each month

no support material per contract. JPN

throughout the contract term. The operational fees for this project are: \$1,550 per month. As the pay-per-call revenue is generated, these fees will be deducted from the Customers commission each month. Any remaining commission will be forwarded to the Customer. If the pay-per-call commission does not cover the entire monthly VINE™ fees, the balance will be sent to the Customer as an invoice.

5. Performance of Services Not Covered. The parties agree that should the Service Provider choose to perform, at the Customer's request, any services not covered by this contract, the Customer shall compensate the Service Provider for its direct labor, parts and subcontracted work at the following rates:

Standard Rate: \$ 75.00/Hr Overtime Rate: \$115.00/Hr

6. Indemnity. Customer agrees to indemnify, defend and hold Service Provider harmless from any loss, cost or expense, including without limitation attorney's fees, arising from any third-party suits, proceedings or claims for damages to person or property, either direct or consequential, by law or in equity, arising from or related to any services provided under this contract, however, customer shall not be required to indemnify service provider for service provider's own negligence. The Service Provider will use reasonable diligence to provide victim notification services but shall not be liable for breach of contract, negligence or gross negligence in the event of loss, injury to persons or damage to property resulting from interruptions in service or failure to notify victims whether or not caused by equipment failure, negligence or gross negligence of Service Provider's agents, representatives or employees.

No third party beneficiaries are contemplated by this agreement and no one not a party to this agreement shall have any rights whatsoever under this agreement for any action taken or not taken by Service Provider's agents, representatives, or employees.

7. Entire Agreement; Inconsistent Terms. This contract includes the complete and exclusive statement of the agreement between the Customer and the Service Provider, and supersedes any and all other agreements, oral or written, between the parties. This contract may not be modified except by written instrument signed by the Customer and by an authorized representative of the Service Provider. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate the Service Provider.

8. Force Majeure Service Provider shall bear no liability or responsibility whatsoever to Customer for any failure to perform or delay caused by fire, earthquake, explosion, flood, hurricane, tornadoes, the elements, acts of God or

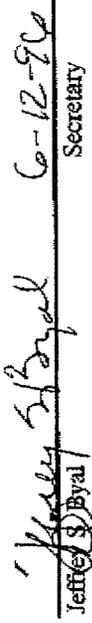
the public enemy, restrictions, limitations or interference of governmental authorities or agents, war, invasion, insurrection, rebellion, riots, strikes or lockouts, inability to obtain necessary materials, goods, services, utilities or labor, or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of the Service Provider, and any such failure or delay due to said causes or any of them.

9. Contract Renewals. This contract can be renewed for additional terms of one year each unless either party provides to the other party a written notice of the intent to cancel. The parties agree that the contract price may be increased annually after the initial term upon notice of such increase from the Service Provider to the Customer no later than 60 days prior to the contract expiration.

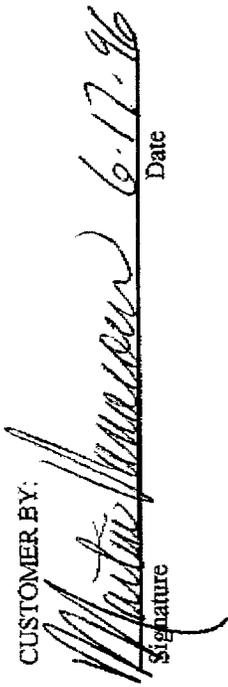
10. Assignment. This contract shall bind and inure to the benefit of the Service Provider's successors and assigns. Customer may not assign its rights, duties, or obligations under this contract without prior written consent of the Service Provider.

11. Jurisdiction and Choice of Law. This agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed and construed in accordance with the laws of Arizona. Customer hereby consents to the jurisdiction of any competent court of record of the State of Arizona with respect to any actions arising from this agreement.

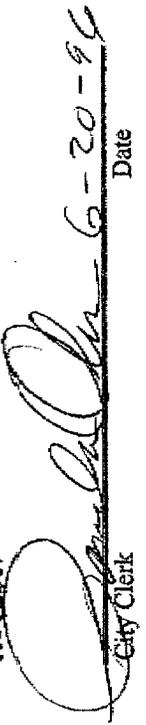
INTERACTIVE SYSTEMS, LLC BY: 
Michael Davis
President

 6-12-96
Jeffrey D. Byal
Secretary

Customer Acceptance of Proposal - The above prices, proposal provisions and conditions are satisfactory and are hereby accepted. Accepted on 6/12/96.

CUSTOMER BY:  6-17-96
Signature Date
Martin Vanacour City Manager
Name Title

APPROVED AS TO FORM:  6-20-96
City Attorney Date

ATTEST:  6-20-96
City Clerk Date

Service Agreement Renewal Notice

Date: February 24, 2012
Customer Name: Glendale Police Department
Address: 6835 North 57th Drive
Glendale, AZ 85301



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

Service Agreement #: 96-040398-R12

Project Type: VINE Service

Original Service Agreement Date: 13 June 1996

Last Service Agreement Date: 01 July 2011

Service Agreement Renewal Date: 01 July 2012

Service Agreement Renewal Term: 12 months

Next Service Agreement Renewal Date: 01 July 2013

Contract Changes: No contract changes for this renewal.

In consideration of the budget process please anticipate to be assessed a standard 6% increase at the next renewal.

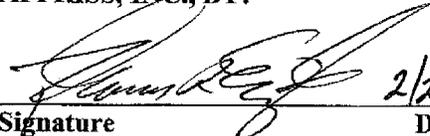
Project Pricing: \$16,854.00 Annually or \$1,404.50 Monthly

Please sign & return this service agreement renewal by May 18, 2012 to avoid delayed processing. Thank you.

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section above, extends all service terms and other contract provisions of the prior contract period. No interruptions in delivery of service will occur in relation to this Service Agreement Renewal.

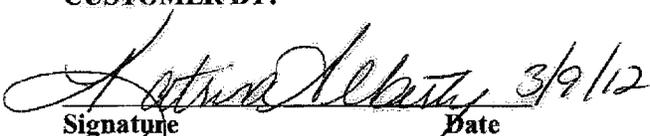
AUTHORIZATION:

APPRISS, INC., BY:

 2/27/12
Signature Date

Thomas R. Seigle
President, Public Safety Services Group

CUSTOMER BY:

 3/9/12
Signature Date

Katrina Alberty, Lieutenant
Name Title