

Lease and Services Agreement Williamson County Juvenile Probation

This Lease and Services Agreement (this "Agreement") is by and between Williamson County Juvenile Probation ("you" or "Customer") and Satellite Tracking of People LLC ("we," "us," or "Provider"). This Agreement shall be effective as of **April 29 , 2020** (the "Effective Date").

Whereas Customer desires to lease and Provider has agreed to provide certain products for electronic monitoring of certain individuals (the "Enrollees") and provide related services, according to the terms and conditions in this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Products. The following products are hereby leased from Provider to Customer pursuant to the pricing and volume commitments contained in Exhibit "A" and shall be serviced by Satellite Tracking of People LLC, a wholly owned subsidiary of Securus ("Securus"). Title to such products shall remain with Provider and shall be promptly returned by Customer to Provider upon expiration of this Agreement in its original condition, with only reasonable wear and tear excepted:

ELECTRONIC MONITORING PRODUCTS AND SERVICE DESCRIPTIONS:

BLUtag. BLUtag is a one-piece GPS device that allows for enrollee tracking and enables Customer's supervising agent the ability to communicate with the enrollee through audible tones and or vibrations. The small, lightweight device detects and records enrollee tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

BLUband. BLUband is a RF transceiver that transmits a signal to BLUhome, our home-based RF receiver unit, to confirm when an enrollee enters or leaves their home.

BLU+. BLU+ is a dual radio frequency ("RF") and global positioning system ("GPS") monitoring device that allows a Customer's supervising agent to verify that an enrollee is at home and will also transmit a violation notice if the enrollee fails to meet established schedules or tampers with the device.

BLUhome. BLUhome is a home-based monitoring unit that receives data from BLUband and BLUtag through their RF signal. BLUhome transmits data to VeriTracks™ using either nationwide cellular phone service or landline phone service in the enrollee's home.

BLUbox. BLUbox is an optional GPS accessory used when an enrollee lives in a geographic area that obstructs the GPS signals but has good cellular phone coverage. This optional GPS auxiliary unit installs in the enrollee's home and provides additional confirmation of his or her location through an encrypted RF signal.

VeriTracks™. VeriTracks™ is a secure, user-friendly, internet-based monitoring application that works with the Provider monitoring equipment. VeriTracks™ receives, distributes, and stores monitoring data and enrollee information (e.g. name, photo, phone number(s), physical characteristics, vehicle information).

BLUscan. BLUscan, Blu+ is a mobile monitoring unit that allows Customer's supervising agents to confirm the presence or absence of up to 16 BLUtag and or BLUband devices at one time, within a 300-foot range. BLUscan records the status of BLUtag and BLUband on a continuous or as needed basis and can store up to 5,000 events in its memory and can download that data to a computer.

SoberTrack. SoberTrack is a GPS-enabled handheld mobile breath alcohol monitoring unit. The SoberTrack device is a one-piece unit that is fully portable for breath alcohol testing anytime-anywhere. Enrollees blow into the disposable straw when instructed to do so by SoberTrack and the unit reports all test results to VeriTracks™ using nationwide cellular service.

Monitoring Center Services. Monitoring Center Services offer Customers additional support for the receipt and management of alerts from Provider RF and GPS monitoring devices. When a Customer elects to use Provider Monitoring Center Services, technicians in the Provider monitoring center will receive event notifications from monitoring devices and will conduct the initial evaluation and investigation of the alerts following protocols developed by the Customer. Customers determine the event types and hours alerts will be managed by the Provider Monitoring Center.

2. Training Services. It is important to us that Customer be adequately trained and appropriately represents Provider's products and services throughout the term of this Agreement. As such, the Provider shall provide one-time initial training and one-time annual refresher training to the Customer at no additional cost. Subsequent trainings requested by the Customer will be based on the pricing listed in this agreement. This Agreement applies to training courses and recertification training offered by Provider to Customer's designated attendees, as detailed below:
 - The Training Services may include the following:
 - Onsite training at Customer's designated location ("Onsite Training");
 - Instructor-led remote training ("Web Training");
 - On demand prerecorded audio/video sessions available over the Internet ("On Demand Training"); and
 - Certification quiz.
 - All needed documents, workbook, and other materials for all scheduled trainings.
3. Payment. Provider will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder. In the event that an invoice is not paid within 30 days, Provider reserves the right, in its sole discretion, to suspend services provided to Customer as follows:

Invoice unpaid for 31-60 days: Suspension of training services.

Invoice unpaid for 61-90 days: Suspension of ability to order additional devices and consumables.

Invoice unpaid for 91+ days: Suspension of all remaining services except for read-only access to VeriTracks
4. Shipping. Unless otherwise agreed to by Provider, shipping of the above noted products will be done in accordance with Provider's standard shipping terms of 2nd day delivery processed the business day following receipt of the order. Provider will pay shipping costs for faulty equipment returned for repair or replacement.
5. Customer's Obligations. In addition to any obligations and responsibilities otherwise noted herein, Customer understands and acknowledges that during the term of this Agreement and any renewals thereof, it (a) is has complete authority and responsibility for the selection, management and administration of Enrollees, including but not limited to monitoring; (b) designating the monitoring level for all Enrollees monitored with the leased products; (c) identifying and making available Customer's staff during the term of this Agreement; and (d) establishing alert notification protocols and parameters.
6. General Compliance Obligations. Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any Provider electronic supervision products and services ("Provider Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the Provider Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider makes no representation or warranty as to the legality of the use by Customer of the Provider Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("Provider Information"). Provider shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the Provider Technologies or Provider Information.
7. Security of Information. Customer acknowledges that the Provider Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the Provider Technologies and Provider Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain or use Provider Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules ; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Provider Technologies and Provider Information (whether in electronic form or hard copy); (d) notify Provider immediately of any such unauthorized access or use of the Provider Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required

by Applicable Rules, delete or otherwise purge all Provider Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.

8. Technology Limitations (Coverage and Battery Life). Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the Provider Technologies. Customer understands and acknowledges that the Provider Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of Provider Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (e.g., mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.

Customer further understands, acknowledges and agrees that (a) Provider Technologies are battery-powered and that an offender's failure to charge the battery on a Provider Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

9. Condition of Provider Information. Customer understands and acknowledges that all Provider Information used and obtained in connection with the Provider Technologies is "**AS IS**." Customer further understands and acknowledges that Provider uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of Provider Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Provider Technologies which may be otherwise available.
10. Modification and Termination. Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the Provider Technologies. Moreover, if Provider determines in its sole discretion that the Provider Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Provider Technologies and shall have no further liability or responsibility to Customer with respect thereto.
11. Limitation of Liability And Warranties. Provider expressly disclaims any warranty that the Provider Technologies are impervious to tampering. Customer acknowledge understands and agrees that the Provider Technologies do not prevent offenders from committing harmful, tortious, or illegal acts and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the Provider Technologies or Provider Information.

Provider shall have no liability to Customer (or to any person to whom Customer may have provided Provider Information) for any loss or injury arising out of or in connection with the Provider Technologies or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Provider Technologies, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVIDER TECHNOLOGIES. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROVIDER TECHNOLOGIES OR ANY PROVIDER INFORMATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF PROVIDER INFORMATION OR AS A RESULT OF THE UNAVAILABILITY OF THE PROVIDER TECHNOLOGIES OR PROVIDER INFORMATION OR THE ABILITY TO MAKE USE OF SAME.

12. Indemnification. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider and officers, directors and employees from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of any of the Provider Technologies or Provider Information.

13. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is **36 Months** thereafter. Following the Initial Term, this Agreement shall automatically renew for succeeding one (1) year periods on each anniversary of the Effective Date unless terminated by either party upon 30 days written notice.
14. Ownership and Use. Any and all systems, applications and software that is used by Provider to provide services to Customer under this Agreement shall at all times remain Provider's sole and exclusive property. Provider (and its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the software and any copies, custom versions, modifications, or updates of the software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's applications, the system, and our other products and services (collectively, the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
15. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon 10 days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 10 day cure period shall be extended to 30 days if the default is not reasonably susceptible to cure within such 10 day period, but only if the defaulting party has begun to cure the default during the ten 10 day period and diligently pursues the cure of such default. Notwithstanding, either party may terminate this Agreement without cause for any reason upon ninety 90 days advance written notice to the other party of its intent to terminate.
16. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the section titled "Ownership and Use" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.
17. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.
18. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.
19. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
20. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement,

shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

[SIGNATURES NEXT PAGE]

EXECUTED as of the Effective Date.

CUSTOMER:

Williamson County Juvenile Probation

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Jun 16, 2020 14:15 CDT)

Name: Judge Bill Gravell Jr.

Title: County Judge

Date: Jun 16, 2020

Customer's Notice Address:

200 Wilco Way
Georgetown, TX 78626

PROVIDER:

Satellite Tracking of People LLC

By: 

Name: Greg Utterback

Title: Chief Development Officer

Date: June 11, 2020

Provider's Notice Address:

Securus Technologies, Inc.
4000 International Parkway
Carrollton, TX 75007

Attention: General Counsel

Phone: (972) 277-0300

Provider's Payment Address:

Satellite Tracking of People LLC
PO Box 639098
Cincinnati, OH 45263-9098

Please email signed contract to: jmahnke@securustechnologies.com

Satellite Tracking of People, LLC

5353 West Sam Houston Parkway North, Suite 190

Houston, Texas 77041

Attention: Contracts Administrator

James Mahnke

Email : jmahnke@securustechnologies.com

Phone: (832) 553-9500

**EXHIBIT A
Base Pricing**

Category	Volume Tiers *	Price
GPS Device (Blutag) Additional units	1+	\$3.00/day/unit
Radio Frequency Device – Cellular (Bluband)	1+	\$2.40/day/unit
Remote Breath Alcohol Device (SoberTrack) Additional units	1+	\$4.10/day/unit

Optional Pricing

Mobile Charger	1	\$75.00 each (purchased)
Monitoring Center Services	1+	\$0.50/day/unit
GPS Device (Dual Carrier)	1	\$0.25/day/unit

* - Average daily billable units per month

Provider provides Customer a shelf stock equal to 20% of the average daily activated units calculated at the end of the month. If the shelf stock exceeds 20%, Provider will charge Customer the per diem rate above for units in excess of 20% of the average daily activated units.

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or Customer, or if the unit is lost, the Customer will reimburse Provider based on the Replacement Cost listed below. **In lieu of Customer paying for lost/damaged units, Customer may elect below to purchase insurance at the per diem rate noted below to provide no-deductible coverage up to 15% of the average daily units billed during the preceding twelve (12) months. Any lost or damaged units above this amount will be billed in accordance with the Replacement Cost below. Election for insurance coverage must be made at the beginning of the Agreement, and remains in effect during the term of the Agreement for all billable units.** Regardless of whether insurance coverage is elected, Customer shall use its best efforts to recover all units on behalf of Provider. Provider may terminate this Agreement if lost or damaged units from this Agreement exceed 20% of the average daily units activated.

Insurance Cost	\$0.50 per day per device
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Electing Insurance Coverage (must check one): ☐ Yes ☐ No

Replacement Cost

Part	Description	Quantity	Replacement Cost ¹
1	BLUtag Unit	1	\$ 250.00
2	BLUhome Unit (if applicable)	1	\$ 350.00
3	BLUbox (if applicable)	1	\$ 200.00
4	BLU+	1	\$ 250.00
5	Straps and direct clips for BluTag® (set comprised of one strap and four clips)	9 per unit per year	\$ 10.00
6	Charging Coupler for BLUtag/BLU+	1	\$ 25.00
7	BLUscan (if applicable)	1	\$ 350.00

8	BLUband	1	\$ 125.00
9	SoberTrack	1	\$500.00
10	Installation Kit	1	\$ 25.00

Note: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

Training Pricing

One-time initial training and one-time annual refresher training is provided to the Customer at no additional cost. Subsequent training costs are based on the following pricing based on average active devices:

1 – 10 Devices	11 – 30 Devices	31 - 100 Devices	Over 100 Devices
\$ 1,500.00	\$ 1,000.00	\$ 500.00	\$ 200.00









Agenda Item #18 6-16-2020 (Juvenile Monitoring Agreement)

Final Audit Report

2020-06-16

Created:	2020-06-16
By:	Thomas Skiles (blake.skiles@wilco.org)
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Signature Date: 2020-06-16 - 7:15:03 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Signed document emailed to becky.pruitt@wilco.org, Judge Bill Gravell Jr. (bgravell@wilco.org), Erica Smith (erica.smith@wilco.org), aschiele@wilco.org, and 1 more
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