

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Steve Gant

TODAY'S DATE: 10/11/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: _____

C. Malott

REQUESTED AGENDA DATE: 10/24/2022

SPECIFIC AGENDA WORDING:

Consideration of Agreement For Contractual Services Between Johnson County, Texas Juvenile Services and eHawk Inc.

COMMISSIONERS COURT

OCT 24 2022

Approved

PERSON(S) TO PRESENT ITEM:

Steve Gant

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL: _____

DATE: _____

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN
JOHNSON COUNTY, TEXAS JUVENILE SERVICES and eHAWK INC.**

This Agreement is entered into this ___ day of September, 2022 between Johnson County, Texas Juvenile Services (County) and eHawk Inc, doing business at 4041 NE Lakewood Way, Suite 280, Lee's Summit, MO, (eHawk) (collectively hereinafter County and eHawk referred to as "Parties")

WHEREAS, County wishes to engage eHawk to provide technology for smartphone monitoring services for a pilot program;

WHEREAS, eHawk is willing to provide such services; and

WHEREAS, Cristy Malott and the Johnson County Juvenile Board Chairman or designee is authorized to execute a contract for such services by County Juvenile Services;

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** This Agreement is effective on September 7, 2022 and shall continue for one year unless earlier terminated as provided herein.
2. **Services provided by eHawk and cost.** eHawk agrees to provide, at the cost of \$1 per participant per day for the term of this agreement:
 - Smart phone applications available for iOS on the Apple App Store and for the android operating system on Google Play Store that will allow monitored individuals to provide data to a platform that is provided to the County.
 - Unlimited training on the platform for all County employees
 - Unlimited technical support for all participants added to the service
 - Monitoring Services and reporting
3. **Limitations of service and liability.** The service is a compliance service that monitors the participant through their iOS or Android smart phone. The service tracks locations at several intervals during the day and requires "check ins" which involve the application of fingerprints, and/or facial recognition. The service is designed to be a more efficient and comprehensive monitoring program than is commonly used. However, this service does not continuously track location and does not require a physical attachment to the body. While the system is designed to encourage full participation and identify participants who fail to comply with the monitoring agreement, a participant may break their phone, allow the phone to lose all battery power, fully power off their phone, give their phone to another individual, attempt to spoof their actual location, attempt to deceive the fingerprint or facial recognition technology, turn off location services, or simply leave their phone in another location. Further, a participant's phone and service may, at times, not provide accurate location data for technical reasons beyond eHawk's control. The County agrees that it understands the scope and limitations of the service. Further, County understands that the service depends upon certain technology and third parties beyond

eHawk's control. eHawk's liability to County and/or any participant will be limited to activity entirely within its control and eHawk will not be liable to County and/or any participant for any amount in excess of the amount paid by said County and/or participant directly related to that participant.

4. **Individual Participants.** County agrees that all enrolled participants for the program will be age 13 or older.
5. **Use of Data.**
 - 5.1. The County agrees that the data provided to the platform by eHawk will be used in a manner consistent with and limited to the order and/or agreement for monitoring, the data is not to be used for general law enforcement purposes or other purposes outside of those specific to the monitoring order or agreement, and the data will only be shared with approved individuals for a legitimate purpose consistent with the order for monitoring. The County understands that its approved individuals will have the ability to review data on the platform and also to make changes relating to the supervision of participants. eHawk is not responsible for the use of the platform by County's approved individuals. The County agrees that it will utilize the platform as intended and will not attempt to save, maintain, database, index, transfer, or journal the data outside of the platform unless by written agreement with eHawk. County understands that all of the data relating to the service will be made available to County for the length of the agreement and for 3 years beyond and eHawk will provide a copy of all of the data relating to the service to the County at the County's request.
6. **Non-disclosure.** All parties to this agreement understand that disclosure of confidential or proprietary information may be necessary to fulfill the provisions of this agreement. The receiving party agrees to take all reasonable precautions to protect any confidential or proprietary information.
7. **Intellectual Property.** Any and all intellectual property owned by a party to this Agreement prior to the date of this Agreement shall continue to be owned by such party.
8. **Representation and Warranties of eHawk.** eHawk represents and warrants to the County that the execution, delivery and performance by eHawk of this contract has been duly authorized by all necessary corporate action and no further corporate action is necessary to authorize the execution of this agreement; there is no litigation known or threatened against eHawk that would impact this agreement; and eHawk has not and will not enter into any agreement that purports to grant a security interest to any person or entity relating to any product or service included in this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

eHawk, Inc.

By: [Signature] L. Cr.

[Signature]
Johnson County Judge

Johnson County, Texas Juvenile Services

By: [Signature] Director
(title)

[Signature]
Johnson County Juvenile Board