AGENDA ITEM A14

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 06/10/2026

Meeting Date: 06/22/2026

Submitted By: Micah Short

Department: STOP

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County ★ APPROVED ★ Commissioners Court

6.22.2026

Description:

Consideration of agreement with 3SI for software and application services used to secure and track equipment and authorization for the County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Curran Massey

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 15 minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☐ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

101 Lindenwood Drive, Suite 200 | Malvern, PA 19355 | 3si.com
Note: Our address has changed

QUOTE

Quote #: **43092 - 1**

Date: **06/04/2026**

BILL TO:
STOP Special Crimes Unit
PO 676
Cleburne, TX 76033

Bryan Scott-Lee
Investigator
817.240.6153
bscottlee@johnsoncountytx.org

SHIP TO:
STOP Special Crimes Unit
411 Mart Dr
Cleburne, TX 76033

Send tracking information to:
bscottlee@johnsoncountytx.org

I have reviewed the above billing and shipping information and confirm it is correct ____ (initial here)

PO #	Quote Expires	Account Rep	Referred By	Sale Type	Customer
	30 days from above date	Bruce Hessler			No

Item	Unit Price	Quantity	Amount
ATS - Tracking Service: Surveillance App Installation of App on one phone & Walkthrough Maximum of 3 simultaneous viewers of each live stream recording 12 months of tracking, mapping, streaming, & 24/7 support	$1,995.00	1	$1,995.00
Notes: Each Additional year of service renewal is $720 for 12 months of service of the single phone license. Customer will need to supply the phone and active Phone Plan to support this solution.		Subtotal:	$1,995.00
		Tax:	$0.00
		Total:	$1,995.00

- Please reference Terms and Conditions below.

CUSTOMER SIGNATURE: _____ **DATE:** 6-22-26

TERMS AND CONDITIONS

1) Miscellaneous

a) This Agreement contains all of the terms and conditions of sale and purchase of the **ESO System** named herein (the "Product") and constitutes the complete understanding of the parties with respect thereto. No modification, extension or release from any provision hereof shall be effected by mutual agreement, acknowledgment, acceptance of purchase order or shipping instruction forms, or otherwise, unless the same shall be in writing, designated as an amendment hereto and signed by the party to be bound. Furthermore, this order can be accepted only in accordance with the terms hereof.

b) No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by the party to be bound.

c) This Agreement and performance hereunder shall be construed and governed by the laws of the State of Texas and Buyer and Seller hereby consents to the exclusive jurisdiction of District Courts of Johnson County, Texas or the Federal District Courts of the Northern District of Texas and irrevocably agrees that all actions or proceedings arising out of or relating to this agreement shall be litigated in such courts. Buyer and Seller accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Buyer and Seller agree to be bound accept service served by certified mail, return receipt requested, mailed to the address indicated above or the Buyer's last known address, if different, such service being hereby acknowledged by Buyer and Seller to be effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

2) Buyer shall only use the Product, or permit the Product to be used by a third party, for the protection of inanimate physical assets and in accordance with the instructions, training manuals and training provided by Seller and in the normal course of Buyer's, or end user's, business. Under no circumstances will Seller be liable to for any damages resulting from Buyer's use of the Product for

any other purpose.. Product is only to be used in the country of purchase or country of intended use. Additional charges may apply and performance may be impacted when used in non-certified or non-approved countries or territories.

3) Each party (including all affiliates, government entities and subcontractors) agrees that information concerning the other party's business, including products and services, is "Confidential Information" and proprietary to that party and shall be maintained in confidence and not disclosed, used or duplicated, without the written consent of either party. Nothing in this provision is intended to or will limit Buyer's ability to release information as required by law, including but not limited to release information when requested under the Texas Public Information Act (Tex. Gov't. Code Chapter 552)or directed by court order or subpoena; Buyer will endeavor to, but is not required to, provide notice to Seller in advance of any release of information. However, Seller when marketing its products and services to third parties, may disclose information concerning the Buyer's use and experience with the product and services, provided the Buyer's name and identifying details are redacted. Buyer acknowledges that effective use of the product and services requires that their use be covert; Buyer agrees not to advertise or notify the public of its use of the products and services.

4) Subject to the limitation of paragraph 5, Seller warrants title to the Product and that the Product sold hereunder is free of defects in workmanship and material, provided, however, that such warranty shall be effective for one (1) calendar year after the Product ships to the Buyer. Should Buyer modify or mistreat the Product in any way, the warranty will be immediately voided. Buyer shall give notice of any claim for breach of warranty to Seller within thirty (30) calendar days of such time as Buyer discovers or otherwise becomes aware of such breach. Failure of Buyer to give notice of any claim within such time period shall be deemed an absolute and unconditional waiver of such claim. The product delivered hereunder shall be produced in compliance with the United States Fair Labor Standards Act of 1938, as amended. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCT, whether used alone or in combination with other products. Any suggestions made by Seller concerning uses or applications of said Product reflect Seller's opinion only, and Seller makes no warranty of results to be obtained. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE PRODUCT WILL: (a) PREVENT THE CRIME OF A ITEM OF

VALUE OR AGAINST A PERSON FROM, OR THE LOSS OF THE ITEM OF VALUE BY, THE BUYER; (b) RESULT IN THE APPREHENSION OF ANY INDIVIDUAL; AND/OR, (c) RESULT IN THE RECOVERY OF THE ITEM OF VALUE REMOVED FROM THE BUYER'S OR ANOTHER PARTIES PREMISES IN THE COURSE OF, OR AS A RESULT OF, ANY EVENT GIVING RISE THERETO. It is understood and agreed by Buyer that Buyer shall reimburse Seller at Seller's standard rates for service calls by Seller during the warranty period or thereafter necessitated by Buyer error or misuse in connection with the product.

5) Seller shall not be liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service provider, dealer, equipment or unit failure, lack of coverage or capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or causes beyond Seller's reasonable control, including without limitation the failure and functionality of third-party location services (but expressly excluding any failure of the, in warranty, GPS hardware provided by Seller. Seller's maximum liability for failure of sellers GPS hardware shall in no event exceed the purchase price of the hardware and at the election of the Seller shall be the repair or replacement of said hardware). Seller shall not be liable for any failure related to Buyer's law enforcement activities, including but not limited to: (a) surveillance; (b) apprehension of individuals; and (c) recovery of money and/or other items. SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS INVESTMENT, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR FOR INJURY OR DEATH ARISING IN CONNECTION WITH THE PRESENCE, USE OR NON-USE OF ANY EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER SHALL NOT BE LIABLE IN THE EVENT THAT THE PRODUCTS OR ANY DEFECT THEREIN CAUSE ANY DAMAGE TO OR FAILURE OF OTHER EQUIPMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT IT IS ILLEGAL OR UNENFORCEABLE UNDER APPLICABLE LAW.

6) Seller agrees to indemnify and hold Buyer harmless from liability for costs and damages awarded against Buyer for infringement of any United States patent claims covering the

Product in the form in which furnished hereunder, provided that such liability results from Buyer's use of the Product and provided that Buyer has given Seller prompt notice of any suit for infringement brought against Buyer and has offered Seller the opportunity to defend and control such suit. In no event shall Seller be liable for the use of the Product furnished hereunder in combination with other products.

7) As consideration for the purchase of the above described Product, the Seller agrees to sell and the Buyer agrees to buy the Product as set forth above for the price there stated for installation at the location also set forth above. Invoice will be generated upon shipment of device to Buyer. Payment shall be made in full thirty (30) days from date of receipt of invoice unless otherwise stated. Prices are valid for thirty (30) calendar days from date shown on the reverse side of this Agreement. Buyer's Product will be deactivated on the wireless network and no longer operational should Buyer not keep payment on their account current.

8) The term of this Agreement is for a period of twelve (12) months commencing upon the Product shipping from Seller to Buyer. If Buyer elects to cancel at any time, no payments or credits will be issued. Seller will notify Buyer 60-90 days prior to the term expiring for Buyer to confirm if they will continue the agreement for another twelve (12) months. Buyer can cancel the agreement providing thirty (30) calendar days written notice to Seller prior to the term expiration date. If there is no specific notice of cancellation, the Buyer will be invoiced for an additional year of service until such time as the maximum total consideration amount of $5,000 is reached; Buyer will have no obligation to pay and Seller will have no obligation to provide, goods and services that would result in exceeding this $5,000 cost cap. Seller may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice to the Buyer.

9) Pursuant to 3SI's Product End of Life policy, 3SI may discontinue selling a product at any time. 3SI will proactively notify affected customers of any product discontinuance and if applicable, suitable product replacements may be offered. 3SI reserves the right to not offer suitable replacements for a discontinued product. Customers with leased product will be provided an option to replace their product with a suitable replacement if EOL falls within the term of their executed lease agreement. Customers choosing to retain products that have reached End of Life must follow responsible disposal procedures in accordance with local and national regulations. 3SI will not be held

responsible for any illegal disposal. Customers should check with local waste management for current Lithium-Ion battery, ink, smoke, dye and gas disposal guidelines. For further details regarding 3SI's Product End of Life policy, visit www.3sisecurity.com.

10) Buyer acknowledges that product is designed for self-installation and service and requires regular battery charging at the frequency listed in the product user guide. Necessary

training materials are provided and Buyer may receive installation and service support via Seller's support center. Buyer may elect full service installation and/or service which is offered at Seller's then current published Service rates and includes training of Buyer's designated users. Buyer acknowledges designated users not present at the time of training will be the sole responsibility of Buyer to train.

11) Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs will be charged by Seller to Buyer as permitted or required by law. If Buyer is exempt from payment of any taxes, an original Tax Exempt Document must be provided to Seller with this executed Agreement.

12) BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NOT CONTRACTUAL RELATIONSHIP THROUGH THIS AGREEMENT WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT BUYER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN SELLER AND THE UNDERLYING CARRIER. IN ADDITION, BUYER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO BUYER AND BUYER HERBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFORE.