



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: August 22, 2024
To: Richard Higgins, Chairman, BOC
From: Andy Penick

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Taylor Samples

Your signature is requested to execute the attached Contract.

Bid/Contract No: Sole Source

Contract Name: Memorandum of Understanding Agreement for Monitoring Services

Department(s) Requesting: Sherriff's Office

Award Recipient Name: ProntoTrak, Inc.

- Annual Contract New Renewal
- Price Increase Requested Percentage Increase: N/A
- Project/Service Contract Previous Spend: \$71,278.00
- Product Contract Requested Amount: \$125,000.00

Comments:

Ankle Bracelets GPS and Alcohol Monitoring Equipment and Services

**MEMORANDUM OF UNDERSTANDING
AGREEMENT FOR MONITORING SERVICES**

THIS AGREEMENT ("Agreement") made and entered into this the _____ day of _____, 2024 by and between the Hall County, Georgia (hereinafter referred to as the "Customer"), and ProntoTrak, Inc., a Georgia corporation (hereinafter referred to as "ProntoTrak").

WITNESSETH:

WHEREAS, the Customer desires to enter into this Agreement with ProntoTrak; and

WHEREAS, ProntoTrak can provide the Customer with monitoring services and equipment; and

WHEREAS, ProntoTrak is a privately owned corporation and is qualified and competent to provide such services.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other good and valuable consideration, the Customer and ProntoTrak agree as follows:

1. SERVICES

ProntoTrak shall be the exclusive provider of monitoring equipment and services (collectively, the "Services") for all persons monitored under Customer's supervision (collectively, "participants," and individually, a "participant") as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

2. TRAINING AND USE

In connection with the initial installation and use of monitoring equipment, ProntoTrak, at no charge, will provide its standard initial training to personnel designated by Customer as listed in Exhibit "A". Customer shall not permit any equipment rented or leased from ProntoTrak to be installed or monitored by any person other than trained personnel directly employed by or under the control of Customer.

3. FEE AND PAYMENTS—CUSTOMER PAY

A. Customer shall pay to ProntoTrak fees for the Services (collectively, the "Service Fees") in accordance with the current fee structure set forth at Exhibit "C" attached hereto and incorporated herein by this reference. ProntoTrak shall calculate the Service Fees on a daily basis and shall invoice Customer for the Service Fees incurred during the preceding month (a "Service Fee Invoice"). The Service Fees shall be due and payable by the Customer within thirty (30) days after the date set forth on the Service Fee Invoice. A Monitoring Day will be deemed to commence at 12:00 a.m. midnight and continue until 11:59 p.m. of the same day.

B. ProntoTrak will ground ship or deliver equipment to the Customer at ProntoTrak's cost and risk of loss. If Customer wants equipment shipped a different way, then Customer shall pay all increased costs above ProntoTrak's standard ground shipping cost.

C. If the equipment is lost or damaged by the Customer while in the possession of the Customer, ProntoTrak will invoice the Customer for the cost of equipment. Exhibit "D" attached hereto and incorporated herein by this reference sets forth the cost of the equipment. The invoice for such lost or damaged equipment shall be due and payable by Customer within thirty (30) days after the date set forth on such invoice.

4. CUSTOMER RESPONSIBILITIES

The Customer responsibilities are listed in Exhibit "B" attached hereto and incorporated herein by this reference.

5. TERM OF AGREEMENT; TERMINATION

A. The term of this Agreement shall be for a period of Twelve (12) months commencing on October 8, 2024, after which date the Agreement shall be automatically extended (without such extension being deemed to be a new agreement but the continuous and uninterrupted extension of the original Agreement) for any number of like periods not to exceed two (2) additional periods, unless sixty (60) days prior to the expiration of a period, notification by either party is given in writing to the other party, such notification stating the reason(s) for non-renewal. Notwithstanding the foregoing, however, (i) ProntoTrak may terminate this Agreement immediately upon the failure by the Customer to pay any invoice when due; and (ii) either party, may, at its sole discretion and with sixty (60) days written notice to the other party hereto, terminate this Agreement for any reason or no reason. Upon the expiration or termination of this Agreement, Customer, at its expense, will promptly return all equipment to ProntoTrak in a timely manner and in good condition and working order. Customer understands and agrees that if the equipment is not returned to ProntoTrak in a timely manner, Customer will pay the daily equipment rate as set forth herein for each additional day the equipment is in Customer's possession.

Should ProntoTrak fail to deliver or deliver nonconforming services or fail to perform, to the Customer's satisfaction, any material requirement of the Agreement or be in violation of a material provision of the Agreement including, but without limitation, any expressed warranties made by ProntoTrak, the Customer shall be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should the Customer determine that ProntoTrak's unsatisfactory performance substantially endangers completion or that default is likely to occur, the Customer shall be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should ProntoTrak fail to make substantial and timely progress toward performance of the Agreement Customer shall

Customer Initials _____

ProntoTrak Initials 

be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should ProntoTrak become subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws, should ProntoTrak terminate or suspend its business; or should Customer reasonably believe that ProntoTrak has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law Customer shall be entitled to declare ProntoTrak to be in default of its obligations under the Agreement. Should ProntoTrak fail to comply with applicable federal, state, and local laws, rules, Customer ordinances, regulations, and orders when performing within the scope of the Agreement or should ProntoTrak engage in conduct that has or may expose the Customer or the State to liability, as determined in the Customer's sole discretion the Customer shall be entitled to declare the ProntoTrak to be in default of its obligations under the Agreement.

If any of the default events set out above occur, then Customer shall issue a written Notice of Default to ProntoTrak outlining one (1) or more of the default events and request that the breach or noncompliance be remedied within a period of time to be specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the Notice of Default, Customer shall be entitled to immediately terminate the Agreement for default without additional written notice, procure substitute Services from another source and charge the difference between the Agreement and the substitute Agreement to ProntoTrak; and/or, enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

Agreement will terminate immediately and absolutely if the Customer determines that adequate funds are de-appropriated such that the Customer cannot fulfill its obligations under the Agreement, such determination being at the Customer's sole discretion and conclusive. Customer agrees to provide prompt written notice to ProntoTrak in the event of any de-appropriation.

Should any of the following events occur Customer may terminate the Agreement effective immediately without advance notice: If the ProntoTrak must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Agreement effective as of the date on which the license or certification is no longer in effect. Customer determines that the actions, or failure to act, of ProntoTrak, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized. ProntoTrak furnished any statement, representation, or certification in connection with the Agreement or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect."

B. Upon termination or expiration of this Agreement:

- i. ProntoTrak shall immediately cease to provide the services to the Customer;
- ii. ProntoTrak will turn off all devices and remove them immediately from the Customer's possession; and
- iii. Each party shall return to the other party all copies of any Confidential Information or other materials received from the other party.

C. Customer shall pay to ProntoTrak all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement. If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement. ProntoTrak reserves the right, but assumes no obligation, to suspend performance immediately if Customer is more than 30 days past due in payments or if, in ProntoTrak's reasonable judgment, Customer has materially breached any obligation set forth herein.

D. In the event that either party terminates this Agreement, all procedures or requirements will be finalized according to the agreed upon manner. ProntoTrak will provide all services up until the expiration or termination date of this Agreement, upon which it will be the Customer's responsibility to return to ProntoTrak all monitoring equipment and supplies that are in the possession of the Customer or a participant.

E. ProntoTrak will not be responsible for the monitoring of any participant once this Agreement terminates or expires. Any monitoring services after said date will have to be described in writing and consented to by both parties. Any fees associated with this holdover of services period will be due and payable in the same manner as all other fees that were collected hereunder.

6. LIMITATION OF LIABILITY

CUSTOMER AGREES THAT, EXCEPT AS PROVIDED HEREIN, PRONTOTRAK WILL NOT BE LIABLE FOR ANY LIABILITIES, OBLIGATIONS, COSTS, EXPENSES, DAMAGES OR HARMS, INCLUDING, WITHOUT LIMITATION, ANYTHING RELATED TO PROPERTY DAMAGE, PERSONAL INJURY, BODILY INJURY, ILLNESS OR DEATH, THAT CUSTOMER OR CUSTOMER'S EMPLOYEES, AGENTS OR OTHER AFFILIATES MAY INCUR UNLESS SUCH LIABILITIES, OBLIGATIONS, COSTS, EXPENSES, DAMAGES OR HARMS ARISE OUT OF PRONTOTRAK'S NEGLIGENCE IN CONNECTION WITH ITS OPERATIONS OR ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES AS REQUIRED HEREIN.

7. INSURANCE

ProntoTrak will maintain business liability insurance in an amount not less than \$1,000,000.00.

8. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be construed under the laws of the State of Georgia. If any part or portion of this Agreement shall be determined to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other term or provision of this Agreement shall in any way be affected. Any legal claim, action, proceeding or other suit with respect to this Agreement shall be brought exclusively in the federal or state courts in and for Hall County, Georgia, and by execution and delivery of this Agreement, each of the parties irrevocably consents to the exclusive jurisdiction of those courts, and each of the parties hereby submits to personal jurisdiction in the State of Georgia. Each of the parties irrevocably waives any objection,

including, without limitation, any objection based on lack of jurisdiction, improper venue, or forum non-conveniens, which any party hereto may now or hereafter have to the bringing of any claim, action, proceeding or other suit in such jurisdiction in respect to this Agreement or any transaction related hereto.

9. ENTIRETY OF AGREEMENT

A. This Agreement (together with its Exhibits) constitutes the entire agreement between the parties. All previous proposals and communications, written or oral, relative to the services to be provided by ProntoTrak are hereby superseded, except to the extent that they have been expressly incorporated in this Agreement.

B. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

10. MODIFICATION

This Agreement cannot be changed, modified or amended in any respect except by written instrument signed by the Customer and ProntoTrak.

11. PARAGRAPH HEADINGS AND PRONOUNS

Any paragraph headings contained in this Agreement are for convenience and reference purposes only and shall under no circumstances affect the meaning or interpretation of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the: masculine, feminine, neutral, singular, or plural, as the identification of the person or persons, firm or firms, corporation or corporations may require.

12. NOTICES

Any notices shall be sent certified mail, receipt requested to:

ProntoTrak
106 Colony Park Drive, Suite 700
Cumming, Georgia 30040
678-455-0525

Customer:
Scott Collison
Administrative Operations Director
Hall County Sheriff's Office
Administrative Bureau
2859 Browns Bridge Road,
Gainesville GA 30504
770-718-5151

13. MISCELLANEOUS

A. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any Exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

B. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

C. If performance hereunder is interfered with by any act of God, fire, storm, flood, earthquake, governmental regulation or direction, acts of the public enemy, war, rebellion, insurrection, riot, invasion, strike or lockout, or the failure of a phone ProntoTrak or any other entity which is involved in the routing of data to/from the home to the monitoring center (a "Force Majeure Event"), the affected party shall be excused from such performance to the extent of such condition, provided, however that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for 30 days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs and if this Agreement has not been earlier terminated pursuant to Section 4; such party shall resume the performance hereof whenever such cause or causes are removed.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Customer: Hall County, Georgia	ProntoTrak, Inc.
By: _____	By: <u>Steve Page, Pres. + CEO</u>
Title: _____	Steve P. Page President and Chief Executive Officer

Customer Initials _____

APPROVED AS TO FORM

Nathaniel R. Anderson
Nathaniel R. Anderson,
Senior Assistant County Attorney

ProntoTrak Initials SP

EXHIBIT "A"

SERVICES

A1. Standard Initial Training/Orientation ProntoTrak will provide four (4) hours of initial training on the monitoring equipment and proper installation/removal of monitoring devices. ProntoTrak will train Customer's personnel how to navigate the monitoring software. This training will be at the Customer's location or at ProntoTrak's location if mutually agreed upon.

A2. Customer Support ProntoTrak will provide the Customer with support via phone for violation interpretation, technical support, and equipment installation and/or removal. Support is available during regular business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time zone, excluding federal and state holidays.

A3. Alert Notification ProntoTrak will provide the Customer with reports of monitored participants and notification of any violations that occur regarding the participant's Electronic Monitoring. ProntoTrak will notify the Customer with alerts via email messages and/or cellular text messages, if available.

A4. Customer Testimony ProntoTrak will provide Customer testimony relating to violations. ProntoTrak will provide information and documentation relating to the participant's activity during the monitoring period. The Customer will give ProntoTrak 3 business days notification when testimony is required.

A5. Shelf Inventory ProntoTrak will provide Customer with 30% shelf equipment at no cost to the Customer.

A6. Equipment ProntoTrak will provide the Customer with equipment, consumable items required for installation and chargers.

A7. Arrearages ProntoTrak will communicate with Customer on a regular basis regarding any participants in arrears on monitoring fees.

A8. Phones and Tablets ProntoTrak will provide the staff with two cell phones and two tablets.

A9. Monitoring Center ProntoTrak will provide monitoring center only on cases requested.

EXHIBIT "B"

CUSTOMER RESPONSIBILITIES

B1. The Customer shall provide to ProntoTrak such documents as reasonably requested as it pertains to any participant at no charge to ProntoTrak.

B2. The Customer agrees to maintain complete responsibility for participant's selection and program management services not specifically listed. The Customer will do all installs on participants, removals and maintenance of equipment for participant.

B3. The Customer shall notify ProntoTrak on the provided "Referral Form" prior to installation of a device. The Customer shall update ProntoTrak with any change(s) to the participant's information. This information may be communicated via the ProntoTrak website (www.prontotrak.com), or via email (service@prontotrak.com), or via fax (866-714-3852).

B4. The Customer must be able to receive and respond to all Electronic Monitoring notifications. After reviewing confirmed violations, the Customer shall make a determination regarding the continuation of a participant on Electronic Monitoring.

B5. The Customer shall have the participant complete proper paperwork showing his/her understanding of the operation and safety requirements of the equipment. The Customer shall maintain a copy of the information in its files and forward a copy to ProntoTrak.

B6. The Customer will use its best efforts to assist in the recovery of missing, lost or stolen equipment while assigned to a participant in the program.

B7. The Customer shall immediately remove the monitoring device from a participant upon completion of an electronic monitoring period and shall promptly notify ProntoTrak that such device has been returned to the possession of the Customer. ProntoTrak will not turn off any monitoring device, and all charges will continue to be charged the Customer, until ProntoTrak is notified by the Customer to turn off any device as provided herein.

B9. The Customer shall give the Company 3 business days' advanced notice when court testimony is required.

B10. The Customer will install the selected monitoring equipment on the participant.

B11. The Customer will take necessary action when participant is not paying for monitoring services being rendered by ProntoTrak for participant-paid cases and will confer with ProntoTrak regarding a participant's balance prior to releasing participant from program.

EXHIBIT "C"

FEE TABLE

SERVICES **DAILY RATE**

ACTIVE GPS—tiered pricing

AGENCY PAID	1 to 50 Units	51 to 100 Units	101 to 150 Units
Equipment, Support Services and Monitoring Center	\$5.50 Per Day	\$5.15 Per Day	\$4.95 Per Day

*If active units drop to the lower tier during the month the price will remain for the month and then change to the new tier pricing at the beginning of the next month.

** If active units rise to the next tier during a month the new tier pricing will begin the first day of the following month.

*** The pricing for the upcoming month will be based on an average of the units used in the previous month.

PARTICIPANT PAID - GPS		
Equipment, Support Services, Monitoring Center	\$9.00 Per Day	Cases to be paid in full prior to release from the program.

	Agency Per Day	Participant Per Day
SCRAM – With Home Phone 24/7 Alcohol Monitoring	\$8.00	\$10.00
SCRAM – Direct Connect 24/7 Alcohol Monitoring Offender required to report to office two times per week for download	\$8.00	\$10.00
SCRAM- With Ethernet 24/7 Alcohol Monitoring	\$9.00	\$11.00
SCRAM- With House Arrest 24/7 Alcohol Monitoring <u>and</u> House Arrest	\$11.00	\$15.00
REMOTE BREATH Random/Scheduled Alcohol Monitoring and Curfew	\$6.00	\$7.50

Customer Initials _____

ProntoTrak Initials 

EXHIBIT "D"
EQUIPMENT REPLACEMENT COST

EQUIPMENT	COST
STOP BluTag	\$500.00
GPS (SCRAM/OM500)	\$600.00
SCRAM Alcohol Monitor	\$1400.00
SCRAM Base Station	\$700.00
SCRAM Cellular Transmitter	\$700.00
Remote Breath	\$900.00

Customer Initials _____

ProntoTrak Initials RP