

SERVICE AGREEMENT

This Agreement entered into by and between the Oklahoma County Criminal Justice Authority, hereinafter called “Authority,” and Integrity Communications Solutions, hereinafter called “Contractor,” constitutes the entire Agreement between the Authority and Contractor, individually “Party”, collectively the “Parties”.

ARTICLE I: CONTRACTOR QUALIFICATIONS AND SERVICES

Contractor is a private entity with its principal place of business located at 4040 E. Bijou Street, Colorado Springs, Colorado 80909. Contractor has developed the Biometric Life Detection System (“System”), which tracks and monitors the movement, pulse and respiratory rate of individuals.

To conduct an on-site trial of the System, Contractor agrees to deliver and install 46 radars within the Oklahoma County Detention Center (“OCDC”) and monitor use and functionality of the System in phases. Delivery and installation to begin December 2024 with configuration and initial monitoring to begin February 2025.

Contractor agrees to ensure all radar and equipment operations of the System are isolated from the OCDC’s existing IT infrastructure and will further maintain System security.

Upon completion of installation and configuration, Contractor will provide weekly reports summarizing key insights and System performance to the Chief Executive Officer of the OCDC including, but not limited to:.

1. The time the System was in operation;
2. The time the System experienced downtime, both scheduled and unscheduled;
3. The volume of alerts created by the System;
4. The response to the alerts;
5. Significant incidents; and
6. Significant patterns to be determined on the collection of data and between the Parties. An example includes but is not limited to elevated heart rate trends in a particular area of facility indicating widespread illicit substance use or other issues.

ARTICLE II: AGREEMENT PERIOD

This Agreement shall become effective upon approval by all Parties and shall expire at 5:00 p.m. CDT on June 30, 2026, unless otherwise terminated in accordance with Article X. This Agreement may be renewed for additional one-year periods upon written approval by all Parties.

ARTICLE III: NO PERSONAL BENEFIT TO OFFICIALS AND EMPLOYEES

No official or employee of Authority shall receive any share or part of the fees paid under the Agreement, or any benefit that may arise therefrom, nor shall any officer or employee of Authority serve as an employee of Contractor’s organization.

ARTICLE IV: ALLOWABLE COSTS AND PAYMENT

Total payment for installation, configuration, and monitoring of radars pursuant to this Agreement shall be at a fixed rate price not exceed Forty-Nine Thousand Five Hundred Dollars (\$49,500.00) payable in two installments of Twenty-Four Thousand Seven Hundred and Fifty Dollars (\$24,750.00) as follows: Authority shall make the initial payment to Contractor upon approval of this Agreement and shall make the final payment due Net 30 to Contractor upon completion of the installation of equipment and Authority's acceptance of such installation.

Beginning April 1, 2025, Authority agrees to pay a monthly charge of Six Dollars (\$6) per radar upon receipt of an accurate invoice. Individual radar charges shall not be allowed for any individual radar that is inoperable for a cumulative period of more than 72 hours within a calendar month. Terms shall be Net 30 of such receipt. The charge encompasses all services, including, but not limited to:

1. Use of Contractor software code to interpret data from radar to server of Authority's choice;
2. Supervised access of non-PII data to Contractor technicians to review and cure with any anomalies;
3. Creation of technical solution so Contractor can directly review data being interpreted by the radar for the purpose of performance. This data shall not include any Personal Identifying Information (PII) relating to any detainee;
4. All data shall remain on the server provided by Authority; and.
5. Authority will provide Contractor controlled access to specific data to assist Contractor with System troubleshooting, maintenance, and provision of services. Such access shall be provided at the sole discretion of the Authority. Data necessary for these purposes includes, but may not be limited to that which confirms:
 - a. The radar is operating
 - b. The radar is collecting pulse as per algorithms
 - c. The radar is collecting respirations as per algorithms
 - d. The radar is collecting movement as per algorithms
 - e. The radar and the codes are making the correct determinations

ARTICLE V: DATA OWNERSHIP

The Parties acknowledge that all data collected by the System shall be the property of the Authority. For the purposes of clarity, Contractor agrees it shall have no claim to any data collected by the System, Contractor staff or any other system used to monitor, maintain, upgrade or otherwise modify the System.

ARTICLE VI: EQUAL OPPORTUNITY AND DISCRIMINATION

Authority and Contractor agree they are equal opportunity employers and in compliance with Federal regulations, at Title 45, Code of Federal Regulations, Part Eighty (80) (which implement P.L. 88-352 Civil Rights Act of 1964) and executive orders thereunder and the Rehabilitation Act of 1973, as amended, including but not limited to, giving equal opportunity both to those seeking

employment and those seeking services without regard to race, color, religion, sex, national origin or handicap.

The above notwithstanding, Authority retains the right to direct Contractor to remove any individual from providing any services under this Agreement through any form, including either on-site or virtual support services. Contractor may, at Authority's sole discretion, be required to submit employees, consultants, directors, officers and others to pass a background check, the scope of which shall be solely determined by the Authority.

ARTICLE VII: COMPLIANCE WITH LAW

Contractor agrees to comply with all applicable State and Federal Laws, statutes, regulations, rulings or enactments of any governmental authorities that are applicable to this Agreement. Observance of and compliance shall be the responsibility of Contractor without reliance on, or superintendent of, or direction by the County.

Contractor understands they are responsible for payment of wages and benefits required by Federal law (i.e., FICA) to any persons employed by Contractor to fulfill obligations of this Agreement.

ARTICLE VIII: NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended by the Parties, nor shall the Agreement be construed to confer upon any person or legal entity not a Party to this Agreement any right, remedy, or claim, equitable or legal, under or by reason of this Agreement or any provision hereof. All provisions, conditions, and terms of this Agreement are intended to be and are for the exclusive benefits of the Authority and Contractor. Nothing herein shall be construed as consent by a political subdivision of the State of Oklahoma to be sued by third Parties or that this Agreement can be used in any litigation by third Parties.

ARTICLE IX: LIABILITY AND INDEMNIFICATION

Contractor shall perform their work under this Agreement as an independent contractor and agrees that the Authority is to be free from all liabilities and damages resulting from Contractor's performance hereunder.

Contractor agrees not to hold Authority liable for any damage to or loss of property or personal injury or death, which may result from performance pursuant to this Agreement.

Contractor shall indemnify and hold harmless Authority and all of its officers and employees from any and all assessments, judgments, and costs including, but not limited to attorney's fees, and legal and other reasonable expenses arising from Contractor's performance under this Agreement.

ARTICLE X: TERMINATION BY CANCELLATION

Either Party may terminate this Agreement at any time for any reason upon written notice to the other party in accordance with this Agreement. The termination of the Agreement shall be

effective thirty (30) days from the receipt of the written notice of termination. Written notice will be given in compliance with Article XIV of this Agreement.

ARTICLE XI: DUTIES UPON EXPIRATION OR TERMINATION OF AGREEMENT

Upon expiration or termination of this Agreement, Contractor will remove all radar equipment at its own expense. All data collected from the System and stored by Contractor shall be securely transferred to Authority in a manner to be agreed upon by the Parties at the time of expiration or termination of this Agreement, but in no event shall such transfer occur later than three (3) calendar days following expiration or termination date of this Agreement.

ARTICLE XII: MODIFICATION

This Agreement constitutes all of the terms and conditions agreed upon by the Parties and no Party nor their respective agents, administrators, or employees may alter or change the terms hereof. Further, neither Party shall be bound by any statement or representation not in conformity with this Agreement.

The terms of this Agreement may be amended as required by law or as may be in the interests of the Parties. Any such modification and its effective date shall be upon written agreement of the Parties.

Waiver of any provision of this Agreement must be by written agreement approved by the Parties to be effective. Neither forbearance nor payment by Authority shall be construed to constitute a waiver of any remedy or for any default or breach under the terms of this Agreement.

ARTICLE XIII: GOVERNING LAW

This Agreement is made in the State of Oklahoma and shall be governed by the laws of the State of Oklahoma, excluding conflicts of laws provisions.

ARTICLE XIV: NOTICES

All notices, designations, consents, offers, acceptances, or any other communication provided for herein shall be given in writing and delivered by First Class U.S. Mail, by receipted hand delivery, or other similar and reliable carrier and addressed to each Party as stated below. Notice will be deemed to be provided at the time it is actually received or within five business days after deposited in First Class U.S. Mail.

Oklahoma County Criminal Justice Authority
c/o Oklahoma County Clerk
320 Robert S. Kerr, 2nd Floor
Oklahoma City, OK 73102

Integrity Communications Solutions
4040 E. Bijou Street
Colorado Springs, CO 80909

ARTICLE XV: AUTHORIZATION

Each Party to this Agreement represents and warrants to the other that they have the right, power, and authority to enter into and perform their obligations under this Agreement. By their signatures hereto, the Parties represent that all requisite action to approve execution, delivery, and performance of this Agreement has been taken and that this Agreement constitutes a legal, valid, and binding obligation to the entity he or she represents in accordance with its terms.

ARTICLE XVI: EXECUTION

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above agreement and caused their duly authorized representatives to execute this Agreement.

APPROVED this _____ day of _____, 2024.

Contractor



Authorized Signature & Title
Graeme Towndrow
President, ICS

Oklahoma County Criminal Justice Authority

Chairman