

CR 53479.0

MEMORANDUM OF UNDERSTANDING

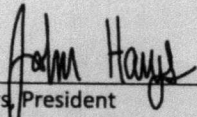
JUDICIAL SERVICES GROUP, LLC A/K/A JSG MONITORING (JSG) and WASHTENAW COUNTY SHERIFFS OFFICE (AGENCY) hereby agree to the following as it will be known as the AGREEMENT:

1. **EFFECTIVE DATE:** The effective date shall be the earlier of the following: June, 15th, 2021, or the date in which this AGREEMENT is individually signed or when JSG delivers equipment and/or provides access to any platform in good faith of signature and acknowledgment of this AGREEMENT.
2. **COMMUNICATIONS:** All written and electronic communication that may be required under this AGREEMENT shall be remitted using the following contact information:
 - a. **IF TO JSG:**
John Hays
401 S. Jackson St.
Jackson, MI 49201
john@courtofficer.com
517-783-6600
 - b. **IF TO AGENCY:**
Sheriff Jerry Clayton
2201 Hogback Road
Ann Arbor, MI 48108
734-973-4624
3. **TERMINATION:** AGREEMENT can be canceled by either party upon thirty days' prior written notice to the other party. Written notice may be given to JSG by use of the communication protocol described in Section 2a or to AGENCY by use of communication protocol described in Section 2b. Upon termination: all equipment shall be returned to JSG; and all fees and costs due JSG from AGENCY for services rendered through the date of termination shall be paid in full.
4. **MODIFICATIONS:** This AGREEMENT may be modified at any time with the mutual agreements of the parties. Any such modification will be effective only if in writing, signed by both parties, and will be considered an ADDENDUM to the AGREEMENT.
5. **SOFTWARE:** AGENCY shall be provided unlimited access to any software or web-based platform necessary or optional for the purposes of effectively operating the program. This provision does not entitle AGENCY to access any of JSG's private or confidential information, trade secrets, or proprietary information.
6. **PAYMENTS:** Monitoring fees shall be due and payable in full within 30 days of invoice. Invoices shall be issued on or about the 5th of each month notwithstanding any issue that prevents JSG from accurately completing the invoice. Failure to pay by the 35th day may result in the cessation of all monitoring services and the de-installation of all monitored equipment. The AGENCY will remain liable for all incurred charges until notification to cease monitoring is given to JSG.
- 7.
8. **AUTHORITY:** The individuals executing this AGREEMENT warrant and represent that they are authorized to act on behalf of their respective entities.
9. **BINDING EFFECT.** This AGREEMENT shall be binding upon successors and assignees of the parties hereto and shall, in all pertinent parts, survive any closing of the transaction.
10. **SEVERABILITY.** In the event any provision of this AGREEMENT should be held to be unenforceable, each and all of the other provisions of this AGREEMENT shall remain in full force and effect.

11. **ENTIRE AGREEMENT.** The parties hereto acknowledge that this AGREEMENT constitutes a full, final, and complete statement of their agreement and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this AGREEMENT contains the sole and entire AGREEMENT between them with respect to the subject matter hereof. The AGREEMENT and any SCHEDULES, ADDENDUMS, and AMENDMENTS that are included initially or subsequent to the original EFFECTIVE DATE is considered to be inclusive of the AGREEMENT. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this AGREEMENT but not included herein shall not be considered in any way in the interpretation and application of this AGREEMENT and shall not in any way affect the rights and obligations of the parties hereto.
12. **CONSTRUCTION.** This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing that instrument to be drafted.
13. **APPLICABLE LAW AND MUTUAL SUBMISSION TO JURISDICTION.** *This AGREEMENT shall be construed and enforced according to the laws of the State of Michigan.* The parties agree to submit any and all disputes arising out of or based on this AGREEMENT to binding arbitration, and an agreement that the finding of the Arbitrator may be reduced to judgment and entered into the appropriate court for the County of Washtenaw, State of Michigan, the jurisdiction of which the parties hereby consent to.
14. **COUNTERPARTS ACCEPTABLE.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. These counterparts are termed SCHEDULES and are attached to this AGREEMENT to describe each product or service under this AGREEMENT.
15. **LIMITATION OF LIABILITY.** In no event shall either party have any liability to the other party or to any third party for any incidental, consequential, special, punitive, speculative or exemplary damages based upon a claim or tort (including but not limited to negligence, warranty or strict liability), including, without limitation, damages for loss of income, profits or use, business interruption, or loss of goodwill, irrespective of whether the party has advance notice of the possibility of such damages. AGENCY will not be responsible for equipment damaged or lost by an offender, so long as AGENCY has used its best efforts to obtain all equipment back from any offender

In witness whereof the authorized representatives of the parties have executed this Memorandum of Understanding on the date below.

Name, Title



John Hays, President
Representative of Judicial Services Group

Date

Name, Title

Date

SCHEDULE A

GLOBAL POSITIONING SYSTEM (GPS)

PRODUCT & SERVICES AGREEMENT

This SCHEDULE A to the MEMORANDUM OF UNDERSTANDING (the "AGREEMENT") is entered into on the Effective Date by and between JUDICIAL SERVICES GROUP, LLC, (JSG) and WASHTENAW COUNTY SHERIFFS OFFICE (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. TERMS & PRICING OF PRODUCTS

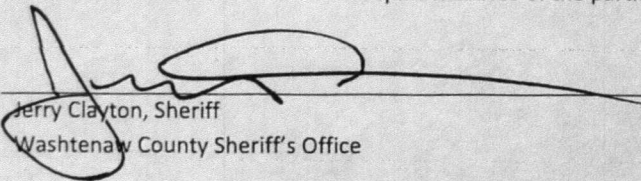
- a. **EQUIPMENT.** JSG agrees to furnish AGENCY with Global Positioning System (GPS) bracelets, power supplies, batteries, straps, clips, tool sets, and any other necessary and consumable components required to operate a GPS program in accordance with the pricing contained in this SCHEDULE.
- b. **SOFTWARE.** JSG agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time.
- c. **SHIPPING.** JSG agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
- d. **DELIVERY & STOCK.** JSG agrees to provide a reasonable supply of surplus stock of all components necessary to operate a GPS program at no additional cost to the AGENCY.
- e. **MODE OF PRICING.** JSG shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. Costs are as follows:

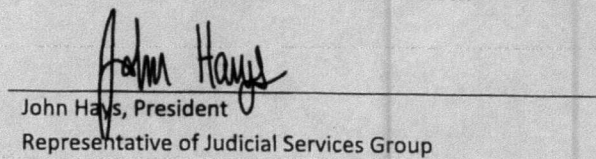
Daily Rate:	\$6.00 per unit, per day
Replacement Strap:	\$50.00
Replacement Charger:	\$25.00
Replacement Backplate:	\$10.00

2. SERVICES

- a. **TRAINING.** JSG will provide AGENCY with personnel training in the use of the products at no cost.
 - b. **EQUIPMENT MAINTENANCE.** JSG and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to JSG at the appropriate intervals.
3. **ON-SITE SERVICES.** JSG will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.


In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

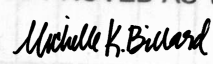

Jerry Clayton, Sheriff
Washtenaw County Sheriff's Office


John Hays, President
Representative of Judicial Services Group

WASHTENAW COUNTY

Gregory Dill
County Administrator

ATTESTED TO:

Signed by Deputy E. Golembiewski for L. Kestenbaum
11/15/2021
Lawrence Kestenbaum
County Clerk/Register

APPROVED AS TO FORM:

Office of Corporation Counsel
11/09/2021
Michelle K. Billard
Corporation Counsel