



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145292
PAGE 1 OF 14
DATE: 5/20/2025

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN TARRANT COUNTY, D/B/A TARRANT COUNTY SHERIFF'S OFFICE AND LEO TECHNOLOGIES, LLC FOR USE OF THE VERUS SOFTWARE SOLUTION AND SUPPORTING PROFESSIONAL SERVICES

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an agreement between Tarrant County, d/b/a Tarrant County Sheriff's Office (TCSO) and LEO Technologies, LLC (LeoTech) for use of the VERUS software solution and supporting professional services.

BACKGROUND

LeoTech is a Los Angeles-based technology company specializing in public safety solutions for correctional facilities and law enforcement agencies. Founded by former law enforcement officers, LeoTech developed VERUS a patented search-and-analytics platform that monitors authorized inmate communications in real time. VERUS transcribes and analyzes phone calls using natural language processing (NLP) to identify keywords and patterns, aiding in investigations and enhancing facility safety. The platform is designed to be objective, focusing solely on the content of communications without considering the identity of the speakers. LeoTech collaborates with public safety organizations and is an Amazon Web Services Partner, ensuring scalability and compliance with legal standards.

Through this agreement, the Tarrant County Sheriff's Office will use VERUS to monitor and analyze inmate communications, specifically those facilitated through Smart Communications. VERUS will allow TCSO to process and analyze inmate calls, emails, and messages automatically, detect potential criminal activity or time-sensitive threats, and support public safety efforts, including work with the Texas Anti-Gang Initiative. The system provides searchable, real-time access to information while excluding privileged communications, such as attorney-client calls, using phone numbers provided for that purpose.

TCSO will be responsible for coordinating with the telecom provider, authorizing users, supporting implementation and integration, and ensuring that privileged communications are properly excluded.

The agreement is for a one-year term beginning on the effective date and will automatically renew annually unless terminated. Either party may terminate the agreement with thirty (30) days' notice for breach or sixty (60) days' notice for convenience.

This agreement has been reviewed and approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

There is no cost to Tarrant County or TCSO for use of the VERUS system. The services is fully funded through the statewide Texas Anti-Gang (TAG) budget.

SUBMITTED BY	Sheriff	PREPARED BY:	Jessica Redding
		APPROVED BY:	Derek Grant

LEO Technologies Subscription Agreement (VERUS)

This **LEO Technologies Subscription Agreement** is made and entered as of 02/01/2025 (the “**Effective Date**”) by and between LEO Technologies, LLC (hereinafter “**LeoTech**”), a limited liability company with its address at 1515 S. Capital of Texas Hwy. Austin, TX 78746, and Tarrant County operating by and through the Tarrant County Sheriff’s Office (hereinafter “**Customer**”) located at 200 Taylor Street, 7th Floor, Fort Worth, TX 76196.

- 1.0 Scope.** The purpose of this LeoTech Subscription Agreement, including any exhibits, appendices, attachments, amendments, or other documents referenced or incorporated herein (collectively this “**Agreement**”) is for Customer to license LeoTech’s VERUS software solution and supporting professional services. LeoTech and Customer may be referred to collectively as the “**Parties**,” or individually as a “**Party**.” The Parties agree as follows:
- 2.0 Definitions.** The following terms have the following meanings:
- 2.1 “Authorized User”** means any user authorized by Customer to use the Services. Authorized Users may include employees, contractors, subcontractors, and other third parties performing services for or on behalf of Customer.
- 2.2 “Confidential Information”** means any non-public information disclosed by one Party to another Party that is: (a) at the time of disclosure identified or marked as confidential or proprietary information; or (b) by its nature and the circumstances should reasonably be considered to be confidential information, in all cases including, but not limited to, information regarding a Party’s technology, code, strategy, operations, transactions, pricing, customers, and information maintained in a Party’s internal-only documentation or web sites.
- 2.3 “Data”** means any and all data, including, but not limited to Personal Information, processed by the Subscription Services on behalf of Customer under this Agreement.
- 2.4 “Documentation”** means any materials relating to the performance, operation, or use of the Services, whether currently existing or created in the future, and whether in written or electronic form, including any of the following, submitted by either Party with respect to the Services: (i) specifications; (ii) technical, operating procedure, program, or user manuals; and (iii) training materials.
- 2.5 “Downtime”** means time that the Subscription Services is unable to process Data to provide the Services.
- 2.6 “Error”** means any defects, errors or bugs that interfere with, disrupt, or damage the operation or functionality of the Subscription Services.
- 2.7 “Order”** means a purchase order issued under this Agreement and requesting Services from LeoTech. Orders are incorporated into this Agreement.
- 2.8 “Personal Information”** means any and all individually identifiable information or data relating to a natural person that (i) directly or indirectly identifies or can be used to directly or indirectly identify, contact or locate an individual, or (ii) that relates to an individual, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual. Personal Information shall be considered Confidential Information of the disclosing Party hereunder.

- 2.9** “**Personnel**” means any employees, subcontractor employees, or other individuals furnished by LeoTech to perform Services.
- 2.10** “**Authorized Inmate Communications Provider**” is a provider such as Smart Communications, or a similar entity providing Authorized Inmate Telecommunications services to Customer.
- 2.11** “**Services**” means the services (including the Subscription Services) provided pursuant to an Order.
- 2.12** “**Subscription Services**” means the service provided by LeoTech via LeoTech’s VERUS software and all software (including any upgrades or updates thereto), scripts, or other executable code provided or made available by LeoTech to Customer or Customer’s Authorized Inmate Communications Provider.

3.0 Duration of Contract.

3.1 Contract Term. The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date. Unless otherwise terminated in accordance with its terms, this Agreement shall automatically renew for one (1) year periods. The “Term” of this Agreement will continue in full force and effect unless terminated pursuant to Section 3.2.

3.2 Termination.

3.2.1 For Breach. Customer or LeoTech may terminate this Agreement and/or any Order upon a material breach of this Agreement or any Order by the other Party if such breach is not cured within thirty (30) days following the breaching Party’s receipt of written notice from the non-breaching Party.

3.2.2 For Convenience. LeoTech or Customer may terminate this Agreement or any Order for convenience upon sixty (60) days’ written notice.

4.0 Pricing & Payment Terms.

4.1 Price. The Tarrant County Sheriff’s Office operates a qualifying correctional facility that supports the Texas Anti-Gang (TAG) program. The statewide TAG budget includes legislatively appropriated funds designated for purchasing Verus, ensuring access for all public safety personnel supporting TAG initiatives throughout Texas.

4.2 Payment. At no point will the Tarrant County Sheriff’s Office or the County of Tarrant be responsible for any cost or fees associated with the use of Verus.

5.0 Purchase of Services.

5.1 Integration With Authorized Inmate Communications Provider. Customer understands that the Services must be connected to Customer’s Authorized Inmate Communications Provider via an application program interface (“API”) that allows the processing of Data in near real time for the Services to function. On the Effective Date, Customer shall direct the Authorized Inmate Communications Provider to provide LeoTech with an API in order to access the Data from the Authorized Inmate Communications Provider. Customer shall use its best efforts to support the execution of any necessary agreements between LeoTech and the Authorized Inmate Communications Provider to facilitate LeoTech’s receipt of the requisite API and access to the Data. No failure or delay by LeoTech to satisfy a LeoTech obligation in this Agreement shall

be considered a breach if such failure or delay is caused, in whole or in substantial part, by a failure of the Authorized Inmate Communications Provider or Customer to provide LeoTech access to the Data.

5.2 Implementation. LeoTech and Customer shall reasonably cooperate in order to implement the Services. Such cooperation includes Customer's best efforts to obtain the cooperation of the Authorized Inmate Communications Provider. Customer shall provide LeoTech with necessary access to its systems and facilities in order to implement and maintain the Services.

6.0 Subscription Services.

6.1 Authorized User. Customer shall appoint Authorized Users to use the Subscription Services. Customer shall insure that each Authorized User agrees to the Terms of Use attached hereto as **Exhibit A**. Customer shall remain liable for its Authorized Users' compliance with this Agreement, including **Exhibit A**.

6.2 Privileged Numbers. The Subscription Services allow certain communications to be designated as not to be processed by the Subscription Services. For example, a telephone number can be designated as belonging to a caller's attorney and thus subject to privilege and not to be processed. It is Customer's responsibility to designate such communications as not to be processed by the Subscription Services using the method provided by LeoTech in the Documentation. LEOTECH IS NOT RESPONSIBLE FOR FAILURE TO DESIGNATE A COMMUNICATION AS NOT TO BE PROCESSED.

6.3 Technical Support. LeoTech will provide technical support and workarounds so that Subscription Services operate in material conformance of specifications. Customer acknowledges and agrees that LeoTech is not responsible for Downtime caused by (a) Internet failures or delays involving hardware or software not within LeoTech's possession or reasonable control and (b) the Authorized Inmate Communications Provider. To the extent such Downtime is a result of technical issues relating to the Authorized Inmate Communications Provider, Customer agrees to assist LeoTech in coordinating with Authorized Inmate Communications Provider and remedying such issues.

7.0 Confidential Information.

7.1 Confidentiality Obligation. Confidential Information of a Party ("**Disclosing Party**") will be held in confidence by the other Party ("**Recipient**") and, except as otherwise provided herein or with the Disclosing Party's prior written consent or as required by law, will not be disclosed to any third party other than Recipient's employees, contractors or representatives who have a need to know for the Purpose and who are bound by obligations of confidentiality at least as protective of the Disclosing Party's Confidential Information as those herein ("**Representatives**").

7.2 Restrictions on Use of Confidential Information. The Recipient will: (a) not use the Confidential Information for any purpose other than in the performance and fulfillment of the Recipient's obligations or in the exercise of the Recipient's rights under this Agreement ("**Purpose**"); (b) take all reasonable and necessary steps to require its employees, principals, officers, agents, contractors, representatives, affiliates, and any and all other persons or entities who have access to Confidential Information through Recipient, comply with the Recipient's obligations pursuant to this Section; (c) disclose any of the Disclosing Party's Confidential Information in response to a valid court order or other legal process, including a ruling of the Texas Attorney General under the Texas Public Information Act, only to the extent required by that order or process and only after the Recipient has given the Disclosing Party written notice, if

permitted, promptly after receipt thereof and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information (with the reasonable assistance of Recipient, and at Disclosing Party's expense, if the Disclosing Party so requests); and (d) return all the Disclosing Party's Confidential Information to the Disclosing Party or destroy the same, at the Disclosing Party's request, by no later than thirty (30) calendar days after such request or when Recipient no longer needs Confidential Information for its authorized purposes.

- 7.3 Exceptions.** The foregoing obligations apply to all Confidential Information of the Disclosing Party, unless and until such time as the Recipient can demonstrate with competent evidence that: (a) such Confidential Information is or became generally available to the public, through lawful means and through no fault of the Recipient and without breach of this Agreement; (b) such Confidential Information is or was already rightfully in the possession of the Recipient without restriction and prior to any disclosure by the Disclosing Party; (c) such Confidential Information is or has been lawfully disclosed to the Recipient by a third party without an obligation of confidentiality upon the Recipient; or (d) the Recipient can prove that such Confidential Information was developed independently by the Recipient without access to, use of or reference to the Confidential Information disclosed by the Disclosing Party.

8.0 Warranties.

- 8.1 Representations and Warranties.** The Parties represent and warrant that entering into and fully performing their obligations under this Agreement does not and will not violate any agreement or obligation existing between the Party and any third party. Each Party represents and warrants that it will comply with applicable law.

8.1.1 By LeoTech. LeoTech represents and warrants that: (a) the Services will be provided free and clear of any and all third party liens, assignments, security interests or encumbrances of any kind; (b) the Services will be performed in a professional and workmanlike manner; and (c) LeoTech has taken reasonable steps to ensure the Services do not contain any destructive or harmful software code or other technology designed to disrupt, damage or interfere with any Customer equipment or systems.

8.1.2 By Customer. Customer represents and warrants that Customer will: (a) direct and require Authorized Inmate Communications Provider to provide access to the Customer's systems and data as necessary for this Agreement, including providing an API as required by the Data Facilitation Agreement; (b) comply with all Documentation to the extent reasonably practicable and necessary to facilitate the Services; and (c) it will promptly provide all reasonable assistance necessary to facilitate the Services.

- 8.2 Disclaimer.** EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES CONCERNING NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LEOTECH DOES NOT REPRESENT THAT THE SERVICES WILL BE ACCURATE, ERROR-FREE, AVAILABLE, OR FIT FOR A PARTICULAR PURPOSE. THE SUBSCRIPTION SERVICE IS NOT A REPLACEMENT FOR HUMAN INTERVENTION OR MONITORING OF COMMUNICATIONS.

CUSTOMER UNDERSTANDS THAT THE SERVICES INHERENTLY DEAL WITH CONTENT THAT MAY BE TIME-SENSITIVE, CRIMINAL, OR POTENTIALLY DANGEROUS. LEOTECH IS NOT LIABLE FOR ANY FAILURE OF THE SERVICES TO AID IN PROTECTING LIFE OR PROPERTY OR OTHERWISE PREVENTING CRIMINAL

ACTIVITY.

9.0 Personnel.

9.1 Relationship and Responsibility. This Agreement is not intended to create a partnership, franchise, joint venture, agency or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

9.2 Personnel Training and Qualification. LeoTech will provide reasonable and customary supervision and training for its Personnel to assure competent performance of the Services and delivery of any deliverables.

9.3 Support Personnel. LeoTech shall provide support staff to agency per **Exhibit B**.

10.0 Data.

10.1 Ownership. All Data are owned by Customer. Customer hereby grants LeoTech a limited, non-transferable, paid-up, revocable license to use the Data as necessary to perform the Services, including processing by the Subscription Services and other obligations under this Agreement.

10.2 Data Security. LeoTech will maintain, implement, and enforce reasonable and appropriate technical, administrative, and physical data security procedures intended to minimize the risk of unauthorized access to or exposure of the Data.

10.3 Data Privacy. Customer is the owner and controller of the Data as defined by applicable law. LeoTech is a service provider that processes Data made available to it pursuant to the terms of this Agreement. LeoTech shall use, retain, and disclose the Data solely to the extent necessary to provide the Services, including the improvement of LeoTech's Services.

11.0 Export Control. The Parties acknowledge and agree that the Services may be subject to regulation by agencies of the U.S. Government, including the Department of State and Department of Commerce, and any foreign government or regulatory body, which prohibits export or diversion of certain technical products, data or services ("**Controlled Technologies**") to certain individuals or countries. This prohibition includes providing or giving access to such Controlled Technologies, including such items that have been identified by the U.S. Export Administration Regulations ("**EAR**") and the International Traffic in Arms Regulations ("**ITAR**"). The Parties acknowledge that providing Controlled Technologies to certain foreign nationals located in the United States may be deemed by the U.S. Government as equivalent to exporting such Controlled Technology to a foreign country, including embargoed or restricted countries ("**Prohibited Foreign Nationals**"). The Parties will comply in all respects with all export and re-export restrictions applicable to the Deliverables and Services. Customer will not, directly or indirectly, export or direct the Services or any information provided by LeoTech to any embargoed or restricted country identified in the U.S. export laws. Customer will ensure that its Personnel are not included on any United States export exclusion lists and are not prohibited foreign nationals. Customer will promptly notify LeoTech if it learns of any possible violations of export laws related in any way to this Agreement.

12.0 General.

12.1 Notices. Any notice required under this Agreement must be in writing and sent to each Party's representatives at addresses identified in the preamble. Notices will be delivered in person or by

means evidenced by a delivery receipt or acknowledgment (certified or registered mail (postage prepaid and return receipt requested), or via overnight courier). Notices will be effective upon receipt. Notices to LeoTech should be sent Attn: Scott Kernan with an email copy to scott.kernan@leotechnologies.com.

- 12.2 Injunctive Relief.** Customer acknowledges that misuse or unauthorized disclosure of any LeoTech Confidential Information or Intellectual Property (or violation of other proprietary rights of LeoTech) by Customer may give rise to irreparable injury to LeoTech that is inadequately compensable in damages. Accordingly, LeoTech may seek and obtain injunctive relief against the breach or threatened breach of this Agreement without providing a bond, in addition to any other legal remedies that may be available. Customer acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests of LeoTech, its subsidiaries and/or affiliated companies, and are reasonable in scope and content.
- 12.3 Governing Law, Jury Trial Waiver.** All disputes arising out of or related to this Agreement will be governed by the laws of the State of Texas and controlling U.S. federal law without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. No choice of law rules of any jurisdiction will apply. All disputes arising out of or related to the terms of this Agreement will be brought in a court of appropriate subject matter jurisdiction located in Tarrant County, Texas and each party hereby irrevocably waives all objections to jurisdiction and venue in such courts.
- 12.4 Waiver.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. To be enforceable, a waiver must be in writing and signed by an authorized representative of the waiving Party.
- 12.5 Interpretation.** This Agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealings between the Parties not expressly made a part of this Agreement.
- 12.6 Survivability.** The following sections will survive the expiration or termination of this Agreement for any reason: 1-4, 7-10, 12.
- 12.7 Order of Precedence.** In the event of a conflict among the documents composing this Agreement, the order of precedence and control will be: (a) this Agreement, then (b) the Order.
- 12.8 Sole Employer.** LeoTech acknowledges and agrees it is the sole employer of the personnel it employs in connection with this Agreement and retains sole control over wages, benefits, scheduling, hours, and other terms and conditions of employment of personnel.

Execution of Agreement. This agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this agreement as to the parties and may be used in lieu of the original agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

Compliance with Laws. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and

non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

LEO Technologies acknowledges that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission as required by law, and that the attached signed copy attached hereto is a full and true copy of said filed form.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

*****Signatures on the Following Page*****

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement as set forth below as of the Effective Date.

LEO Technologies, LLC

By: 

Name (printed) Scott Kernan

Title: Chief Executive Officer

Date: 04/09/2025

Tarrant County Sheriff's Office

By: 

Name (printed) Bill E Weyboeck

Title: Sheriff

Date: 4-9-25

EXHIBIT A

Authorized User Terms of Use

Customer and Authorized User's access to and use of the Subscription Services is subject to the terms of use of the terms below and as set forth elsewhere in the Agreement.

Obligations. Customer shall:

1. identify for LeoTech the names of all Authorized Users so that LeoTech can establish individual user accounts and account login credentials for each Authorized User;
2. require Authorized Users to maintain the confidentiality of their account login credentials, and not allow Authorized Users to share their account login credentials with any other individual; and
3. comply and ensure that its personnel comply with any and all applicable laws of any and all applicable jurisdictions.

Prohibitions. Customer shall not:

1. access or attempt to access (or permit or assist another in doing so) the Subscription Services or components thereof by any means other than through an authorized access point;
2. sell, license, sublicense, rent, lease, encumber, lend, distribute, transfer, or otherwise provide access to the Subscription Services (including Documentation) in any form to any third party other than its Authorized Users;
3. disassemble, decompile, port, reverse compile, reverse engineer, translate, or otherwise attempt to separate any of the components of the Subscription Services or reconstruct the Services or components thereof, or attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know-how, or ideas embodied by, underlying, or contained in the Services;
4. alter, modify or create derivative works of the Services (including Documentation) or components thereof in any way, including without limitation customization, translation or localization;
5. "mirror" or "frame" any part of the Subscription Services, or create internet links to the Subscription Services which include log-in information, usernames, passwords, and/or secure cookies;
6. disseminate on or via the Services any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
7. build a competitive product or service to the Services, or build a product or service using similar ideas, features, functions, or graphics as the Services or determine whether the Services are within the scope of any patent;
8. use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on the Services or to collect any information from the Services, provided that this provision will not prohibit Customer from exercising its rights in the data using non-automated means or means pre-approved by LeoTech in writing;
9. violate, or attempt to violate, the security of the Services; or

10. permit or facilitate any other person or entity from taking any actions which Customer is prohibited from taking pursuant to this Agreement.

EXHIBIT B

Support Personnel

The following LeoTech Personnel will be assigned to the Customer's account, during the life of the contract, and immediately available to agency staff to assist in departmental priorities.

One (1) Verus Specialist

- Verus Specialist
 - Monitors the agencies calls based upon priorities identified by Points of Contact.
 - Creates Law Enforcement Assistance (LEA's) reports based upon calls identified with evidentiary value to the agency.
 - Monitors calls based upon emergency situations: escape, violence, staff threats, etc.
 - Available for agency monitoring of calls 5 days a week.

Contingent upon the availability of legislative funding at a later date, LeoTech will allocate a Verus Regional Account Manager to oversee the vetting and creation of new accounts and provide technical assistance for the platform.

One (1) Regional Account Manager

- Account Manager
 - Create new end user accounts if needed.
 - Provide daily Law Enforcement Assistance (LEAs) reports regarding incidents, issues, and criminal trends that affect both the established account\agency and surrounding counties/regions.
 - Provide training to new and established end users by demonstrating features and/or updates to the Verus system.
 - Discuss trends with assigned account point of contact(s).
 - Discuss agency's priorities needs and concerns.
 - Ensure the Verus system is operational and make notifications to LeoTech Information Technology and client when down.
 - Conduct "end-user" training of all authorized law enforcement personnel that are approved by Customer to use Verus.
 - Assign additional LeoTech personnel to assist in utilization of Verus on agency priorities.
 - In the event of an exigent circumstance, LeoTech is available to agency 7 days a week/24 hours per day.

SIGNED AND EXECUTED this _____ day of _____, 2025.

COUNTY OF TARRANT
STATE OF TEXAS

By: Separate Electronic Signature Page
Tim O'Hare
County Judge

APPROVED AS TO FORM:

4-9-25

St. L. K. Stulman
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Auditor Date: _____