

**COUNTY OF RACINE  
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Q. A. Shakoor, II, Chairman  
Supervisor Robert N. Miller, Vice Chairman  
Supervisor Thomas H. Pringle, Secretary  
Supervisor Janet Bernberg  
Supervisor Brett Nielsen

Supervisor Donnie E. Snow  
Supervisor John A. Wisch  
David Scholzen, Youth in Governance Representative  
Achintya Krishnan, Youth in Governance  
Representative

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\*\*\* THIS LOCATION IS HANDICAP ACCESSIBLE. If you have other special needs, please contact the Racine County Board Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (262) 636-3571, fax (262) 636-3491 or the TTD/RELAY 1-800-947-3529. \*\*\*

NOTICE OF MEETING OF THE  
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **Wednesday March 1, 2017**

TIME: **5:00 pm**

PLACE: **IVES GROVE OFFICE COMPLEX  
AUDITORIUM  
14200 WASHINGTON AVENUE  
STURTEVANT, WISCONSIN 53177**

**AGENDA** –

1. Convene Meeting
2. Chairman Comments – Youth In Governance/Comments
3. Public Comments
4. Approval of Minutes from the February 15, 2017 committee meeting.
5. Finance Department – Alexandra Tillmann – Racine County 2016 4<sup>th</sup> Quarter Investment Report (Staff from DANA will be available to discuss the materials) – 2016 – Report.
6. Finance Department – Alexandra Tillman – Introduction of Duane McKinney – Purchasing Coordinator.
7. Sheriff's Office – Sheriff Christopher Schmaling – Contract with Aramark Correctional Services LLC for 3 years with 2 – 1 year extensions to provide food service (Excluding vending machine operation) for the Racine County Jail, Racine County Juvenile Detention and Racine County S.A.I.L Program – Term of Contract January 1, 2017 – December 31, 2019 – 2017 – Resolution – 1<sup>st</sup> Reading at the March 14, 2017 County Board Meeting.
8. Sheriff's Office – Sheriff Christopher Schmaling – Contract with Securus Technologies Inc for 5 years to provide Inmate Telephone, Inmate Video Visitation System, Electronic Monitoring for Day Reporting Center for the Racine County Jail and Juvenile Phone System for the Detention Center – 2017 – Resolution – 1<sup>st</sup> Reading at the March 14, 2017 County Board Meeting.

9. Finance Department & Human Resources Department – Alexandra Tillmann & Karen Galbraith – Contract with Healthstat Inc for 3 years with the option to renew for an additional 1 year or 3-year term to provide an employee health clinic for Racine County, City of Racine and Racine Unified School District and authorizing the intergovernmental agreement between the parties– 2017 – Resolution – 1<sup>st</sup> Reading at the March 14, 2017 County Board Meeting. (Materials will be provided when available)

10. Communication Referrals from County Board Meeting:

- a) Tejas Bhakta, Subrogation Department for American Family Insurance has filed a claim against Racine County Public Works in the amount of \$10,444.34 for property damage.
- b) Attorney Jennifer M. Scott on behalf of U.S. Bank National Association has filed a notice of dropping parties unknown tenants/owners 2 and unknown tenants/owners 3 as parties in a claim.
- c) Attorney Jason D. Hermersmann on behalf of Geraldine Logan has filed a claim and cross-claim of involuntary plaintiff artisan & truckers Casualty Company
- d) Foreclosure items:

Attorney	Lending Company	Person/Persons	Amt. owed Racine CO
William N. Foshag	US Bank Trust	Brian E. Walton & Peggy A. James	\$437.65
Ian J. Thomson	Nationwide Advantage Mortgage Company	Sherrie L Beadles	\$50.38

e) Bankruptcy items:

Type of Action:	Person/Persons
Order of Discharge	Andrea M. Durlan; Andrew S & Lisa L Kirchmeier; Arthur Jackson Jr.; Eilseo A. & Alma G. Duran; James & Dolores Piasecki; Jeremy Paul & Amanda Ann Westplate; Josie Marie Benson; MeLisa Monique Johnson; Robert Michael McDonald;
Notice of Chapter 13 Bankruptcy Case	Christopher Marc Ambrose; Keith M & Tracy L Sexton; Scott Edwar & Lisa R Madison; Shannon Elizabeth Street;
Notice & Motion to Dismiss – Confirmed Plan	Jeffrey Lewis & Jamie Nora Mattek; Kendall J & Lisa L Sneide; Steve A. & Tami M. Christensen;
Notice of Chapter 7 Bankruptcy Case – No Proof of Claim Deadline	Brittany Ivy Talley; Jerome William & Donna Maries Carre Kanenberg; Kristina Ingersoll; Shane J. Perfetto; Tresa Sue Strohkirch
Order Dismissing Case	Angela Reiner;
Order Approving stipulation by and between the parties allowing withdrawal of trustee’s motion to dismiss	Kenny & Debra L Williams;
Order Continuing Automatic Stay	Sean Rogers;
Notice of Hearing	Dustin Vasey;

11. Staff Report – No Action Items.

12. Adjournment

# FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

**Requestor/Originator** Finance

**Committee/Individual Sponsoring:** Finance & Human Resources Committee

**Date of Committee Meeting:** 3/1/2017

**Signature of Committee Chairperson  
/Designee:** \_\_\_\_\_

**Description:** Minutes from February 15, 2017 Finance & Human Resources Committee

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**Motion:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Action:** **County Board Supervisors.**

Approve

Deny

**Youth In Governance**

Approve

Deny

**FINANCE AND HUMAN RESOURCES COMMITTEE MEETING**  
**February 15, 2017**

IVES GROVE OFFICE COMPLEX  
AUDITORIUM  
14200 WASHINGTON AVENUE  
STURTEVANT, WISCONSIN 53177

Meeting attended by: Vice Chairman Miller, Supervisors Bernberg, Nielsen and Pringle, County Executive Jonathan Delagrave, Chief of Staff MT Boyle, Finance & Budget Manager Kris Tapp, PWDS Director Julie Anderson, Asst. Corporation Counsel John Serketich and Carolyn Engel from Racine County Economic Development Corporation.

Excused: Chairman Shakoor, Supervisor Snow and Youth Representatives Achintya Krishnan and David Scholzen.

**Agenda Item #1 - Convene Meeting**

Meeting Called to Order at 5:00 pm by Vice Chairman Miller.

**Agenda Item #2 – Vice Chairman Miller – Youth In Governance/Comments**

Vice Chairman Miller did not read the Youth In Governance statement as no youth were present..

**Agenda Item #3 – Public Comments**

None.

**Agenda Item #4 – Approval of Minutes from the February 1, 2017 Meeting.**

**Action:** Approve the minutes from the February 1, 2017 meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays.

**Agenda Item #5 – RCEDC – Janell Topczewski – Joint Resolution with Economic Development and Land Use Committee approving the semi-annual Racine County revolving Loan Fund (RLF) Plan certification for the period ending September 30, 2016, and authorizing submission of said plan to the United States Department of Commerce’s Economic Development Administration - 2017- Resolution- 1<sup>st</sup> Reading at the February 28, 2017 County Board Meeting.**

**Action:** Motion to authorize a Joint Resolution with Economic Development and Land Use Committee approving the semi-annual Racine County Revolving Loan Fund (RLF) Plan certification for the period ending September 30, 2016, and authorizing submission of said plan to the United States Department of Commerce’s Economic Development Administration. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays.

**Agenda Item #6 – Closed Session.**

**Action:** Motion to go into closed session pursuant to section at 5:11 pm. 19.85(1)(c), WI Stats, to speak with Legal Counsel about claim against Racine County 1) Geraldine Logan. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. A Roll Call Vote was taken of the members present: All Ayes, No Nays.

## **Agenda Item #7 – Regular Session**

**Action:** To reconvene into regular session at 5:22 p.m. **Motion passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes, No Nays.

## **Agenda Item #8 – Transfers**

### **8a). Finance Department – Kris Tapp – Resolution to Correct Resolution 2016-127 fiscal note too much revenue transferred - 2017- Resolution- 1<sup>st</sup> Reading at the February 28, 2017 County Board Meeting.**

**Action:** Motion to correct resolution 2016-127 fiscal note for too much revenue transferred – 2017 – Resolution – 1<sup>st</sup> Reading at the February 28, 2017 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays.

### **8b). Health Services – Michelle Goggins – Transfer of \$9,025 from the Non-Allocated Revenue 2017 Budget to the Health Services 2017 budget for the sale of a meal on wheels’ pickup truck - 2017- Resolution- 1<sup>st</sup> Reading at the February 28, 2017 County Board Meeting.**

**Action:** Motion to approve the transfer of \$9,025 from the Non-Allocated Revenue 2017 Budget to the Health Services 2017 budget for the sale of a meal on wheel’s pickup truck – 2017 – Resolution – 1<sup>st</sup> Reading at the February 28, 2017 County Board Meeting. **Motion Passed.** Moved: Supervisor Wisch. Seconded: Supervisor Pringle. Vote: All Ayes No Nays.

County Executive Delagrave offered to bring back to the Committee information about other vendors for the meals on wheels program.

## **Agenda Item #9 – Staff Report – No Action Items**

- a. February 2017 – January 2018 Calendar Finance & Human Resources Committee Meetings – The Committee selected the following dates/statements for those days that were in question on the calendar.
  - i. April 19 & April 26 – Dates on the calendar that needed a decision made. The Committee chose April 26<sup>th</sup> for the second meeting in April.
  - ii. July 5 – Date on the calendar that needed a decision made. There will not be a meeting on July 5<sup>th</sup> and there will only be a meeting on July 11<sup>th</sup> before the County Board Meeting if necessary and no item coming out of the Committee will go directly to the County Board.
- b. Supervisor Wisch requested information from Karen Galbraith about vacation time in the private sector in reference to the item passed at the last meeting.

## **Agenda Item #10 – Adjournment**

**Action:** Adjourn the meeting at 5:36 pm. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2017</u>	<input type="checkbox"/>	Resolution Request
	<input type="checkbox"/>	Ordinance Request
	<input checked="" type="checkbox"/>	Report Request

Requestor/Originator: Finance Dept - Alexandra Tillman

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 3/1/2017 Date of County Board Meeting to be Introduced: \_\_\_\_\_

1st Reading:  1st & 2nd Reading:  \*

\* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Racine County 2016 4th Quarter Investment Report

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

Any request which requires the expenditure or transfer of funds must be accompanied by the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

**The Committee believes that this action furthers the following goals:**

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2017</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Sheriffs Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 3/1/2017 Date of County Board Meeting to be Introduced: 3/14/2017

1st Reading:  1st & 2nd Reading:  \*

\* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Contract with Aramark Correctional Services LLC for 3 years with 2 - 1 year extensions to provide food service  
(Excluding vending machine operation) for the Racine County Jail, Racine County Juvenile Detention and Racine  
County S.A.I.L. Program - Term of Contract January 1, 2017 - December 31, 2019

**SUBJECT MATTER:**

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## RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237  
(262) 886-2300 FAX (262) 637-5279  
Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

February 23, 2017

To: Q.A. Shakoor, II  
Chairman, Finance & Human Resources Committee

From: Sheriff Christopher Schmaling

Ref: Racine County Jail Kitchen Operation

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The Sheriff's Office is requesting a resolution authorizing the County to enter into a contract with ARAMARK Correctional Services, to operate the jail kitchen. That operation would include feeding the Jail's inmates, Juvenile Detention's detainees, and the Racine County Mental Health Assessment Center/S.A.I.L. program's clients.

A RFP was put out for the kitchen operation and 3 bids were received. After evaluating the bids, we have determined that ARAMARK Correctional Services had the most resources to handle our jail kitchen operation and had the best cost savings for the County.

Some of the items that ARAMARK included in their bid:

- Aramark will provide two hot meals and one cold meal per day.
- Aramark will provide the menu design and support by a staff of Registered Dietitians.
- Aramark will provide special medical meals, holiday meals and some religious meals are included at the same rate.
- Aramark will provide all administrative and operational functions in the jail kitchen.
- Aramark will provide office supplies, postage and freight associated with the kitchen operation, long distance telephone, fax, modem, and computer/software to manage the production, accounts payable, accounts receivable, and payroll.
- Aramark will do the recruiting, hiring, and training of all kitchen civilian staff. These employees will all be on ARAMARK's payroll.
- Aramark will provide uniforms for their employees.
- The County would be eligible to be reimbursed for the National School Lunch Program.
- Aramark' rate that they charge for an inmate's meal has been dialed back. 2017 rates will fall between the 2014 and 2015 rates.
- Aramark will continue to offer the Fresh Favorites Incentive program, which the County will receive a 38% commission.

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- Aramark will provide a financial commitment to the County in an amount of \$150,000 to replace aging kitchen equipment.
- By not changing vendors, there will be no interruption in service.

Aramark has been operating the Jail's Kitchen for the last 5 years and providing the Jail's Commissary for about the last year. The Sheriff's Office has found Aramark to be dependable and reliable.

As a Department of Corrections requirement, the Jail Kitchen has been inspected by a third-party auditor the last three years and passed. And the jail has passed all the state inspections with no violations during the current Aramark contract.

The Sheriff's Office is requesting a resolution to enter into a five (5) year contract with ARAMARK Correctional Services.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me. I can also address any questions you may have at the Finance & Human Resources Committee meeting.

Christopher Schmaling  
Sheriff, Racine County

By: Captain Douglas M. Wearing

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**REQUEST FOR COUNTY BOARD ACTION**

YEAR <u>2017</u>	X   	Resolution Request Ordinance Request Report Request
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**Requestor/Originator:**     Sheriffs Office - Sheriff Christopher Schmaling

**Committee/Individual Sponsoring:**     Finance & Human Resources Committee

**Date Considered by Committee:**     3/1/2017                      **Date of County Board Meeting to be Introduced:**     3/14/2017

**1st Reading:**                           **1st & 2nd Reading:**      \*

**\* Include a paragraph in the memo regarding why 1st & 2nd reading is required.**

**Signature of Committee Chairperson/Designee:**     \_\_\_\_\_

**TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Contract with Aramark Correctional Services LLC for 3 years with 2 - 1 year extensions to provide food service  
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**The Committee believes that this action furthers the following goals:**

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.

**OPERATING AGREEMENT - FOOD SERVICE**

This **OPERATING AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 2017 by and between the **County of Racine**, with offices at 730 Wisconsin Ave, Racine, Wisconsin 53403 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having a place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

**WITNESSETH:**

1. **GRANT:** The County hereby grants to ARAMARK the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff, and visitors at the Racine County Jail located at 717 Wisconsin Ave, Racine Wisconsin 53403, the Racine County Juvenile Detention Facilities located at 1717 Taylor Ave, Racine WI 53403, and the Racine County S.A.I.L. Program located at 1717 Taylor Ave, Racine WI 53403 (the "Facilities"). ARAMARK hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff, and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association.
- B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.
- C. The State of Wisconsin which includes the Department of Corrections.
- D. The National School Lunch Program.

2. **OPERATIONAL RESPONSIBILITIES:**

A. **Facilities And Equipment:** The County shall, at its expense, provide ARAMARK with adequate preparation kitchen, office and storage facilities at the Facilities, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including local telephone service) as may be reasonably required for the efficient performance of the Agreement. The County shall supply all utilities relating to the operation of the food service area. ARAMARK will direct efforts at conserving utilities whenever possible. ARAMARK shall be responsible for the cost of long distance telephone service.

The County shall furnish building maintenance services for the Facilities and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. Any item needing repair must be approved by Jail Administrator or designee first. The County shall furnish and maintain an adequate inventory of service ware, thermal tray and

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tray delivery equipment, pots, and pans at the Facilities. ARAMARK will be responsible for providing plastic sporks/spoons and plastic drinking cups. ARAMARK agrees to buy any small ware item that is less than \$100.00.

A joint inventory list will be taken by the County and ARAMARK prior to the Effective Date (as defined below) of all County-owned kitchen equipment (pictures and conditions will be noted). Yearly joint inventory will be done after that. ARAMARK agrees to return all such equipment to the County at the conclusion of the contract in approximately the same condition stated on the inventory with fair wear and tear being expected.

ARAMARK shall take all reasonable measures necessary to assure the County that its equipment is being properly used and maintained. ARAMARK shall only be responsible for repair of damaged equipment due to negligence of their employees. The County shall replace equipment, which in the opinion of the County has exceeded its useful life after consultation with ARAMARK. All replacement equipment shall be the property of the County.

ARAMARK agrees to utilize and make available when requested all food temperature records that are recorded at each meal for each menu item. ARAMARK agrees to keep all cooler and freezer temp logs and to produce them when asked. ARAMARK agrees to check and log all water temperature daily. ARAMARK agrees to produce the logs upon request.

ARAMARK will provide all office equipment (i.e. computers, FAX, etc.) required for the food service's operation. The County will supply one telephone and two desktop computers with internet access. ARAMARK will provide a 24/7 contact number. ARAMARK shall provide all kitchen related office supplies. ARAMARK will supply all postage and freight associated with this project. ARAMARK will provide computers and software to manage the production, accounts payable, accounts receivable, and payroll. ARAMARK agrees to provide internet service for all ARAMARK computers/devices that need internet service.

ARAMARK agrees to make a financial commitment to the County in an amount up to \$150,000 ("Financial Commitment"). The County agrees to invest the Financial Commitment in the Facilities' upgrades, specifically the purchase and installation of the kitchen equipment at the Facilities, unless otherwise mutually agreed by the parties. In the event any equipment is purchased by ARAMARK on County's behalf, such equipment shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment upon such resale. County acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two

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percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to ARAMARK.

**B. Emergency Plan:** ARAMARK shall submit a contingency emergency plan to provide for meal service in the event of a Force Majeure (hereinafter defined) within 60 days after the Effective Date. In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's menu cycle and service methods. However, ARAMARK shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County, but must be agreed upon. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, act of terrorism, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

The County does not guarantee an uninterrupted supply of water, sewer, electricity, gas, air conditioning, or heat. Nor does the County guarantee uninterrupted service in providing said utilities, except that it shall be diligent in restoring service following any interruptions. In the event of such interruptions, neither party shall be liable to the other for any interruptions in the food service.

**C. Meal Delivery:** Facilities personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to ARAMARK at the County kitchen, in a timely manner.

**D. Food Products And Cleaning Supplies:** ARAMARK shall purchase and pay for all food products, kitchen cleaning supplies, dishwashing chemicals, and janitorial supplies. Products purchased for use in the food service operation shall be the property of ARAMARK. ARAMARK shall provide dish towels, washcloths, cleaning cloths, etc. which can be cleaned using the jail's laundry room if ARAMARK wants. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense. ARAMARK agrees to purchase any small ware item that is less than \$100.00.

ARAMARK shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by ARAMARK's registered dietitians to ensure that the food products meet inmate

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acceptability and nutritional standards. ARAMARK must have their menu approved by a licensed dietician yearly. A copy of the approval must be provided to Jail Admin upon request.

Deliveries must be made to the lower level before inmate workers can help. ARAMARK shall be responsible to ensure the correct merchandise is ordered, received, and not expired. Jail Admin must approve all delivery times and schedules.

**E. Portion Size Requirements:** All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

**F. Menu:** The menu served at the Facilities may be modified in any way by mutual agreement of the parties. A copy of all menus shall be provided to the Jail Admin in advance. Recipes shall be made available upon request of the jail administration for audit or inspection. Meals will be of a caloric content not less than 2,800 calories per day (excluding beverage). Each meal will include a beverage. Juveniles must be offered milk at every meal. Holiday menus and special diets shall be provided at contract rates. Menus shall be pork free. Juvenile meals must meet the requirement for reimbursement by the National School Lunch Program, the County will collect the reimbursement. ARAMARK shall supply all needed information, which is within ARAMARK's control and reasonably requested by the County, so the County can be reimbursed for the National School Lunch Program.

ARAMARK shall serve at least 2 hot meals of the 3 meals per day. ARAMARK shall provide food service 365 days a year, 3 meals per day at regular meal times during each 24 hour period, with no more than 14 hours between the evening meal and breakfast. All meals will be transported and served at appropriate temperatures (140 hot and 45 cold) and in a manner that makes them palatable and visibly pleasing. If indicated on the approved, agreed upon menu, meals shall include appropriate condiments (dressing, salt, pepper, sugar, catsup, mustard, mayo, etc.). Racine County Mental Health Assessment Center/SAIL meals are the same as juvenile meals.

One full meal from each meal must be refrigerated by ARAMARK for testing in the event an outbreak of illnesses occurs. ARAMARK agrees to meet the food quality standards of the Hazard Analysis Critical Control Points (HACCAP). The tray must be tested at ARAMARK's expense if food-borne illness is suspected. The County shall not be billed for the meals frozen for food testing; this shall be considered a safety precaution for ARAMARK.

**G. Sanitation:** ARAMARK shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. Jail Administration personnel will

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perform monthly inspections to insure ARAMARK's compliance. ARAMARK will be responsible for routine sanitation, cleanliness, and general housekeeping of all food service preparation, service, and storage areas and will, on a continuing basis maintain standards of sanitation required by state or local regulations, including but not limited to the State Jail Inspector and County Health Department. ARAMARK shall assume all responsibility for correcting any deficiencies found as a result of health and sanitation inspections in a timely manner.

The County shall provide janitorial services outside the kitchen facilities provided to ARAMARK. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area. County property destroyed or thrown away by ARAMARK's employees shall be the responsibility of ARAMARK and must be replaced at no expense to the County.

**H. Personnel:** ARAMARK shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facilities kitchen. The number of inmates required shall be determined by the County liaison and ARAMARK's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. Inmate workers can be used except during lock down or other emergencies. No specific amount of inmate workers can be guaranteed by the County; however, the County will provide as many as possible to complete the tasks when they are available. ARAMARK utilizes inmate workers at its own risk. Any assistance provided by any inmate worker will be strictly voluntary. The County will provide security and assignment of appropriate inmates, but not supervision of daily tasks. Jail Administration or designee has the final decision on the inmate worker schedule.

The Jail Administration or designee shall select the inmates to work with the food service. ARAMARK shall have the right to request the jail administration to remove inmate worker(s) from the food service assignment. Jail Administration or designee will have last say to determine if an inmate worker is pulled out of the food service position. Inmate workers cannot supervise nor have authority over other inmates. ARAMARK shall provide all necessary training in the food service delivery (focusing on proper hand washing) for inmate labor.

No signs, pictures, bulletins, advertisements, or notices of any kind will be painted, inscribed or affixed to any part of the premises or any part of the building unless prior written approval by the Jail Administration.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures,



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methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter. For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facilities, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If ARAMARK incurs any costs, including legal fees, retroactive wages and damages, as a result of any personnel action taken by the County or by ARAMARK at the direction of the County, which ARAMARK would not have taken but for the County's direction, the County shall reimburse ARAMARK for such costs. All ARAMARK staffing shall be subject to a Sheriff's Office background check before entry to the jail. A security clearance will be required for everyone who will need to gain access into the Jail.

ARAMARK's employees will be responsible for the security and control of their County issued keys and work tools. All tools such as knives, peelers, etc. will be kept in a lockable area when not in use. Recordable inventory control shall be maintained of all such items. ARAMARK shall account for all tableware, utensils, (potential weapons) after each meal and store in a secure place. Any loss or unaccountable disappearance shall be reported to the Jail Administration immediately upon discovery.

ARAMARK's employees will be required to attend security orientation presented by the Jail Administration staff and agree to follow established security procedures. In the event of an emergency situation, ARAMARK's staff will take direction from the correctional staff. ARAMARK's personnel shall comply with current and future federal, state, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the Racine County Sheriff's Office.

ARAMARK agrees to require TB testing to the extent permitted by state, federal and local law, including but not limited to the Americans with Disabilities Act. The results of said TB testing, limited to "pass" or "fail" notification, will be provided upon request. ARAMARK employees shall submit to random drug test (paid by ARAMARK) through their employment. Reports of tests must be submitted yearly to the Jail Admin. All employees of ARAMARK shall be provided with a photo ID by the Jail Administration and worn at all times. All ARAMARK's employees will be appropriately dressed and present a neat, professional appearance, including appropriate hair grooming and hygiene. ARAMARK shall provide all necessary training in the

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fire control, security, food service delivery and management of their paid staff. All ARAMARK's employees will be trained on the operation of correctional food service program by ARAMARK prior to the assignment of said employee to said facilities. ARAMARK is responsible to take sick calls from their employees and adjust their staff accordingly.

**I. Equal Employment Opportunity:** ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

**J. Insurance:** ARAMARK shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence. ARAMARK may satisfy these requirements through a combination of primary and excess coverage.

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

**K. Hazardous Substances; Pre-Existing Conditions.** ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at the Facilities or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised the County that it does not provide or assume any responsibility to monitor or

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remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any ARAMARK employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facilities before the commencement date of this Agreement ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. The County shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facilities or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facilities, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of ARAMARK, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

**L. Damages:** ARAMARK's liability hereunder shall not under any circumstances exceed the greater of (a) two (2) percent of the net revenue received by ARAMARK pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

**M. Compliance With Laws:** Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

**N. License, Fees, Permits, And Taxes:** ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to ARAMARK upon request. The County further agrees to notify ARAMARK promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by ARAMARK under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by ARAMARK, shall be invoiced by ARAMARK and shall be

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reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

**3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:**

**A. Meal Service and Prices:** ARAMARK shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. ARAMARK will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify ARAMARK of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely (about a half hour), ARAMARK shall prepare and will be paid for the same number of meals as prepared for the previous day.

**B. Price Adjustments:** The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date (as defined below) and ending on December 31, 2017. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor; and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be November of the immediately preceding year to November of the then-current year (the "Base Period"). Such increases shall not be lower than 1% per year and shall not exceed 3% per year.

As set forth on the sample client statement attached as Attachment B, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics

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("BLS") category compiled by the U.S. Department of Labor and published at [www.bls.gov](http://www.bls.gov) for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, ARAMARK shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment B for an example of the Market Basket of Products calculation.

**C. Additional Services:** Food, beverage, and other services required or desired by the Facilities outside the scope of this Agreement shall be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

**D. Fresh Favorites:** ARAMARK shall implement its Fresh Favorites program at the Facilities. ARAMARK shall determine the prices at which Fresh Favorites items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, ARAMARK may increase its Fresh Favorites prices to recover such increased costs, maintaining its historical mark-up. Such increases shall be subject to the approval of the County. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered. Inmates shall be responsible for all applicable sales taxes on Fresh Favorites items and ARAMARK shall be responsible for collecting and transmitting such taxes.

ARAMARK shall pay to the County a commission in an amount equal to Thirty-Eight Percent (38%) of Net Sales on the Fresh Favorite items. Within fifteen (15) days after the end of each month, ARAMARK shall deliver to the County a check covering commissions on Net Sales made during the prior month. For purposes of this Paragraph "Net Sales" means total Fresh Favorite products sales, less sales or use taxes and authorized returns.

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**E. Billing:** ARAMARK shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by ARAMARK, if any. The invoice shall reflect the preceding week's food services detailing the exact number of meals served on a daily basis as follows:

1. Actual number of adult inmate meals
2. Actual number of bag lunches
2. Actual number of juvenile detention and Mental Health Assessment Center/SAIL meals
3. Actual number of staff/visitor meals
4. Any additional food, beverage or other services, as required

ARAMARK shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

**F. Manner Of Payment:** Payment shall be made by check payable to ARAMARK Correctional Services, LLC within fifteen (15) days after the comprehensive monthly summary of meals, services and credits. Such payment shall be sent to the address indicated in the invoice.

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 9 hereof.) If any invoices are not paid within twenty-five (25) days of the summary statement date, interest shall be charged on each invoice at One Hundred Twenty-Five Percent (125%) of the Prime Interest Rate per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "Prime Interest Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each ARAMARK accounting period.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within fifteen (15) days of the summary statement date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

**4. MATERIAL ADVERSE CHANGE:** The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution

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of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facilities' inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal, modifications to the menu, or modifications to ARAMARK's scope of services.

**5. FEDERAL SURPLUS COMMODITIES:** ARAMARK shall use available U.S. Department of Agriculture commodities in providing food service to the inmates and staff of the Facilities. ARAMARK shall comply with the rules and regulations of the U.S. Department of Agriculture in securing said commodities. All books and records pertaining to the meal preparation and delivery for the Facilities shall be available for a period of thirty-six (36) months after the close of federal fiscal year (October 1 through September 30) to which they pertain for inspection and audit by representatives of the United States Department of Agriculture, and/or the General Accounting Office at any reasonable time or place. Commodities received shall be used solely for the benefit of the County. In developing the prices to be charged by ARAMARK under this Agreement, ARAMARK has relied on the County's representation regarding the quantity and mix of USDA commodities utilized during two (2) immediately preceding years in the facilities covered by this Agreement. In the event the mix and/or quantity of government donated commodities changes from the mix and quantity utilized in prior years, so as to increase actual food costs over the level of projected food cost set forth in the invoice, the prices charged by ARAMARK shall be renegotiated to reflect such change.

ARAMARK shall credit the invoice presented to the County for the value of U.S. Department of Agriculture commodities used, minus any shipping or handling charges actually incurred. The value of the commodities shall be the value set forth on the invoice, bill of lading, delivery receipt or other similar document from the U.S. Department of Agriculture or distributing State agency. If no value is set forth, the County and ARAMARK shall together contact the U.S. Department of Agriculture or distributing State agency to ascertain such value.

**6. ACCESS AND RECORDS:** ARAMARK will maintain accurate books and records in connection with the food service operation and shall retain such records for seven (7) years.

**7. TERM OF AGREEMENT:** The initial term of this Agreement shall commence on January 1, 2017 ("Effective Date"), and shall continue through December 31, 2019. By mutual agreement, this Agreement may be renewed for two (2) additional one year periods.

**8. TERMINATION:**

**A. Termination For Convenience:** Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

**B. Termination For Default:** Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

**C. Consequences Of Termination:** If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all inmate and staff meals, and other services, provided by ARAMARK to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

**D.** This agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the county board of supervisors to pay for the obligations under this agreement for the next budget year.

**9. NOTICE:** All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

**10. CONFLICTS OF INTEREST:** ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

**11. CONFIDENTIAL INFORMATION:** All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") are and shall



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remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all materials containing any ARAMARK Proprietary Information shall be returned to ARAMARK.

12. **ASSIGNMENT**: ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

13. **PRESS RELATIONS**: ARAMARK shall coordinate with the County Sheriff or Facilities Administrator on any and all press or media releases.

14. **PUBLICITY RIGHTS**: Neither ARAMARK nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required by law. Neither County nor ARAMARK and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

15. **ENTIRE AGREEMENT**: This Agreement represents the entire agreement and understanding between the County and ARAMARK and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

16. **SEVERABILITY**: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. **WAIVER**: The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

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18. **CHILD NUTRITION PROGRAM:** County represents and warrants that it will pursue the required review and approval of this Agreement by the applicable state agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**ARAMARK Correctional Services, LLC**

**County of Racine  
State of Wisconsin**

By: \_\_\_\_\_  
Mark R. Adams  
Vice President, Finance

By: \_\_\_\_\_

DRAFT

**Attachment A**  
**Racine County, Wisconsin**  
**Effective January 1, 2017 through December 31, 2017**

<b>Population</b>	<b>Price per Inmate</b>
Adult Inmate Meals	
<b>650 - 674</b>	\$0.975
<b>675 - 699</b>	\$0.965
<b>700 - 724</b>	\$0.955
<b>725 - 749</b>	\$0.952
<b>750 - 774</b>	\$0.950
<b>775 - 799</b>	\$0.949
<b>800 - 824</b>	\$0.947
<b>825 - 849</b>	\$0.943
Huber Bag Lunches	\$0.99
Juvenile Meals	\$1.834
Staff Meals	Same as Inmate Meals <sup>†</sup>
S.A.I.L. Meals	\$1.834
MHA Center Meals	\$1.834
Special Diet Meals – Medical	Same as Inmate Meals
Special Diet Meals - Religious (such as Kosher, Halal)	Aramark's cost**
NSL Reimbursable Snack	\$0.499
Catering	Cost** + 10%

The menu includes a product known as the “Morning Beverage”, for the inmate population that is similar in flavor and nutritional quality to milk.

\*Employees who purchase the inmate meal will be charged the inmate meal cost. Other meals may be purchased by employees from a rotating menu.

\*\*Cash discounts or discounts not exclusively related to ARAMARK's catering operation at the County shall not be credited to the County.

Meal prices will be billed on an ordered or served basis, whichever is greater. Special functions and catering meal services will be mutually negotiated. The price increment (scale) will be determined by adding the total number of billable meals ordered or served to inmates, whichever is greater, for the 7 day billing week, and dividing by twenty-one (21).

Attachment B

**Sample Client Statement - Market Basket of Products Calculation**

**XYZ County Exhibit**

**Market Basket Price Redetermination Statement**

**Period Ended Current Month xxth, 20xx**

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
<b>TOTAL</b>	<b>100.00%</b>		<b>3.54%</b>
<b>Current Month CPI Food Away from Home Index</b>			<b>4.76%</b>
<b>Greater of Market Basket to Current Month CPI - Food Away from Home</b>			<b>4.76%</b>

**XYZ County Exhibit**

**Market Basket Price Redetermination Statement**

**Period Ended Current Month xxth, 20xx**

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
<b>TOTAL</b>	<b>100.00%</b>		<b>4.92%</b>
<b>Current Month CPI Food Away from Home Index</b>			<b>4.76%</b>
<b>Greater of Market Basket to Current Month CPI - Food Away from Home</b>			<b>4.92%</b>

**Notes**

- \* This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Sheriffs Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 3/1/2017 Date of County Board Meeting to be Introduced: 3/14/2017

1st Reading:  1st & 2nd Reading:  \*

\* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: \_\_\_\_\_

**TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Contract with Securus Technologies Inc for 5 years to provide Inmate Telephone, Inmate Video Visitation System,  
Electronic Monitoring for Day Reporting Center for the Racine County Jail and Juvenile Phone System for the  
Detention Center

**SUBJECT MATTER:**

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

Any request which requires the expenditure or transfer of funds must be accompanied by the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

**The Committee believes that this action furthers the following goals:**

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.



## RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237  
(262) 886-2300 FAX (262) 637-5279  
Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

February 23, 2017

To: Q.A. Shakoor, II  
Chairman, Finance & Human Resources Committee

From: Sheriff Christopher Schmaling

Ref: Racine County Jail and Juvenile Detention Center – Inmate/Detainee Phone Systems

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The Sheriff's Office is requesting a resolution authorizing the County to enter into a contract with Securus Technologies, for the Racine County Jail and Juvenile Detention Center inmate/detainee phone services. The Sheriff's Office would like Securus Technologies to provide the inmate phone system, the inmate video visitation system, and providing electronic monitoring for the day reporting center at the jail, and provide the juvenile phone system at the detention center.

A RFP was put out for these services and 5 bids were received. After evaluating the bids, we have determined that Securus Technologies will be supplying Racine County with the most resources and the best technology to handle our inmate/detainee phone systems, and keep the phone rates in compliance with the FCC regulations.

Securus Technologies has been the Racine County Jail's and Juvenile Detention Center inmate/detainee phone vendor for the last 5 years. By keeping Securus as the vendor, there will be no interruption in service.

Some of the items that Securus has included in their bid:

- An inmate/detainee phone system at both facilities.
  - Securus will continue to maintain the equipment that is installed at both facilities, at no cost to the County.
  - Securus will continue to store the phone recordings for a minimum of 120 days, at no cost to the County.
  - Securus will continue to provide continuous voice verification in the jail using the Investigator Pro software, at no cost to the County.
  - Securus will be adding 2 more phones in the jail's intake area, at no cost to the County.
  - Securus will charge \$0.21 per minute rate to use the phone, which is in compliance with the FCC rate cap.
  - The County will receive a \$0.16 per minute recovery fee.

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- Securus will continue to record and store, face to face visits, for a minimum of 120 days, in the jail, at no cost to the County.
- An inmate video visitation system, including scheduling software at the jail.
  - Securus will continue to maintain the equipment that is installed, at no cost to the County.
  - Securus will continue to store the phone recordings for a minimum of 120 days, at no cost to the County.
  - Securus will install 3 more free public video visitation stations. This will bring the number of video visitation stations that the public can use for free to 9.
  - The County would receive a 50% commission on completed off-site visits.
- An inmate tablet system at the jail.
  - Securus will supply enough tablets for all inmates, at no cost to the County.
  - Securus will supply and maintain a secure wireless network in the jail, at no cost to the County.
  - Securus will supply charging carts at no cost to the County.
  - Securus will supply the following apps to the tablets at no cost to the County or inmates:
    - Phone App
    - Law Library
    - Religion
    - GED Content
    - Job View/Search App
  - Securus will offer other apps at a monthly cost to the inmates, such as:
    - Radio/Music
    - Podcasts
    - Books
    - Game Suite
  - The County will collect a 50% commission on all apps that have a monthly cost.
- Securus will provide Investigation tools, at no cost to the County.
  - Threads – this software shows investigators who is calling who and if there are links between individuals. The software automatically analyzes the data.
  - Icer – this software detects inmate to inmate communications. Icer shows investigators if inmates from our or other facilities are contacting inmates in our jail.
  - Location Based Services – this software can show the location of cellular calls to the facility or received calls from the facility, with the appropriate warrant.
- Securus will continue to provide the Automated Information Services software for the jail to use, at no cost to the County. This software is the jail's phone tree. This software is for both friends/family, and for the inmates to access inmate's and facility's' information. Such as:
  - Criminal charges
  - Bond amounts and types
  - Projected release dates
  - Commissary balances
  - Visitation eligibility
  - Facility location
  - Directions
  - Mailing policies
  - Visitation policies

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- Securus will provide electronic monitoring units for the Day Reporting Center in the jail, at no cost to the County.
  - Securus will provide enough units to keep up to 25 inmates in the program at a time.
  - Securus will provide the software and training.
  - Securus will provide up to \$7,000 replacement insurance per year.

The Sheriff's Office are requesting a resolution to enter into a five (5) year term contract with Securus Technologies.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me. I can also address any questions you may have at the Finance & Human Resources Committee meeting.

Christopher Schmaling  
Sheriff, Racine County

By: Captain Douglas M. Wearing

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**Master Services Agreement**  
**RACINE COUNTY JAIL AND RACINE COUNTY JUVENILE DETENTION CENTER (WI)**  
**A002825**

This Master Services Agreement (this "Agreement") is by and between Racine County Jail and Racine County Juvenile Detention Center ("you" or "Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you and your respective users use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, whether fixed, mobile or otherwise, including but not limited to voice, video, and data (*e.g.*, phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) and inmate software applications (*e.g.*, automated grievance filing system, law library, etc.) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is 60 months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). In connection therewith, Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users, and (ii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein. The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on

your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information (excepting recorded communications, for which you retain ownership) shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. Provider agrees to install and implement the Inmate Telephone System according to the law governing Provider, the instruction it receives from Customer as to Customer's requirements under the law, and according to Customer's facility's demographics. Customer agrees to indemnify Provider against any and all Claims arising out of or related to instruction Provider receives from Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all

parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

DRAFT

**EXECUTED as of the Effective Date.**

<p><u>CUSTOMER:</u> Racine County Jail and Racine County Juvenile Detention</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p> <p><u>Customer's Notice Address:</u> 717 Wisconsin Ave Racine, WI 53403</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____ Name: Robert Pickens Title: President Date: _____</p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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**Please return signed contract to:**

**14651 Dallas Parkway  
Sixth Floor  
Dallas, Texas 75254  
Attention: Contracts Administrator  
Phone: (972) 277-0300**

**Schedule**  
**RACINE COUNTY JAIL AND RACINE COUNTY JUVENILE DETENTION CENTER (WI)**  
**A002825**

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Racine County Jail and Racine County Juvenile Detention Center ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to do the following: (a) monitor and record inmate calls, (b) prevent monitoring and recording of private calls (i.e., attorney client calls, clergy calls, or other calls as approved and implemented by you); private number settings allow you to mark these calls not to be monitored or recorded, and you are solely responsible for identifying, approving and disabling requests for private treatment; (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Call Management Service
Racine County Juvenile Detention Center 1717 Taylor Avenue Racine, WI 53403	SCP
Racine County Jail 717 Wisconsin Avenue Racine, WI 53403	SCP

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface ("S-Gate User Interface") which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply with all Provider Use Terms and Conditions and as directed herein.

WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8, 9 or 10 (newer versions are not supported)
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter

Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

\*XP Media center edition not supported

### **SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Operworkstation*(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "*Operworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the *Operworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Operworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION*(S)."

- 1. Outage Report; Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.
- 2. Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

"Priority 1"	30% or more of the functionality of the System is adversely affected by the System Event.
"Priority 2"	5% - 29% of the functionality of the System is adversely affected by the System Event.
"Priority 3"	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

- 3. Response Times.** After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

- 4. Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary. In the event a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.
- 5. Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
- 6. Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a technician will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website [www.securustech.net](http://www.securustech.net), and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

**CALLING RATES**

Provider will charge the following rates at the Facilities.

Destination Class	First Minute	Additional Minutes
Local	0.21	0.21
IntraLATA/Intrastate	0.21	0.21
InterLATA/Intrastate	0.21	0.21
InterLATA/Interstate (Collect/Prepaid)	0.21	0.21
IntraLATA/Interstate (Collect/Prepaid)	0.21	0.21

International rates will vary by country.

**MANDATORY FACILITY FEE**

Provider will charge a Customer-mandated fee of \$0.16 per minute on completed inmate-initiated calls from the Facilities, which will be remitted by Provider to Customer at the rate of 100% and without markup.

**INSTANT PAY™ PROGRAM**

**DESCRIPTION**

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

**COMPENSATION**

**Pay Now™.** Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

**Text2Connect™.** Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.



Text2Connect™ promotional calls are not commissionable, and Provider will pay Customer a bonus payment of thirty cents (\$.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

**INMATE DEBIT**

**DESCRIPTION:**

A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate's facility trust/commissary account funds to inmate's Debit account. Provider will also allow inmate friends and family members to fund an inmate's Debit account via multiple points-of-sale. Funds deposited by friends and family members into an inmate's Debit account become property of the inmate. Provider establishes inmate Debit accounts which are associated with the inmate's Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate's Debit account. Customer agrees to have the Debit module of Provider's SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider's SCP User Interface or utilize integration with Customer's trust account system to process inmate's fund transfer requests. Notwithstanding, Provider will not be responsible for any delays due to (i) Customer's failure to perform any of its obligations for the project; (ii) any of Customer's vendors' failure to perform any of its obligations for the project; or (iii) circumstances outside of Provider's control.

**INVOICING:**

Provider shall invoice Customer on a weekly basis for all funding amounts transferred from inmates' facility trust/commissary accounts to Inmate Debit accounts. The invoice will be due and payable upon receipt.

**PREPAID CALLING CARDS**

**PREPAID CALLING CARD SERVICES.** Customer hereby requests that all Prepaid Calling Cards shall be sold by Customer's commissary operator identified herein to the inmates and detainees at the Facilities identified below.

**COMPENSATION.** Customer understands and agrees Provider is neither responsible nor liable for any fees or other compensation agreed upon between Customer and its commissary operator, and Provider shall not interfere with any compensation agreement entered into between Customer and its commissary operator.

**VALIDATION.** Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The Prepaid Calling Cards are not returnable or refundable; all sales are final. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee on non-local calls.

**CHANGE IN COMMISSARY OPERATOR.** Customer shall notify Provider *in writing* of any change in the identity of the commissary operator, or if Customer wishes to resume the purchase and resale of Prepaid Calling Cards, which change shall be effective on the date that Provider receives the notice.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Commissary Operator
Racine County Juvenile Detention Center 1717 Taylor Avenue Racine, WI 53403	None
Racine County Jai 717 Wisconsin Avenue Racine, WI 53403	Keefe

**THREADS™**

**DESCRIPTION:**

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other correctional facilities within the community and data imported by other community members. Customer's use of THREADS™ is governed by and conditioned upon the terms set forth herein.

**COMPENSATION:**

We will provide THREADS™ at no cost to you.

**COMMUNITY FEATURE:**

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

**THREADS™ TERMS OF USE:**

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "**AS IS**." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.
4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.
5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

**LOCATION BASED SERVICES**

**DESCRIPTION:**

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will combine covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

#### COMPENSATION:

We will provide LBS at no cost to you.

#### LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.
2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "**AS IS**." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole discretion that the Location-Based Services application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the Location-Based Services application and shall have no further liability or responsibility to Customer with respect thereto.
4. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the Location-Based Services application) for any loss or injury arising out of or in connection with the Location-Based Services application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the Location-Based Services application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCATION-BASED SERVICES APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LOCATION-BASED SERVICES APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE LOCATION-BASED SERVICES APPLICATION OR THE UNAVAILABILITY THEREOF.

5. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the Location-Based Services application or information obtained in connection therewith.

### **INVESTIGATOR PRO™**

#### **DESCRIPTION:**

Investigator Pro™ is a telephone safety, security, and investigative feature of SCP. Investigator Pro™ uses continuous voice identification technology to determine what inmate(s) are speaking on the call, detect certain three-way call violations, and help investigators find correlations between calls that might otherwise go undetected. Inmates must participate in a supervised voice print enrollment process. This inmate voice print enrollment process will be the responsibility of Customer.

#### **COMPENSATION:**

We will provide Investigator Pro™ at no cost to you.

### **ICER™**

#### **DESCRIPTION:**

The ICER™ system provides authorized users the means to detect intra- and inter-Facility inmate-to-inmate communications from multiple sources to generate targeted investigative leads.

#### **COMPENSATION:**

We will provide ICER™ at no cost to you.

### **AUTOMATED INFORMATION SERVICES**

#### **DESCRIPTION:**

Provider will provide the Automated Information Services (AIS™) as described herein. The AIS™ application is designed to automate internal inquiries from detainees and outside calls from friends and family members on one single platform, as well as allow inmates' friends and families the ability to open or fund a pre-paid telephone account, an inmate phone account, an inmate trust account or leave a voicemail. The application is accessed through a telephone IVR system. Once Facility staff has uploaded all required information, the system is able to automate information such as Commissary Balances (pending MIS system data flow); Charge Information; Court Appearance Dates, Times, Locations; Bond Amounts, Types; Projected Release Dates; and Visitation Eligibility, Times.

Automated Information Services is configurable to meet the specific needs of Customer's Facility. The standard option includes automation of inmate and Facility information to constituents who call Customer's existing main telephone number and to inmates at Customer's Facility. The following are options and requirements available for AIS.

- ✓ Automation of inmate and Facility information to constituents (standard)
- ✓ Automation of inmate and Facility information to inmates (Securus ITS Customers only)
- ✓ Ability to open or fund a Securus pre-paid telephone account (Required)
- ✓ Ability to fund an inmate phone account (Required)
- ✓ Ability to fund an inmate trust account (Required)
- ✓ Ability to leave a voice mail (Required)
- ✓ Ability to provide for inmate information and trust funding via InmateInfo.com

The application provides all information automatically without staff intervention 24/7.

The AIS™ Jail Voicemail feature is a one-way communication product that allows friends and family members calling a facility to leave a 45-second voicemail for an inmate providing a quick way for friends and family to initiate communication or deliver timely information to an inmate prior to a scheduled phone call or visitation. Friends and family will pay up to a \$1.99 usage fee for each voicemail they leave, 20% of which Provider will pay to Customer each month. AIS™ Jail Voicemail is not subject to any other compensation.

#### **COMPENSATION:** [No cost option]

We will provide AIS™ at no cost to you.

### **TABLETS**

#### **DESCRIPTION:**

The SecureView Tablet solution allows an inmate's friends and family members to rent a tablet for an inmate incarcerated in the Client's facility via a la carte or monthly pricing.

**TABLETS PROVIDED:**

We will provide Customer with the following tablets at no cost:

One Inmate Tablet per inmate (estimated at 850 tablets).

Up to 25 Officer Tablets.

**COMPLIMENTARY APPLICATIONS:**

All Inmate Tablets will include the following applications at no charge:

Phone.

Law Library.

Religion.

Inmate Forms and Requests/Grievances.

Commissary Ordering.

GED Educational Content.

Job View.

**PAID APPLICATIONS:**

All Inmate Tablets will offer the following paid applications, which can be rented on a monthly per-application basis at the prices indicated. Alternatively, inmates can obtain all paid applications for a flat monthly rental fee of \$20.00.

Radio/Music (\$12.00 per month).

Podcasts (\$5.00 per month).

Books (\$5.00 per month).

Game Suite (\$5.00 per month).

**COMPENSATION:**

Customer will receive 50% of all Inmate Tablet rental fees paid to Customer.

**TERMS & CONDITIONS:**

Provider shall have no liability to Customer for any loss or injury arising out of or in connection with the SecureView Tablet solution or Customer's or inmates' use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the SecureView Tablet solution, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. Provider does not make and hereby disclaims any warranty, express or implied, with respect to the SECURE VIEW TABLET SOLUTION. Provider does not guarantee or warrant the correctness, completeness, LEGALITY, merchantability, or fitness for a particular purpose of the SECURE VIEW TABLET SOLUTION. In no event shall Provider be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer OR INMATE from receipt or use of THE SECURE VIEW TABLET SOLUTION or the unavailability thereof. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's or inmates use of the SecureView Tablet solution.

**VIDEO VISITATION**

In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.

**CONNECTUS INMATE SERVICE PLATFORM**

Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which shall be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.

**GPS MONITORING DEVICES**

*BLUtag.* BLUtag is a one-piece GPS device that allows for active, passive, or hybrid supervision and enables Customer's supervising agent to communicate with the enrollee through audible tones and/or vibrations. The small, lightweight

device detects and records four types of tampering and offers optional auxiliary equipment that can transmit data using landline phone service and can confirm an enrollee's location in areas that prevent BLUtag from receiving GPS signals.

### **Payment**

STOP will provide Customer with monthly invoices in accordance with Exhibit A. Customer invoices are due and payable in full when presented. The total amount due on the monthly invoices will be deducted from monthly Commission payments made to Customer as defined in the Master Services Agreement. Customer is responsible for sales or use tax, if any, or any other similar state taxes or fees on the transactions hereunder.

### **Shipping**

Unless otherwise agree to by STOP, shipping of equipment will be done in accordance with STOP's standard shipping terms of 2nd day delivery processed the day following receipt of the order. STOP will pay shipping costs for faulty equipment returned for repair and/or replacement.

### **TERMS OF USE FOR STOP ELECTRONIC SUPERVISION TECHNOLOGIES:**

**General Compliance Obligations** - Customer understands, acknowledges and agrees that it is Customer's sole responsibility to comply with any and all Federal, state and local laws, rules, regulations and policies applicable to the use of any STOP electronic supervision products and services ("STOP Technologies"), including, without limitation, all such laws, rules, regulations and policies or other requirements (i) governing or restricting electronic supervision of individuals, (a) relating to privacy, consumer protection, marketing, and data retention and security, and (b) applicable to Customer's access to and use of any information obtained in connection with or through the STOP Technologies ("Applicable Rules"). Customer further acknowledges, understands and agrees that Provider makes no representation or warranty as to the legality of the use by Customer of the STOP Technologies or any information collected, accessible or otherwise obtained in connection with or through such use ("STOP Information"). Provider shall have no obligation, responsibility, or liability for Customer's failure to comply with any and all Applicable Rules as a result or arising out of virtue of Customer's use of the STOP Technologies or STOP Information.

**Security of Information** - Customer acknowledges that the STOP Information includes personally identifiable information ("PII") and that it is Customer's obligation to keep all such PII secure by taking all commercially reasonable means to ensure that access is limited only to those authorized individuals or organizations. Accordingly, Customer shall (a) restrict access to the STOP Technologies and S.T.O.P Information to those law enforcement personnel who have a need to know or are otherwise expressly authorized as part of their official duties; (b) ensure that its employees (i) obtain and/or use STOP Information solely and exclusively for lawful purposes and (ii) transmit or disclose any such Information only as permitted or required by Applicable Rules; (c) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the STOP Technologies and STOP Information (whether in electronic form or hard copy); (d) notify Provider immediately of any such unauthorized access or use of the STOP Technologies or Information that Customer discovers or otherwise becomes aware of; and (e) unless otherwise required by Applicable Rules, delete or otherwise purge all STOP Information stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or, if a longer period is authorized or required by Applicable Rules, upon expiration of such longer period.

**Technology Limitations (Coverage and Battery Life)** - Customer understands and acknowledges the limitations of the Global Positioning System ("GPS") technology and the Radio Frequency ("RF") technology employed and relied upon by the STOP Technologies. Customer understands and acknowledges that the STOP Technologies depend upon strong wireless signal coverage and that both natural and man-made variables can adversely impact or block GPS and cellular signals for brief or extended periods of time, which can lead to inaccurate data being recorded or made available through the use of STOP Technologies. Customer understands, acknowledges and agrees that GPS signals may become distorted as they reflect off natural and man-made objects (*e.g.*, mountains, rocks, and buildings) and may be lost when the GPS unit loses line-of-sight of the GPS satellite, which can occur, for example indoors, underground, in tunnels, or underwater. Customer understands, acknowledges and agrees that lost coverage may also occur in rural areas that do not have strong GPS or wireless coverage.

Customer further understands, acknowledges and agrees that (a) STOP Technologies are battery-powered and that an offender's failure to charge the battery on a STOP Technology device renders the transmitter and device useless and (b) the offender may tamper with the device or otherwise impede the device's ability to receive and transmit the GPS signal.

**Condition of STOP Information** - Customer understands and acknowledges that all STOP Information used and obtained in connection with the STOP Technologies is "**AS IS**." Customer further understands and acknowledges that STOP uses data from third-party sources, which may or may not be complete and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of STOP Information Technologies. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the STOP Technologies which may be otherwise available.

**Modification and Termination** - Provider reserves the right to modify, enhance, or discontinue, in its sole discretion, any of the features that are currently part of the STOP Technologies. Moreover, if Provider determines in its sole discretion that the STOP Technologies and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Master Services Agreement or (2) violates any Applicable Rule or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the STOP Technologies and shall have no further liability or responsibility to Customer with respect thereto.

**Limitation of Liability And Warranties** - Provider expressly disclaims any warranty that the STOP Technologies are impervious to tampering. Customer acknowledge understands and agrees that the STOP Technologies do not prevent offenders from committing harmful, tortious, or illegal acts and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such offenders. In no event does Provider assume or bear any responsibility or liability for acts that may be committed by third parties or persons subject to or using the STOP Technologies or STOP Information.

Provider shall have no liability to Customer (or to any person to whom Customer may have provided STOP Information) for any loss or injury arising out of or in connection with the STOP Technologies or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the STOP Technologies, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE STOP TECHNOLOGIES. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE STOP TECHNOLOGIES OR ANY STOP INFORMATION. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF STOP INFORMATION OR AS A RESULT OF THE UNAVAILABILITY OF THE S.T.O.P TECHNOLOGIES OR S.T.O.P INFORMATION OR THE ABILITY TO MAKE USE OF SAME.

**Indemnification** - Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider and officers, directors and employees from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of any of the STOP Technologies or STOP Information.

### EXHIBIT A

#### Unit Pricing

Category	Volume Tiers *	Price
GPS Device (Blutag)	1 +	\$0.01 over existing call rates**

\* - Average daily billable units per month

\*\* - Covers equipment, monitoring and insurance

Insurance and Replacement Costs: In the event of damage to the unit caused by the tracked individuals or LESSEE, the vendor shall replace the unit at no additional cost to the customer, not to exceed \$7000 annually. Further, the LESSEE is responsible for proving an annual inventory count on the anniversary of the effect date. In the event that the LESSEE insurance claims exceed the annually guarantee, the replacement schedule list below will be applied.

#### Replacement Cost

Part	Description	Quantity	Replacement Cost
1	BLUtag Unit	1	\$ 250 <sup>1</sup>
2	Charging coupler	1	\$ 25

Notes: 1 - Replacement only for lost and stolen units. Units are not available for purchase. Data and wireless plan included.

DRAFT



**Exhibit A: Customer Statement of Work**  
**RACINE COUNTY JAIL AND RACINE COUNTY JUVENILE DETENTION CENTER (WI)**  
**A002825**

**This Customer Statement of Work** is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Racine County Jail and Racine County Juvenile Detention Center ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, and storage for 365 days/purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

**EXECUTED as of the Schedule Effective Date.**

<p><u>CUSTOMER:</u></p> <p>Racine County Jail and Racine County Juvenile Detention</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: President</p>
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**Please return signed contract to:**

**14651 Dallas Parkway**  
**Sixth Floor**  
**Dallas, Texas 75254**  
**Attention: Contracts Administrator**  
**Phone: (972) 277-0300**

**Schedule: SECURUS VIDEO VISITATION  
RACINE COUNTY JAIL AND RACINE COUNTY JUVENILE DETENTION CENTER (WI)  
A002825**

**This Securus Video Visitation Schedule** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Racine County Jail and Racine County Juvenile Detention Center ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

Facility Name and Address
Racine County Jail 717 Wisconsin Avenue Racine, WI 53403

**TERMS:**

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions, and that a session charge of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, that Provider reserves the right, at its sole option, to (i) offer promotional pricing for as low as \$5.00 per session, (ii) offer monthly flat rate subscription services, which would allow for unlimited monthly remote visits (certain restrictions may apply), and (iii) to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will apply and will be invoiced to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

**PAYMENT OPTIONS:**

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in Attachment 1 (the "upfront costs"). Customer, at its option, may either elect to pay the upfront costs itself or have Provider pay the upfront costs by choosing one of the following options (place a check ("√" or "X") next to option selected):

- Option 1: Customer elects to pay all of the upfront costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 shall not apply.
- Option 2: Customer elects to have Provider pay the upfront costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the upfront costs over time):

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
3. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable.
4. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month. If at any time during the Term of the Agreement after the first twelve (12) months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such upfront funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, contract term extension, and/or payment by Customer by invoice.

**COMPENSATION:** (Paid Remote Video Visitation Only)

Video visitation is not an FCC regulated telecom service; accordingly, in exchange for Customer allowing Provider to utilize Customer's property and wiring for placement of video visitation terminals, Provider agrees to pay Customer a percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Payment"). Provider reserves the right to deduct Video Visitation session credits from revenue upon which payments to Customer are calculated. Provider shall remit the Video Visitation Payment for a calendar month to Customer on or before the 30<sup>th</sup> day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All Video Visitation Payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

**FACILITIES AND RELATED SPECIFICATIONS:**

Facility Name and Address	Type of Video Visitation	Video Visitation Payment (Per Paid Remote Video Visitation Only)
Racine County Jail 717 Wisconsin Avenue Racine, WI 53403	Remote Paid	\$3.00 per paid remote visit*

\* Provider will pay the Video Visitation Payment for those months during which the Facility has achieved 1 remote paid visits or greater, excluding visits paid with a Video Visitation session credit. Video Visitation Payments are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Payment. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
PRESIDENT  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of 1 remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 1 per inmate per month, Provider reserves the right, no sooner than 12 months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

**WARRANTY:** Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**OWNERSHIP AND USE.** The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**LEGALITY/LIMITED LICENSE AGREEMENT:** For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which shall be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

<p><u>CUSTOMER:</u></p> <p>Racine County Jail and Racine County Juvenile Detention</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: President</p>
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**Schedule: ConnectUs Inmate Service Platform  
RACINE COUNTY JAIL AND RACINE COUNTY JUVENILE DETENTION CENTER (WI)  
A002825**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Racine County Jail and Racine County Juvenile Detention Center ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

**CONNECTUS INMATE SERVICE PLATFORM**

**DESCRIPTION:**

ConnectUs Inmate Service Platform. ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

**GENERAL TERMS AND CONDITIONS:**

**1. PROVISION OF SERVICE**

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) named in the chart below during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

Facility Name and Address
Racine County Jail 717 Wisconsin Avenue Racine, WI 53403

**2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS**

2.1 Grant of Rights. Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

2.2 Ownership. Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

**2.3 Use and Restrictions.**

(a) Except as expressly permitted under the Agreement or this Schedule, Customer shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

- (b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.
- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer shall remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer shall allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

### 3. FEES AND PAYMENT TERMS

3.1 [RESERVED]

3.2 [RESERVED]

3.3 Customer shall be responsible for all Jail Management System and Commissary integration fees, if applicable, as well as electrical wiring installation.

### 4. WARRANTIES AND LIMITATIONS

#### 4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

#### 4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

CUSTOMER:

Racine County Jail and  
Racine County Juvenile Detention

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PROVIDER:

Securus Technologies, Inc.

By: \_\_\_\_\_

Name: Robert Pickens

Title: President

DRAFT

**ConnectUs Inmate Service Platform**

**SALES ORDER FORM**

**SERVICE DESCRIPTIONS**

**APPLICATIONS**

Provider, through ConnectUs, offers the following Applications. The Applications, which have been ordered by Customer are reflected on the Price Page, which follows.

**Video Visitation Application**

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

**Phone Call Application**

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

**Inmate Forms (Grievance) Application**

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

**Third Party Vendor Commissary Application**

The ConnectUs Third Party Vendor Commissary Application provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

**Website Education Application (URL)**

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

**Inmate Videos Application (.MP4)**

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

**Inmate Handbook Application (.PDF)**

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

**Emergency Visitation Application**

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

**Sick Call Application**

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

**Self-Op Commissary Ordering Application**

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.



**Job Search Application**

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

**Law Library Application**

The ConnectUs Law Library Application allows inmates to perform legal research through a comprehensive collection of state and federal laws, including resources pertaining to constitutions, statutes, cases and more.

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**Attachment 1**  
**RACINE COUNTY JAIL AND RACINE COUNTY JUVENILE DETENTION CENTER (WI)**  
**A002825**

**SALES ORDER FORM**

**Securus Inmate Services Platform - Price List**

Type	Description	One Time / Recurring	Price/Unit	QTY	Total
Hardware	Video Visitation Terminals - Single Handset (Inmate)	One Time	\$ 4,000	53	\$ 212,000
	Video Visitation Terminals - Single Handset (Visitor)	One Time	\$ 4,000	0	\$ -
	Video Visitation Terminals - Dual Handset (Visitor)	One Time	\$ 4,250	6	\$ 25,500
	Mobile Cart, Including UPS Battery Backup	One Time	\$ 1,440	0	\$ -
Installation and Implementation (Software Application is one time per App, per contract)	Networking Wiring	One Time	\$ 500	59	\$ 29,500
	Electrical Wiring*	One Time	\$ 1,500	0	\$ -
	Hardware Installation	One Time	\$ 500	59	\$ 29,500
	JMS and 3rd Party Vendor Integration**	One Time	\$ -	0	\$ -
	Software Application Setup:	One Time			
	- Securus Video Visitation Application	One Time	\$ 3,975	1	\$ 3,975
	- Phone Call Application	One Time	\$ -	0	\$ -
	- Inmate Forms Application (Grievance)	One Time	\$ 10,000	0	\$ -
	- Inmate Handbook Application (.PDF)	One Time	\$ 3,975	0	\$ -
	- Third Party Vendor Commissary Application	One Time	\$ 3,975	0	\$ -
	- Website Education Application (URL)	One Time	\$ 10,000	0	\$ -
	- Inmate Videos Application (.MP4)	One Time	\$ 3,975	0	\$ -
	- Self-Op Commissary Ordering Application	One Time	\$ 3,975	0	\$ -
	- Emergency Visitation Application	One Time	\$ 3,975	0	\$ -
- Inmate Sick Form	One Time	\$ 3,975	0	\$ -	
Annual Subscription and Hosting Fee (per App, per Terminal, per year)	Securus Video Visitation Application	Recurring	\$ 250	59	\$ 14,750
	Phone Call Application	Recurring	\$ -	0	\$ -
	Inmate Forms Application (Grievance)	Recurring	\$ 500	0	\$ -
	Inmate Handbook Application (.PDF)	Recurring	\$ 250	0	\$ -
	Third Party Vendor Commissary Application	Recurring	\$ 500	0	\$ -
	Website Education Application (URL)	Recurring	\$ 500	0	\$ -
	Inmate Videos Application (.MP4)	Recurring	\$ 250	0	\$ -
	Self-Op Commissary Ordering Application	Recurring	\$ 250	0	\$ -
	Emergency Visitation Application	Recurring	\$ 250	0	\$ -
	Inmate Sick Form	Recurring	\$ 250	0	\$ -
	Job Search Application (annual per App charge)	Recurring	\$ 3,250	0	\$ -
Law Library Application (annual per App charge)	Recurring	\$ 8,000	0	\$ -	
Misc.	Annual Terminal Extended Hardware Maintenance	Recurring	\$ 500	59	\$ 29,500
	Recurring Telecom	Recurring	\$ 5,040	0	\$ -
	Recording Retention (30 days)	One Time	\$ 100	53	\$ 5,300
	On-Site Training (per day)	One Time	\$ 2,000	2	\$ 4,000

Term:	5
One-Time Cost	309,775
Annual License & Maintenance Cost (per year)	44,250
<b>Total Cost: \$</b>	<b>531,025</b>
Securus Investment: \$	-
Customer Investment: \$	531,025

\* Customer responsible for electrical wiring  
\*\* Customer responsible for JMS/Commissary Integration Fees, if applicable

Securus will fund the upfront Total Cost of Customer's Investment. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the chart above. Customer shall pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

**REQUEST FOR COUNTY BOARD ACTION**

YEAR <u>2017</u>	X   	Resolution Request Ordinance Request Report Request
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**Requestor/Originator:**    Finance Dept - Alexandra Tillman & Human Resources - Karen Galbraith

**Committee/Individual Sponsoring:**    Finance & Human Resources Committee

**Date Considered by Committee:**                      3/1/2017                      **Date of County Board Meeting to be Introduced:**                      3/14/2017

**1st Reading:**                          **1st & 2nd Reading:**     \*

**\* Include a paragraph in the memo regarding why 1st & 2nd reading is required.**

**Signature of Committee Chairperson/Designee:**                      \_\_\_\_\_

**TITLE OF RESOLUTION/ORDINANCE/REPORT:**

Contract with Healthstat Inc for 3 years with the option to renew for an additional 1 year or 3 year term to provide  
an employee health clinic for Racine County, City of Racine and Racine Unified School District and authorizing  
the intergovernmental agreement between the parties

**SUBJECT MATTER:**

**The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.**

**Any request which requires the expenditure or transfer of funds must be accompanied by the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.**

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

**The Committee believes that this action furthers the following goals:**

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.