

# Passaic County Board of Chosen Freeholders

OFFICE OF THE  
PASSAIC COUNTY FREEHOLDERS

Director Pasquale "Pat" Lepore  
Deputy Director Theodore O. Best, Jr.  
John W. Bartlett  
Ronda Casson Cotroneo  
Terry Duffy  
Bruce James  
Hector C. Lora

401 Grand Street  
Paterson, New Jersey 07505

Tel: 973-881-4402  
Fax: 973-742-3746

Anthony J. De Nova III

Administrator

William J. Pascrell, III, Esq.

County Counsel

Louis E. Imhof, III, RMC

Clerk Of The Board



## Public Meeting (Board Meeting)

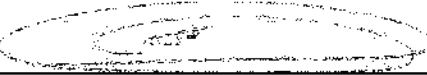
Date: Mar 25, 2014 - 5:30 PM

Location: County Administration  
220  
401 Grand Street  
Paterson, NJ 07505

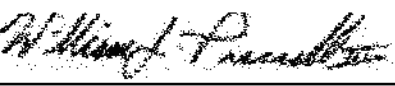
Agenda: RESOLUTION AUTHORIZING A CONTRACT WITH RENOVO SOFTWARE OF EDINA, MN, TO PROVIDE COMPUTER SOFTWARE FOR THE OPERATION OF THE INMATE VIDEO VISITATION SYSTEM AT THE PASSAIC COUNTY JAIL, ALL AS NOTED IN THE RESOLUTION

THIS RESOLUTION WAS REQUESTED BY:  
SHERIFF'S DEPT

REVIEWED BY:

  
Anthony J. De Nova III  
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND LEGALITY:

  
William J. Pascrell, III, Esq.  
COUNTY COUNSEL

Law and Public Safety  
COMMITTEE NAME

Official Resolution#	R20140244						
Meeting Date	03/25/2014						
Introduced Date	03/25/2014						
Adopted Date	03/25/2014						
Agenda Item	I-45						
CAF #							
Purchase Req. #							
Result	Adopted						
FREEHOLDER	PRES.	ABS.	MOVE	SEC	AYE	NAY	ABST.
Lepore	✓				✓		
Best Jr	✓		✓		✓		
Bartlett	✓			✓	✓		
Cotroneo	✓				✓		
Duffy	✓				✓		
James	✓				✓		
Lora	✓				✓		

PRES.= present ABS.= absent  
MOVE= moved SEC= seconded  
AYE= yes NAY= no ABST.= abstain

Dated: March 26, 2014

**RESOLUTION AUTHORIZING A CONTRACT WITH RENOV  
SOFTWARE OF EDINA, MN, TO PROVIDE COMPUTER  
SOFTWARE FOR THE OPERATION OF THE INMATE VIDEO  
VISITATION SYSTEM AT THE PASSAIC COUNTY JAIL**

**WHEREAS** as a result of a proposal in May of 2012

Simple/Grinnel LP of Rockaway, New Jersey, was awarded a contract to put together and construct an Inmate Video Visitation System (System) for the Pasic County Jail; and

**WHEREAS** that proposal suggested that the said System would be designed to utilize computer software provided by Renovo Software of Edina, MN, with the understanding when the System was ready to be operated the Jail and Renovo would enter into an agreement for use of the software based upon a revenue sharing arrangement; and

**WHEREAS** the Passaic County Sheriff's Department is now reporting that the System can be operated, and that said Renovo Software is offering to install its software for the Jail's use for three (3) years, with two (2) one (1) year options to renew, in return for 55% of gross revenues received from the said System's use; and

**WHEREAS** the Passaic County Sheriff's Department is recommending that the Board of Chosen Freeholders of Passaic County approve an agreement by and between Renovo Software and the Department for use of this software; and

**WHEREAS** the proposed award of this agreement would be an exception under the New Jersey Local Public Contract Law inasmuch as the software being provided for this Inmate Video

Visitation System is both specialized and proprietary (N.J.S.A. 40A:11-5(d); and

**WHEREAS** it is anticipated that the revenue received for this System may be over the monetary threshold set forth under the Pay to Paly Law (N.J.S.A. 19:44A-20.3); and

**WHEREAS** the said Board, by Resolution 06-97 dated February 14, 2006 established a policy of only awarding contracts in excess of the monetary threshold set forth under the Pay to Play Law only under a fair and open process; and

**WHEREAS** the Passaic County Sheriff's Department is requesting that the said Board make an exception in this case because of the need for this specialized and proprietary computer software; and

**WHEREAS** the Freeholder Committee for Law and Public Safety at its March 18, 2014 meeting received this matter and is recommending that it be approved by the full Board;

**NOW THEREFORE BE IT RESOLVED** by the Board of Chosen Freeholders of Passaic County that it hereby authorizes a non-fair and non-open contract by and between the Passaic County Sheriff's Department and Renovo Software of Edina, MN for use of its software in operating the recently installed Inmate Video Visitation System at the Passaic County Jail for a three (3) year period with two (2) one (1) year options to renew predicated upon a 55%-45% split of gross revenues received from the System's use; and

**BE IT FURTHER RESOLVED** that this contract is being awarded as an exception to the policy of the Board as set forth in its resolution R-06-97 dated February 14, 2006 because of the special circumstances of this situation and the policy of the Board as set forth in that resolution shall remain in full force and effect;

**BE IT FURTHER RESOLVED** that in this case the Passaic County Sheriff or his designee be authorized to execute the necessary contract on behalf of the Department.

Dated: March 25, 2014

## Renovo Software Internet Visitation and VisPay Solution

3/14/13

To Whom It May Concern,

This letter is to confirm that VisAnywhere and VisPay software, designated to expand functionality for Passaic County Jail's Video Visitation System, is a sole source product, manufactured, sold and distributed exclusively by Renovo Software Inc. Renovo Software is the publisher of the application software and revenue generation software. No other company can provide the functionality to interface with Passaic County's current video visitation system. This product must be acquired directly by institutions from Passaic County. There are other no agents or dealers authorized to represent this product.

There are no other products available to purchase that would serve Passaic County Jail's purpose for acquiring the functionality to conduct internet video visits. Renovo has specifically designed VisAnywhere and VisPay for the corrections industry and has specially trained staff to provide support on the System's Server, Software Application and Codec's.

If you desire additional information, don't hesitate to contact me at (952) 229 - 8462 at any time or visit our website at [www.renovosoftware.com](http://www.renovosoftware.com) Thank you for your interest in our products.

Sincerely,

*Nathan Peterson*  
Customer Account Manager  
[Npeterson@renovosoftware.com](mailto:Npeterson@renovosoftware.com)  
952-229-8462



## VisPay Agreement

This VisPay Agreement (hereinafter, the "Agreement") is effective this 7<sup>th</sup> day of March, 2014, by and between Renovo Software, Inc. located at 5666 Lincoln Drive, Suite 206, Edina, MN 55436 (hereinafter "RENOVO") and Passaic County Jail located at 11 Marshall Street, Paterson, NJ 07501 (hereinafter "Customer") (collectively, the "Parties"). The Parties agree that this Agreement shall govern the mutual rights and obligations of the parties with respect to RENOVO's VisPay Module

I. PREFACE. RENOVO has developed and owns the VisPay module for the corrections industry ("VisPay"). VisPay provides a method for payment of visitation fees and inmate messaging fees. Customer desires that RENOVO install, and maintain VisPay for Customer. RENOVO and Customer desire that VisPay be the sole and exclusive method for payment of revenue generation associated with inmate visits (internet video visits and extra onsite visits) and/or inmate messaging ("VisMail") at Customer's facilities (the "Facilities"). The services for which VisPay shall be provided are as designated on Exhibit A hereto. In consideration for agreeing to allow VisPay to be the exclusive payment method for all revenue generating visits and/or inmate messaging for use by inmates at the Facilities, RENOVO agrees to pay Customer the fees set forth in Section III below.

### II. VisPay INSTALLATION AND OPERATION.

A. Within a reasonable period of time after execution of this Agreement, RENOVO shall install VisPay so that it is operable at Customer's Facilities.

B. CUSTOMER shall be solely responsible for all charges related to providing internet access and the necessary bandwidth from the Facilities to the World Wide Web and RENOVO shall not be liable for any damages incurred by Customer as a result of Customer's failure to provide adequate internet access and the necessary bandwidth from the Facilities to the World Wide Web.

### III. COMPENSATION

A. In consideration for granting RENOVO the exclusive right to derive revenue from all revenue generating visits and/or revenue generating inmate messaging (VisMail) at the Facilities, RENOVO will pay Customer Fifty (55%) percent of the "gross payments collected" through VisPay for revenue generating visits and revenue generating inmate messaging at the Facilities. "Gross Payments Collected," as used herein, means RENOVO's total revenue from all billed visits less a 5% transaction fee. Notwithstanding anything to

the contrary herein, taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies are not considered to be revenue for the purpose of this definition. Payments to Customer shall be due monthly for the preceding month within forty-five (45) days following the collection of records from the preceding month. All payments to Customer shall be final and binding upon Customer unless written objection thereto is received by RENOVO within sixty (60) days of RENOVO's mailing of the payment to Customer.

B. Exhibit A to this Agreement sets forth the VisPay services to be provided by RENOVO.

C. In the event of a change, repeal, enactment or amendment of any statute or regulation by any governmental authority that increases RENOVO's costs to perform under this Agreement or reduces RENOVO's allowable rates that may be charged to VisPay users, RENOVO shall be entitled to adjust the rates and terms of payment as set forth in Article III (A) above, to recover the increase in operating costs or to compensate for losses in revenues due to decreases in the rates chargeable to VisPay users, said adjustment to take effect no earlier than fifteen (15) days after receipt by Customer of written notice of said adjustment. Any rate increase for reasons other than those stated herein shall be subject to Customer's written approval.

IV. TERM. This Agreement is effective as of the date set forth above, and shall remain in force and effect for **Three (3)** years from the date of installation of RENOVO's VisPay (the "Initial Term") unless the Agreement is earlier terminated in accordance with the termination provisions herein. The CUSTOMER will have **two, 1 year** extension options at the end of the initial term.

### V. TERMINATION

A. In the event a party believes the other is in material breach of this Agreement, that party shall give the breaching party written notice specifying the nature of the breach and an intention to terminate the Agreement if the breach is not cured in accordance with this provision. This written notice shall include, but is not limited to, a statement of the

facts relating to the breach and the action required to cure the breach. The breaching party shall have thirty (30) business days from the receipt of such notice to cure the breach unless the breach is incapable of being cured within the thirty (30) business day period, in which case the Agreement may not be terminated if efforts to cure the breach are initiated within the thirty (30) business day period and diligently pursued to completion. Notwithstanding anything to the contrary herein, if the breach is not cured within ninety (90) days after the receipt of written notice of the breach, the non-breaching party may terminate the Agreement effective immediately upon notice of termination to the breaching party, and may pursue any available legal or equitable remedies for the breach.

B. For the purposes of this Article IV, the term "cause" shall not include nonperformance due to Force Majeure Conditions, or any other causes beyond the non-performing party's control. Force Majeure Conditions include but are not limited to the following: Acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, acts or omissions of third parties, including suppliers and common carriers (collectively referred to as "Force Majeure Conditions").

## VI. LIABILITY

A. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, RENOVO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF OR INABILITY TO USE RENOVO'S VISPAY, VISANYWHERE OR VISMAL. RENOVO SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. Customer agrees to indemnify and hold RENOVO, its officers, directors, employees, agents, and subcontractors harmless from any and all claims, losses or liability of any nature whatsoever, including claims interposed by way of defense or counterclaim (and including attorney's fees) arising out of or related to (1) any negligent or intentional acts or omissions by Customer, its officials, agents or employees; (2) any claims arising out of any mis-use of VisPay, VisAnywhere or VisMail software; and (3) any breach of this Agreement by Customer.

## VII. MISCELLANEOUS

A. Authority. Each party to this Agreement warrants and represents that it has the unrestricted right and requisite authority to execute, deliver and perform under this Agreement and to authorize the installation and operation of the VisPay and related equipment in the Facilities. Each party further warrants and represents that the execution of this Agreement has been duly authorized and that the signatory below has the legal authority to enter a binding contract on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to entering this Agreement have been taken, passed and/or obtained.

B. Governing Law. The terms of this Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of New Jersey, and the Parties irrevocably consent to the jurisdiction of the federal and state courts presiding in New Jersey.

C. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

E. Entire Agreement. This Agreement, including **EXHIBIT A** contains the entire agreement by and between the Parties and replaces any prior or existing agreements, oral or written, between the Parties concerning the subject matter herein.

F. Modifications. This Agreement cannot be varied, modified or amended orally and can only be varied, modified or amended by a written instrument signed by a representative of each party who has legal authority to enter such Agreement.

G. Assignments. RENOVO reserves the right to assign its rights and obligations under this Agreement without the prior consent of Customer. Any sale or transfer of the business, property or operations of the Facilities shall include an assumption by the buyer of all the terms and conditions of this Agreement. Customer may assign this Agreement only with the written consent of RENOVO, which consent shall not be unreasonably withheld.

H. No Waiver. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default.

Warden Tolerico  
11 Marshal Street  
Paterson, NJ 07501

I. Dispute Resolution. Any claim or controversy arising out of or relating to the Agreement shall, upon a party's written request, initially be submitted to a senior manager from each party, who will meet in person and confer in good faith to resolve the dispute within fifteen (15) business days following such notice. In the event the Parties cannot resolve the dispute, the Parties may pursue any available legal or equitable remedy consistent with this Agreement.

K. No Joint Venture. Neither this Agreement nor the disclosure or receipt of Proprietary Information constitutes or implies any promise or intention to enter into a partnership, agency, employment, or joint venture relationship, or to make any investment in any entity, to purchase any products or services by any entity, or to offer any additional information, products, or services to any entity. The relationship hereby established between the Parties is that of independent contractors.

J. Notices. All notices required to be in writing herein shall be delivered by each party to the other party by certified mail at the addresses for each party set forth below. Either party may change the designated address and/or recipient upon written notice to the other party in accordance with this provision.

L. Interpretation. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions herein.

If to RENOVO:

Renovo Software Inc.  
Attn: Controller  
5666 Lincoln Drive, Suite #206  
Edina, MN 55436

M. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

If to Customer:

Passaic County Jail  
Attn:

N. Customer must, and hereby agrees to stay current on annual upgrades and support contracts in order for VisPay to be properly supported and functional.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the date first above written.

CUSTOMER

RENOVO SOFTWARE, INC.

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

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

Name:  
Title:

Name:  
Title:

Witness:

Witness:

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

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