



ANTHONY M. WICKERSHAM

OFFICE OF THE SHERIFF

ELIZABETH J. DARGA
UNDERSHERIFF

October 13, 2017

Mr. Mark F. Deldin
Deputy County Executive
One South Main Street, 8th Floor
Mt. Clemens, Mi. 48043

Re: Inmate Telephone Services Agreement

Dear Mr. Deldin,

The Macomb County Sheriff's Office is requesting a contract extension with Inmate Calling Solutions, LLC (ICS) provider of inmate phone and video visitations services. Original contract duration 10/11/2012 – 10/11/2017 a period of five (5) years with the option of two (2) additional terms of one (1) year.

I am requesting that the above vendor's contract be extended for an additional three (3) years 10/11/2017 through 10/11/2020 with an option to renew for two (2) additional terms of one (1) year upon written notice to the other party.

In return for the contract extension the Macomb County Jail will receive:

1. An increase of the commission rate set forth in Exhibit D of the Agreement to 68%
2. ICS will provide a one-time 'Technology Grant' in the amount of \$130,000.00 for technological support to the Sheriff's Office
3. The KCN Edge Exchange software enhancement to the visitation/communication units at no additional cost.
4. Word Detective™ with phonetic keyword search technology. This software enhancement will alert staff to possible threats to and safety and security of the facility and occupants.

The Sheriff's Office continues to benefit from a very stable phone and video visitation platform of services provided by ICS. Due to this reliable and proven platform complaints from the public and inmates are nearly nonexistent. In addition, ICS provides a designated on site technician Monday through Friday to address any hardware or software concerns. This technician is extremely valuable with the relocation of equipment during the ongoing renovation projects within the jail. This service provides seamless and continuous phone and video visitation for the jail population.

The relationship between ICS and the Sheriff's Office continues to be beneficial to all parties while providing an affordable, effective and convenient avenue for telephone services and video visitation between the inmates lodged at the County Jail, the residents of Macomb County and surrounding areas.

I ask that the Office of the County Executive approve the agreement and forward to the Board of Commissioners for their approval. If you have any questions, please contact me.

Respectfully,

Anthony M. Wickersham
Macomb County Sheriff



CONTRACT REVIEW ROUTING FORM

November 2015
REV 4

ORIGINATING DEPARTMENT INFORMATION

Department Leader: Sheriff Anthony Wickersham	Department: Sheriff's Office	Date: 10/12/2017
Contract Contact Person: Captain Walter Zimny	Contact Phone Number: 307-9348	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Captain Zimny for Pick Up: # 307-9348

CONTACT INFORMATION

Contract Title: Inmate Telephone Services Agreement			
Vendor Number (if known): V-02295	Vendor Name: Inmate Calling Solutions, LLC	Vendor Disclosure Form Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> IFAS <input type="checkbox"/> No (N/A)	
Original Contract Amount: \$	Amendment Amount: \$	Total Amended Contract Amount: \$ 0.00	Funding Source - Org Key / Object - (If known):
Contract Begin Date: 10/11/2012	Amendment Date: 10/11/2017	Contract End Date: 10/11/2020	Targeted Committee Date:
Contract: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any): 1. Commission rate change to 68% 2. Duration of contract extension 10/11/2017 through 10/11/2020		Amendment Number: Number 3
Contract Bid: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If not bid out, please explain: Request for contract extension	Lowest Bid: If not lowest bid, please explain: <input type="checkbox"/> Yes NA <input type="checkbox"/> No	
Bid Number:	How many bidders responded?	Winning bidder Macomb County Entity: <input type="checkbox"/> Yes <input type="checkbox"/> No - Explain:	

Contract Synopsis:
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In return for the contract extension the Macomb County Jail will receive:

1. An increase of the commission rate set forth in Exhibit D of the Agreement to 68%
2. ICS will provide a one-time "Technology Grant" in the amount of \$130,000.00 for technological support to the Sheriff's Office
3. The KCN Edge Exchange software enhancement to the visitation/communication units at no additional cost.
4. Word Detective™ with phonetic keyword search technology. This software enhancement will alert staff to possible threats to the safety and security of the facility and occupants.

The Sheriff's Office continues to benefit from a very stable phone and video visitation platform of services provided by ICS. Due to this reliable and proven platform complaints from the public and inmates are nearly nonexistent. In addition, ICS provides a designated on site technician Monday through Friday to address any hardware or software concerns. This technician is extremely valuable with the relocation of equipment during the ongoing renovation projects within the jail. This service provides seamless and continuous phone and video visitation for the jail population.

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Sheriff Wickersham is asking that the Office of the County Executive approve the agreement and forward to the Board of Commissioners for their approval.

OTHER CONTRACT INFORMATION

CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.

PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):

- 1. AWARDED A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE.
- 2. AWARDED A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION.
- 3. AWARDED A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT.
- 4. AWARDED A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH.
- 5. EMPLOYER PAID FRINGE BENEFITS.
- 6. COLLECTIVE BARGAINING AGREEMENTS.
- 7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.



CONTRACT REVIEW ROUTING FORM

November 2015
REV 4

ORIGINATING DEPARTMENT INFORMATION

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Contract Contact Person: Captain Walter Zimny	Contact Phone Number: 307-9348	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Captain Zimny for Pick Up: # 307-9348

CONTACT INFORMATION

Contract Title: Inmate Telephone Services Agreement	<input type="checkbox"/> GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> Funded	Return By Date:
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DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

DOES THIS INVOLVE TECHNICAL SUPPORT RELATED TO HARDWARE OR SOFTWARE? If No, Skip this step.

NEW IT Dept.
Authorization

- Yes, Send to IT. Chief Information Officer review/approval is REQUIRED.
- Approved
- Approved with changes
- Rejected and Return to Requesting Department
- _____
Authorized Signature
- _____
Date

1. RISK & CONTRACT MANAGEMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
REQUESTING DEPARTMENT

Authorized Signature

Date

Department
Received Stamp:

2. FINANCE DEPARTMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Authorized Signature

Date

Department
Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Authorized Signature

Date

Department
Received Stamp:

4. OFFICE OF COUNTY EXECUTIVE -

- Approved
- BOC Review Required
-
- Approved with changes
- Rejected - RETURN TO

RISK & CONTRACT MANAGEMENT

Authorized Signature

Date

Department Received
Stamp:

**AMENDMENT No. 3 to the
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment No. 3 to the Inmate Telephone Services Agreement dated 10/11/2012, as previously amended, (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Macomb County, Michigan** effective as of October 1, 2017 ("Amendment Date").

Whereas, the parties wish to further amend the Agreement as follows:

1. The Initial Term of the Agreement is hereby amended to be through October 10, 2020. The optional renewal terms, set forth in Section 1 of the Agreement, shall continue to apply.
2. The Equipment, as more fully described on Exhibit B to the Agreement, is hereby amended to add the following:
 - 3 x additional video visitation units (to be returned upon completion of County's facility renovations)
 - KCN Edge Exchange feature for all visitor visitation units at no cost to County
 - Word Detective™ with phonetic keyword search technology
3. The Commission rate, set forth in Exhibit D to the Agreement, is hereby amended to be 68%.
4. ICS shall also provide for County a one-time 'Technology Grant' in the amount of \$130,000.00, which may be used to reimburse County, or pay on County's behalf, for any technological support or products deemed appropriate in the County's Sheriff's reasonable discretion.
5. County may, through its Sheriff's office and upon written notice to ICS, reduce the service fee charged to consumers for remote video visitation from \$15.00 per 30-minute session to \$12.00 per 30-minute session.
6. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC
d/b/a ICSolutions**

Macomb County, Michigan

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)


**AMENDMENT NO. 2 to the
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 2 to the Inmate Telephone Services Agreement dated October 11, 2012, is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and **Macomb County, MI** (the "County") effective as of full execution hereof. Whereas, the parties agree as follows:

1. The Equipment and Services under the Agreement are hereby amended to include the following additional systems and features:
 - Deploy Remote Video Visitation (ICS shall provide necessary bandwidth).
 - At County's request, ICS shall install necessary control workstation, hardware and software (not to exceed \$2400.00). ICS will complete any necessary cabling & wiring to activate video control services for site administrator and Duty Station 1.
 - Cost for aforementioned will be deducted from amounts otherwise due to County.
 - ICS shall be responsible for all service, maintenance, training and fiduciary funding related to Remote Video Visitation.
2. Remote visitation shall be priced at \$0.50 per minute and charged in 30 minute increments and deployed on a 50/50 Revenue share basis whereby each party shall be entitled to 50% of any fees collected for Remote Visitation.
3. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the dates set forth below:

Inmate Calling Solutions, LLC



(Signature)

BRENDAN PHILBIN

(Printed Name)

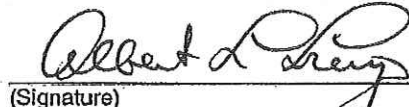
VICE PRESIDENT

(Title)

8/11/14

(Date)

Macomb County, MI



(Signature)

(Printed Name)
Dr. Albert L. Lorenzo
Assistant Macomb County Executive

(Title)
9/11/14

(Date)

**AMENDMENT NO. 1 to the
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 1 to the Inmate Telephone Services Agreement dated October 11, 2012 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Macomb County, Michigan** (the "Facility") effective as of November 1, 2012 ("Amendment Date").

Whereas, as further mutual consideration for the rights and obligations under the Agreement, the parties agree as follows:

1. ICS shall periodically, at such times and in such quantity as may be mutually agreed upon by the parties, provide to Facility, at no cost to Facility, "Debit Calling Cards" each having a face value of \$1.00 and with which inmates, or other persons having access to the inmate phones at a Service Location, can make up to 5 minutes of prepaid phone calls at the rate of \$0.20 per conversation minute. Facility may distribute such Debit Calling Cards at its sole discretion. Facility shall not charge any amount to recipients of Debit Calling Cards and Facility shall not receive any commissions related to Debit Calling Card usage.

Terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement. Except as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives on the dates set forth below, to be effective as of the Amendment Date first set forth above:

Inmate Calling Solutions, LLC



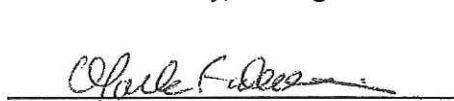
(Signature)

Brendan Philbin
(Printed Name)

Vice President Business Development
(Title)

October 30, 2012
(Date)

Macomb County, Michigan



(Signature)

MARK F. DELIDIA
(Printed Name)

Deputy County Executive
(Title)

11-28-12
(Date)

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Macomb County, Michigan (the "Facility") having its principal address(es) as set forth on Exhibit A, attached hereto.

- 1. Term of Contract.** This Agreement shall commence upon the date inmates within the Facility begin placing telephone calls from the Equipment, which has been estimated to be October 11th 2012 (the "Cutover Date") based on this Agreement being fully executed not less than 15 days prior to such date. This Agreement shall remain in force and effect for five (5) years from the Cutover Date. This Agreement may be renewed for two (2) additional terms of one (1) year upon written notice to the other party. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. In the event Facility terminates the Agreement prior to the completion of the initial five year term, then Facility shall reimburse ICS for the unamortized portion of the cost for the VizVox System. The five year amortized schedule is attached (See exhibit E). If the Facility terminates the agreement due to ICS's failure to perform or for just cause, reimbursement to ICS will not apply. Upon termination of this Agreement, Facility shall immediately cease use of any ICS Equipment provided hereunder.
- 2. Scope of Services.** ICS shall provide comprehensive Inmate calling and visitation services for the Macomb County Jail ("Facility") according to the terms and provisions of: a) this Agreement, b) applicable laws, and c) ICS's Proposal to Macomb County RFP #04-12, as amended.
- 3. Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets and computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment will be new, and shall be installed by properly trained personnel and in a good, workmanlike manner. The hardware components of Equipment identified in Exhibit B under "VizVox Video Visitation System" shall become the property of the Facility upon expiration of the initial five (5) year contract term, or if unamortized balance is paid by Macomb County as indicated above in paragraph #1. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate Equipment, which is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 4. Alteration and Attachments.** Facility shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by Facility without the express written permission of ICS.
- 5. Training.** ICS shall provide on-site training plus internet-based training at no cost to Facility. Additional training may be provided upon Facility's request based on availability of ICS.
- 6. Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer.
- 7. Commissions to Facility.** ICS will install, operate and maintain all Equipment, installed at Service Locations, at no charge to Facility. ICS will pay Facility the commission amounts set forth on Exhibit

D, attached hereto (collectively the "Commissions"), in consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment servicing the Facility. No Commissions shall be paid to Facility on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to Facility on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by Facility or wired to an account designated in writing by Facility for such purpose.

Facility agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on Facility maintaining an average daily inmate population of not less than 1,000 with access to telephones materially consistent with industry practice.

8. Facility shall:

- a. Advise ICS of any Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telephone services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide access to existing power and power source, at no cost to ICS, and (the existing) operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to Facility's Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

9. Law and Venue. The domestic law of the State of Michigan shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder.

10. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth above unless otherwise communicated in writing.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by Facility hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The Facility represents and warrants that it has the legal authority to make decisions concerning the provisions of space for

telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

12. **Risk of Loss.** ICS shall relieve Facility of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Facility shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of Facility, its employees or others under Facility's supervision.
13. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
14. **Assignment.** ICS may sub-contract service, installation and billing duties, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
15. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
16. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third party claims.
17. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
18. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and Facility shall be construed and enforced accordingly.
19. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Facility.

20. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
21. **Warranty.** Subject to Facility's compliance with its obligations hereunder, Equipment shall be new and free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to Facility in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Facility shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As Facility's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by Facility with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to Facility a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by Facility. Such license is specific to the Facility and Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of Facility to Use the Enforcer[®] software will expire and terminate. Facility will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** ICS shall bear responsibility for its own taxes only and such other costs and expenses arising in connection with the performance of its obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.
- ICS shall provide certificates evidencing the above coverage amounts upon request from Facility.
27. **Application to Similar Parties.** The parties acknowledge that certain counties within the same State as Facility (each an "Affiliated County") may wish to obtain equipment and related services substantially similar to the Equipment and related services set forth herein. ICS may, at no cost or obligation to Facility, enter into a definitive agreement with an Affiliated County and incorporate the terms and conditions of this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC

Brendan Philbin
(Signature)

BRENDAN PHILBIN
(Printed Name)

VICE PRESIDENT
(Title)

10-12-12
(Date)

Macomb County, Michigan

Mark F. DeLeon
(Signature)

MARK F. DELEON
(Printed Name)

DEPUTY COUNTY EXECUTIVE
(Title)

9-28-12
(Date)

Exhibit A – Facility Addresses

Principle Business Address (used for all notices hereunder):

Macomb County Executive Offices
Mark Deldin, Deputy County Executive
One South Main Street – 8th Floor
Mount Clemens, Michigan 48043

Macomb County Jail
Michelle Sanborn, Jail Administrator
43565 Elizabeth Road
Mount Clemens, MI 48043

Facility Location/Equipment to be shipped to:

Macomb County Jail
43565 Elizabeth Road
Mount Clemens, MI 48043
Attn. Michelle Sanborn, Jail Administrator

Commissions to be paid to:

Macomb County Finance Department
Bill Hegarty, Finance/Internal Audit Director
10 North Main Street – 12th Floor
Mount Clemens, Michigan 48043

Exhibit B – Equipment

ICS shall provide the following services, equipment and configured features:

Enforcer® Centralized Call Processing System

- o Monitoring & Recording of Inmate Telephones
- o Interface to JMS for Inmate ID/PIN Information
- o Interface to Commissary provider for Debit Purchases
- o Investigator™ Pre-Call Voice Print Technology
- o Keyword Search powered by Nexidia
- o Automated Grievance Reporting & Response
- o 148 x Inmate Telephones
- o 1 x Inmate Cart Phone
- o 1 x TDD/TTY Device
- o 2 x Workstations
- o 1 x Equipment Rack
- o 7 x Adtran IP Gateways
- o 1 x Managed Switch
- o 1 x Firewall
- o 1 x UPS + Power Management Module
- o 1 x Cable Connector Package

VizVox Video Visitation System

- o 69 x Watchman G3 Inmate Units
- o 14 x Watchman G3 Visitor Units
- o 7 x Watchman G3 Units (Available upon request)
- o VizVox Servers & Network Switches
- o VizVox Visitor Registration Module
- o VizVox Visitation Scheduling Module
- o VizVox Control Workstation
- o JMS Interface
- o Commissary Interface
- o Visitation Monitoring & Recording
- o VizVox 3TB Storage Server
- o Cabling, Conduit, Installation & Training
- o Spare/Replacement Parts (Inventory kept on-site in secure location)
- o System Support & Maintenance through term of Agreement & any renewal term.

Services

- o Full-Time Site Administrator

Optional Features (select as applicable)

- o Investigator PRO™ Voice Biometrics YES NO
 - \$0.25 Non-Commissionable License Fee added to each call

- o Inmate Voicemail YES NO
 - \$1.00 Per Voicemail charged to Consumer
 - 50% Commission Paid to Facility

Exhibit C – Call Rates

The following rates apply to Collect, Prepaid Collect, Debit & Calling Card calls from Service Locations:

Discounted Calling Rates		
Call Type	Surcharge	Per Minute Charge
Local	\$2.00	\$0.25
Intra-LATA	\$2.00	\$0.25
Inter-LATA	\$2.00	\$0.35
Intrastate	\$2.00	\$0.35
Interstate	\$2.00	\$0.45
International (Debit Only)	\$4.00	\$1.00

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Additional Fees:

Bill Statement Fee: \$2.49 per Month (Collect Only)
Prepaid Account Funding Fee: \$6.95 per Transaction
Refund Fee: \$2.99 per Refund

Exhibit D – Commissions

ICS shall pay to Facility a Commission of 66.1% of the gross revenue for all call types generated from Facility's Service Locations.

Note: *Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.*

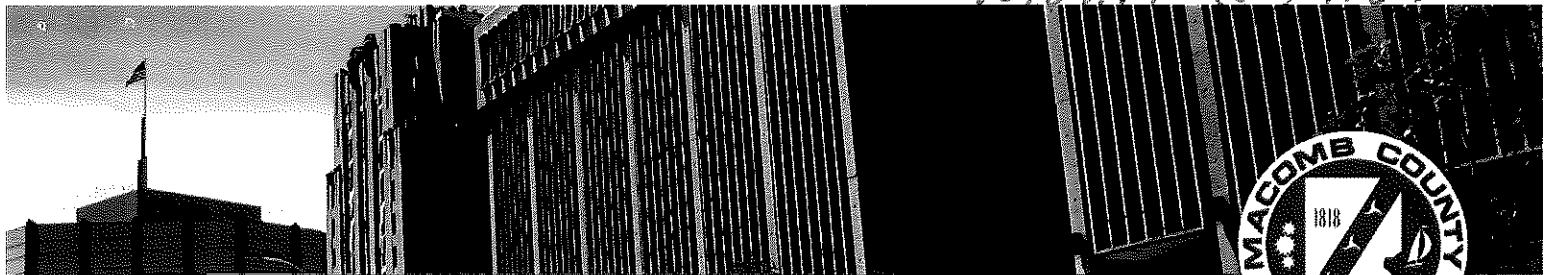
Exhibit E

VizVox Amortization Schedule

VizVox Hardware	\$ 66,300.00
VizVox Software	\$348,748.00
Network Components	\$ 29,473.00
Turnkey Installation	\$152,825.00
Shipping Expense	\$ 4,700.00
Total Deployed Cost	\$602,046.00
Extended Maintenance (5 Years)	\$ 66,400.00
Total Cost including Maintenance	\$668,446.00

60 Month Amortization @ \$11,140.77 per Month

10/24/17 @ 1:06



Macomb County Board of Commissioners

Bob Smith – Board Chair

Jim Carabelli – Vice Chair

Elizabeth Lucido – Sergeant-At-Arms

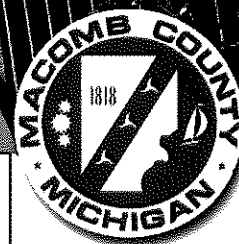
District 1 – Andrey Duzyj
District 7 – Don Brown

District 2 – Marv Sauger
District 8 – Phil Kraft

District 3 – Veronica Klinefelt
District 10 – Rob Leonetti

District 4 – Joe Romano
District 11 – Kathy Tocco

District 5 – Rob Mijac
District 13 – Leon Drolet



DATE INITIATED:

AGENDA ITEM: Inmate Telephone Services Agreement

COMMITTEE MEETING: BOC - Joint - 11/07/2017

INTRODUCED BY: Chair Kathy Tocco

RECOMMENDATION SHEET

MOTION TO:

RECOMMENDED ACTION:

Concur with the Sheriff's request to approve a contract extension with Inmate Calling Solutions, LLC (ICS) provider of inmate phone and video visitations services for three (3) years 10/11/2017 through 10/11/2020 with an option to renew for two (2) additional terms of one (1) year upon written notice to the other party.

PURPOSE / JUSTIFICATION:

The Sheriff's Office continues to benefit from a very stable phone and video visitation platform of services provided by ICS. Due to this reliable and proven platform complaints from the public and inmates are nearly nonexistent. In addition, ICS provides a designated on site technician Monday through Friday to address any hardware or software concerns. This technician is extremely valuable with the relocation of equipment during the ongoing renovation projects within the jail. This service provides seamless and continuous phone and video visitation for the jail population.

- An increase of the commission rate set forth in Exhibit D of the Agreement to 68%
- ICS will provide a one-time "Technology Grant" in the amount of \$130,000.00 for technological support to the Sheriff's Office
- The KCN Edge Exchange software enhancement to the visitation/communication units at no additional cost.
- Word Detective™ with phonetic keyword search technology. This software enhancement will alert staff to possible threats to the safety and security of the facility and occupants.

FISCAL IMPACT / FINANCING:

- 1) Commission rate change increased to 68%.

- 2) Will provide a one-time "Technology Grant" in the amount of \$130,000.00 for technological support to the Sheriff's Office.
- 3) No cost to the County.
- 4) A continued revenue stream to the County through the contract duration.

FACTS AND PROVISION / LEGAL REQUIREMENTS

This amendment allows the Sheriff's Office an opportunity to continue to provide an avenue of communication between inmates, their families, friends and Legal Assistance. Methods of communication and visitation assist in the managerial oversight of the facility and the psychological well being of the jail population.

Original contract duration 10/11/12 - 10/11/2017 a period of five years with the option of two additional terms of one year.

IMPACT ON CURRENT SERVICES (PROJECTS):

The Sheriff's Office continues to benefit from a very stable phone and video visitation platform of services provided by ICS. Due to this reliable and proven platform complaints from the public and inmates are nearly nonexistent. In addition, ICS provides a designated on site technician Monday through Friday to address any hardware or software concerns. This technician is extremely valuable with the relocation of equipment during the ongoing renovation projects within the jail. This service provides seamless and continuous phone and video visitation for the jail population.

With the addition of "Edge Exchange and Word Detective" software enhancements ICS will allow for increased administrative functionality of a proven and efficient inmate phone and visitation system.

ADDITIONAL BACKGROUND INFORMATION (if needed):

The relationship between ICS and the Sheriff's Office continues to be beneficial to all parties while providing an affordable, effective and convenient avenue for telephone services and video visitation between the inmates lodged at the County Jail, the residents of Macomb County and surrounding areas.

ITEM APPROVAL TRACKING:

Sheriff	Created -
Finance	
Finance	
Corporation Counsel	
Executive	
Executive	
Board of Commissioners	
Board of Commissioners	

Committee Tracking

2017-11-07 JPS

2017-11-08 Finance
2017-11-09 Full Board



CONTRACT REVIEW ROUTING FORM

November 2015
REV 4

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Sheriff Anthony Wickersham	Department: Sheriff's Office	Date: 10/12/2017
Contract Contact Person: Captain Walter Zimny	Contact Phone Number: 307-9348	NOTE: Contracts are returned interoffice mail unless specified below. <input checked="" type="checkbox"/> Call Captain Zimny for Pick Up: # 307-9348

CONTACT INFORMATION		
Contract Title: Inmate Telephone Services Agreement	GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> Funded	Return By Date:

DEPARTMENT ROUTING & AUTHORIZATIONS
NOTES:

NEW IT Dept. Authorization

DOES THIS INVOLVE TECHNICAL SUPPORT RELATED TO HARDWARE OR SOFTWARE? If No, Skip this step.

Yes, Send to IT. Chief Information Officer review/approval is REQUIRED.

Approved
 Approved with changes
 Rejected and Return to Requesting Department

[Signature] _____ 10-17-17.
 Authorized Signature Date

1. RISK & CONTRACT MANAGEMENT -

Approved
 Approved with changes
 Rejected

RETURN TO REQUESTING DEPARTMENT *[Signature]* 10-19-17
 Authorized Signature Date

Department Received Stamp:
RECEIVED
 OCT 19 2017
 Risk & Insurance Division
 Finance Department

2. FINANCE DEPARTMENT -

Approved
 Approved with changes
 Rejected

RETURN TO RISK & CONTRACT MANAGEMENT *[Signature]* 10/19/17
 Authorized Signature Date

Department Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

Approved
 Approved with changes
 Rejected

RETURN TO RISK & CONTRACT MANAGEMENT *[Signature]* 19 OCT 2017
 Authorized Signature Date

Department Received Stamp:
RECEIVED
 OCT 19 2017
 CORPORATION COUNSEL

4. OFFICE OF COUNTY EXECUTIVE -

Approved
 BOC Review Required
 Approved with changes
 Rejected - RETURN TO RISK & CONTRACT MANAGEMENT

[Signature] 10-23-17
 Authorized Signature Date

Department Received Stamp:
EXECUTIVE OFFICE
 OCT 20 2017
RECEIVED