

DENNIS CONARD, SHERIFF

FI-2
01-05-10

Michael K. Brown
Chief Deputy Sheriff



Clifford G. Tebbitt
Jail Administrator

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December 15, 2009

Memo To: County Administrator Dee Bruemmer

From: Sheriff Dennis Conard 

REF: Inmate Telephone Vending Agreement Extension

Attached is a copy of a new contract to extend our current agreement with Inmate Telephone, Inc. for another two years.

As you may recall when the decision was made to not purchase the New World Jail Management software, as part of the S.E.C.C. records management package, it became necessary for our current jail management software provider and New World Systems Inc. to write an interface between the two programs.

Exhibit "A" is the proposal from New World Systems Inc. for their half of the interface. (Costs are reflected in S.E.C.C. budget) Exhibit "F" is the proposal from Inmate Telephone, Inc. Please note that there is no cost to the County for the interface and upgrades and our share of telephone revenue is increased.

The County Attorney's Office has reviewed the contract for legal sufficiency and the contract was sent to Matt Hirst for review.

I will be available to answer any questions the Board may have concerning this issue.

**EXTENSION NO. 1 TO
INMATE TELEPHONE, INC.
VENDING AGREEMENT**

THIS EXTENSION NO. 1 TO INMATE TELEPHONE, INC. VENDING AGREEMENT (hereinafter, "Extension Agreement") dated this 8th day of December, 2009, is entered into between Inmate Telephone, Inc., located at 4200 Industrial Park Drive, Altoona, PA 16602 (hereinafter, "ITI"), and Scott County Sheriff's Office, located at 416 West 4th Street, Davenport, IA 52801 (hereinafter, "Customer") (collectively, the "Parties").

WHEREAS, the Parties entered into a certain Inmate Telephone Vending Agreement on November 3, 2004, whereby ITI provides a non-coin operated telephone system for use by inmates at Customer's Facility (hereinafter, "Original Agreement");

WHEREAS the Original Agreement is set to expire on February 5, 2012; and

WHEREAS, the Parties desire to extend the term of the Original Agreement beyond its expiration date and to otherwise amend and supplement the Original Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINED TERMS:

Except as otherwise provided herein, the capitalized terms used herein shall have the same meanings as provided such terms in the Original Agreement.

2. TERM

The term of the Original Agreement shall be extended from the current renewal/expiration date of February 5, 2012 to February 5, 2014 (hereinafter, the "Initial Extension Term"). Beginning at the conclusion of the Initial Extension term, which is due to expire on February 5, 2014, this Extension Agreement will automatically renew for successive one (1) year terms, until cancelled by either party as per the terms and conditions of the Original Agreement.

3. COMPENSATION

A. ITI shall provide Customer with the incentives listed in **EXHIBIT F** for Customer's use during any remaining term of the Original Agreement and the Initial Extension Term. All incentives listed in **EXHIBIT F** shall remain the property of ITI through the end of the Initial Extension Term. Repair and maintenance of any equipment listed in **EXHIBIT F** shall be the responsibility of Customer, except that in the event any maintenance or repair falls within the original equipment manufacturer's warranty, ITI shall cooperate with Customer to effect such maintenance and/or repair. All other repair and maintenance during any remaining term of the Original Agreement and the Initial Extension Term shall be performed by an ITI technician. Customer will be charged for such repairs and maintenance at ITI's standard rates, including travel and expenses, unless Customer has entered into a yearly Hardware Maintenance Agreement with ITI, in which case the terms of the separate agreement shall govern any maintenance and/or repair. Customer is responsible for maintaining and/or replacing any toner cartridges, ribbons, paper, and other like consumables that are utilized by the equipment installed by ITI.

B. Customer agrees to insure the equipment listed in **EXHIBIT F** against the risk of loss commencing when Customer receives the equipment and continuing until such time as ownership of said equipment is transferred to Customer pursuant to this Extension Agreement. Customer further agrees to name ITI as an additional insured on the policy insuring that risk until such time as ownership of the equipment is transferred to Customer. Customer shall provide ITI with proof of insurance within thirty (30) days of receiving the equipment.

C. Within thirty (30) days after the completion of the Initial Extension Term, unless Customer has already exercised its option to purchase the equipment pursuant to this Extension Agreement, ITI shall transfer ownership to Customer of the equipment listed in **EXHIBIT F**, at no charge to Customer.

D. In the event Customer terminates the Original Agreement or this Extension Agreement prior to the end of the Initial Extension Term (February 5, 2014) then Customer agrees to purchase all items listed in **EXHIBIT F** for the purchase price of Seventy-Four Thousand, Four Hundred Dollars and Zero Cents (\$74,400.00) less any credits earned. Credits are calculated as follows: Upon completion of each calendar month of operation under this Extension Agreement, beginning on February 5, 2012, and ending on February 5, 2014, Customer shall earn a credit of Three Thousand, One Hundred Dollars and Zero Cents (\$3,100.00) towards the purchase of all items listed in **EXHIBIT F**. At no time will any

credit(s) have any cash redemption value, nor may they be applied to any other item(s) under this Agreement.

E. Customer may at any time after the execution of this Extension Agreement purchase the items listed in **EXHIBIT F** at the agreed upon price of Seventy-Four Thousand, Four Hundred Dollars and Zero Cents (\$74,400.00) minus any earned credit(s). Upon transfer of ownership to Customer of said items any accrued credit(s) will be lost and no additional credits will accrue from that time forward.

F. Upon execution of this First Extension Agreement, ITI will immediately begin to pay Customer Forty (40.00 %) percent of the gross billed revenue generated by calls made from the NCOTS at the Facility. All commission payments shall be final and binding upon Customer unless written objection thereto is received by ITI within sixty (60) days of mailing of the commission payment to Customer by ITI.

G. Except as expressly agreed in writing (whether in this Extension Agreement, the Original Agreement, or a separate document), all phones, phone-related equipment, hardware and software installed by ITI, including the NCOTS, shall remain the property of ITI, and Customer warrants and represents that it shall not transfer, encumber, pledge, remove, relocate or grant any interest in the NCOTS, or any component thereof, without the express written consent of ITI. In the event of termination of this Extension Agreement for any reason, Customer agrees to allow ITI access to the Facility in order to remove all equipment, hardware, and software which belongs to ITI. ITI agrees to remove its equipment within thirty (30) days after termination of the Extension Agreement.

4. PROVISIONS RELATING TO INTELLECTUAL PROPERTY

A. Confidentiality. Each party to this Agreement acknowledges that during the course of the Agreement (or any renewals or extensions thereof), a party may disclose to the other party certain information and materials that are nonpublic, confidential, and proprietary in nature to the disclosing party (the "Proprietary Information"). The Parties agree that any Proprietary Information will be kept confidential and used by receiving party only in connection with this Extension Agreement for purposes of installing, operating and/or maintaining the NCOTS and the Offender Management System (the "Permitted Purpose"), and the receiving party will not use the Proprietary Information in any way detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with the Permitted Purpose may access and

view the Proprietary Information; provided, however, that such employees or representatives have executed non-disclosure agreements that substantially conform to this Extension Agreement. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information. Moreover, the receiving party agrees that it will not reverse engineer or disassemble, make or cause to be made derivative works of any kind from, or make copies of, the Proprietary Information, absent express written permission of the disclosing party. In the case of the hardware and software incorporated into the NCOTS and the Offender Management System, the Parties agree that all such hardware and software is Proprietary Information (except to the extent visible without disassembly). The receiving party acknowledges and agrees that any and all Proprietary Information (including any intellectual property rights therein) is and will remain the sole property of the disclosing party.

B. Limited License. Customer acknowledges that the NCOTS and the Offender Management System incorporate confidential and proprietary hardware and software of ITI, which includes patented, patent pending, and/or copyrighted technology ("ITI's Proprietary Technology"). This Agreement entitles Customer to use ITI's Proprietary Technology solely for the operation of the NCOTS and the Offender Management System. No license, express or implied, in ITI's Proprietary Technology is granted to Customer other than to use ITI's Proprietary Technology in the manner and to the extent required for the operation of the NCOTS and the Offender Management System.

C. Ownership of Intellectual Property. Customer acknowledges and agrees that any and all intellectual property rights in ITI's Proprietary Technology is and will remain the sole property of ITI.

D. Restrictions. Customer agrees that it will not reverse-engineer, disassemble or decompile any equipment, component, or software which is part of the NCOTS and/or the Offender Management System.

E. No Source Code License. To the extent that the licenses hereunder reach any software, Customer acknowledges and agrees that the licenses granted hereunder extend solely to such software in object form only, and that nothing in

this Agreement shall be construed as granting any license whatsoever to the underlying source code that is used to generate the any such software.

5. LIABILITY

A. EXCEPT AS OTHERWISE PROVIDED IN THIS EXTENSION AGREEMENT, ITI SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, CALL RECORDINGS, OR CALL DETAIL INFORMATION, OR LOST PROFITS, OR FOR ANY OTHER LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE ITI'S NCOTS, RECORDING EQUIPMENT, INMATE TELEPHONE MANAGEMENT SYSTEM HARDWARE OR SOFTWARE, OR THE EQUIPMENT OR SOFTWARE PROVIDED UNDER EXHIBIT A, OR FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ITI'S MAXIMUM LIABILITY UNDER THIS EXTENSION AGREEMENT AND/OR THE ORIGINAL AGREEMENT SHALL BE LIMITED TO THE TOTAL OF ALL SUMS TO BE RECEIVED BY ITI UNDER THIS EXTENSION AGREEMENT.

6. MISCELLANEOUS

A. Other provisions. The Parties hereby ratify all terms and conditions of the Original Agreement, and except as otherwise expressly modified herein, the Original Agreement shall remain in full force and effect in accordance with its terms. All terms and conditions set forth in the Original Agreement apply to this Extension Agreement except as expressly modified herein.

B. Modifications. This Extension Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by a representative of each party who has legal Authority to enter such agreement.

C. Authority.

(1) Each party to this Extension Agreement warrants and represents that the party has the unrestricted right and requisite authority to execute, deliver and perform under this Extension Agreement. Each party further warrants and represents that the execution of this Extension 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 Extension Agreement have been taken, passed and/or obtained.

(2) Each party to this Extension Agreement warrants and represents that the party has the unrestricted right and requisite authority to ratify the Original Agreement and to deliver and perform under the terms of Original Agreement. Each party further warrants and represents that the signatory below has been duly authorized and has the legal authority to enter a binding ratification of the Original Agreement on behalf of the party, and that all actions, resolutions and/or express authorizations required to be obtained prior to such ratification have been taken, passed and/or obtained.

D. Entire Agreement. This Extension Agreement, including **EXHIBIT F**, contains the entirety of the agreement between the Parties hereto concerning the subject matter herein and replaces any existing agreements, oral or written, between the Parties concerning such subject matter.

E. Counterparts. This Extension 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.

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

CUSTOMER

INMATE TELEPHONE, INC.

By: _____

By: _____

Name: _____

Name: Anthony R. Bambocci

Title: _____

Title: President / CEO

Witness:

Witness:

By: _____

By: _____

Name: _____

Name: Anthony J. Pellegrino Jr.

EXHIBIT A

Name	DSI Interface for global subject information
Short Description of Interface or Custom Modification	New World will provide an interface that will pull global subject information and the associated photo from DSI jail management to populate our global subject file. New World will also provide the ability to create an agency defined alert on this global subject to indicate this subject record is the result of a booking.
Data Source	DSI
Target	NWS RMS
Interface Direction	One Way Import
NWS Interface	Custom Interface – not previously developed
External System Interface	DSI Jail Management
Detailed Description	New World will provide a service to pull DSI CMS information. The interface will look to a configurable network location and pull over booking information that DSI has exported to a directory on the network. The interface will take the information and write a global subject record and create an alert on that global subject to indicate that this global subject record is the result of a booking. New World will also pull the photo that corresponds with the subject and create a standard mugshot photo for that subject. The interface will work off standard configuration criteria to determine whether to add or update a global subject record.
Protocol/Transport	LAN based file import via web service
Data Formats	XML
3rd Party Requirements	DSI will need to export their booking information and mugshot photo to a directory accessible by the New World application server.
NWS Tasks	<ul style="list-style-type: none"> • Work with agency to define scope and functionality of interface • Develop functional specification for approval • Install, configure, and test interface
Customer Tasks	<ul style="list-style-type: none"> • Work with NWS to define scope and functionality of interface • Customer responsible for obtaining technical specifications and any necessary 3rd party technical contacts • Have resource available to review and approve interface design • Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system
Comments	Need to confirm DSI has the ability to export booking data to include global subject and mugshot in some configurable manner or support an API to export data.
Solution Consulting Estimate	
Solution Consulting Comments	

EXHIBIT F

INSTALLATION

Quantity	Description	Unit Cost	Ext. Cost
2	Days Installation of Evolution (To Be Completed Prior to March 31, 2010)	\$1,000.00	\$2,000.00
8	Days Training on OMS Evolution (To Be Completed Prior to March 31, 2010)	\$1,000.00	\$8,000.00
4	Days Go-Live Support on OMS Evolution	\$1,000.00	\$4,000.00
3	Days Data Conversion from PowerBuilder OMS to Evolution	\$1,000.00	\$3,000.00
80	Project Management Services	\$135.00	\$10,800.00
TOTAL INSTALLATION FEES			\$25,800.00

INTERFACES

Quantity	Description	Unit Cost	Ext. Cost
1	RMS - DSI Evolution OMS Interface, As defined within the email dated 10/28/2009 - 10:35am	\$25,000.00	\$25,000.00
TOTAL INTERFACE FEES			\$25,000.00

ESTIMATED TRAVELING AND LIVING EXPENSES

20	Hotel - \$120.00 per day for one individual	\$120.00	\$2,400.00
20	Food - \$45.00 per day for one individual	\$45.00	\$900.00
5	Airfare - \$500.00 roundtrip for one individual	\$500.00	\$2,500.00
20	Car Rental - \$65.00 per day	\$65.00	\$1,300.00
TOTAL ESTIMATED TRAVELING AND LIVING EXPENSES			\$7,100.00

YEARLY FEES YEAR ONE

Quantity	Description	Unit Cost	Ext. Cost
10	Business Hour Technical Support (Excluding Holidays)	\$75.00	\$750.00
5	CDI Probation & Parole Systems	\$500.00	\$2,500.00
1	RMS - DSI Evolution OMS Interface, Bi-directional	\$5,000.00	\$5,000.00
TOTAL YEARLY FEES			\$8,250.00

YEARLY FEES YEAR TWO

Quantity	Description	Unit Cost	Ext. Cost
10	Business Hour Technical Support (Excluding Holidays)	\$75.00	\$750.00
5	CDI Probation & Parole Systems	\$500.00	\$2,500.00
1	RMS - DSI Evolution OMS Interface, Bi-directional	\$5,000.00	\$5,000.00
TOTAL YEARLY FEES			\$8,250.00

TOTAL INVESTMENT SUMMARY

	INTERFACE FEES		\$25,000.00
	INSTALLATION FEES		\$25,800.00
	TRAVEL AND LIVING EXPENSES		\$7,100.00
	YEARLY FEES		\$16,500.00
GRAND TOTAL			\$74,400.00

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

January 5, 2010

APPROVAL OF INMATE TELEPHONE VENDING AGREEMENT
TWO-YEAR EXTENSION

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the Inmate Telephone, Inc. Vending Agreement two-year extension is hereby approved.

Section 2. This resolution shall take effect immediately.