



Muscatine County Iowa
JAIL SERVICE AGREEMENT

THIS AGREEMENT, by and between Muscatine County, Iowa, a political subdivision of the State of Iowa, hereinafter referred to as the "Facility" and T.W. Vending Inc, d/b/a TurnKey Corrections, hereinafter referred to as "Provider" (each a "Party" and collectively, the "Parties").

WHEREAS, the Facility seeks to enter into an agreement for inmate services, and

WHEREAS, Provider is capable of providing such services to the Facility and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement, the Facility and Provider hereby agree as follows:

DATE AND TERMS

1. Effective Date of Contract

This Agreement shall be effective six weeks after date of signed contract or the date of activation of commissary services by the Provider, whichever occurs later ("Effective Date").

2. Term of Contract


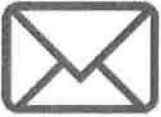


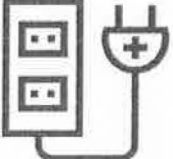
Except as otherwise provided herein, the Parties agree that the term of this Agreement shall be for a period of four (4) years, beginning on the first day of the first full calendar month following the month in which the Provider's system becomes operational at the Facility. This Agreement may be extended upon the same terms and conditions for up to three (3) successive one year terms only upon written agreement executed by both Parties prior to the expiration of the then-current term.

3. Scope of Services

Provider shall install the equipment identified below and Provider's administrative software, known as the TEAM software system, at the Facility.

Trust Accounting Software: As requested by the Facility, Provider shall furnish, install, repair, and maintain trust accounting software at the Facility.



	<p>For off site visits, each visit will cost \$0.39 per minute to the general public. Visits performed from lobby public visitation stations will incur no cost to the County or the public. (*See notes above for Lobby Visitation) This is an optional service.</p>
<p>Inmate E-Mail/ SMS/Picture Mail Costs</p> 	<p>Inmate E-Mail will cost \$0.25 per message sent. SMS will cost \$0.13 per message sent. Picture Mail will cost \$0.31 per picture sent. This is an optional service. County will earn 25% commission on each of these services. (see commission rate below)</p>
<p>Inmate Telephone Service</p> 	<p>Provider will install kiosks and/or corrections grade inmate telephones at locations in the Facility mutually agreed upon by the Facility and Provider. Provider shall sell phone time to the Facility at a base rate of \$0.09 per minute for US and Canada. \$0.13 per minute for out of Country. The Facility may charge rates above the base rate for telephone service (but not in excess of amounts allowed by law) and the Facility shall retain the difference between the amount charged and the base rate, less applicable taxes.</p> <p>Cost to the Facility for Provide to install kiosks/telephones: \$0</p>
<p>Other features available</p> 	<p>The Facility will be able to use all features offered by the Provider, including paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and many other features.</p> <p>Cost for using these features: \$0.</p>
<p>Vending Machines</p>	<p>3 (three) sets (1 soda and one candy) of vending machines will be installed in your facility. Cost to the facility: \$0</p>
<p>Installation Costs</p> 	<p>TKC does not charge the jail for installation minus the jail is responsible for providing electrical and data connections at the location of the kiosks in the pods.</p>



- C. The Facility will determine parameters necessary for visitors to be automatically approved and allowed to schedule a visit, if necessary. Visiting hours can also be set for the facility both as a whole and to specific pods.
- D. Visitors, inmates, groups and pods can all be tagged for real-time review by outside agencies and the Facility's administration.
- E. Privileges may be revoked or suspended at any time for any reason for any user.
- F. The Facility's staff can be assigned various authority levels to maintain integrity and security of the system.
- G. There are no servers located at the Facility.
- H. All recordings are maintained on Provider's server for 90 days. The Facility is notified of recordings scheduled to be deleted on a monthly basis and, unless Provider is notified, recordings are deleted.

Inmate Email

- A. Messages can be sent both internally and externally. (Inmates are not allowed to email other inmates in the facility)
- B. Ability to send and receive email can be blocked for internal and external parties for any reason at any time.
- C. Screening system is in place to identify and block inappropriate words.
- D. Messages can be sent to administrative queue for review before delivery to internal or external parties or be scored in an automated fashion and delivered directly to the inmate if below a score threshold, or routed to a queue for review if above a score threshold.
- E. All messages are saved and kept for the term of the Agreement and four years after the Agreement terminates.
- F. Messages are sent from and delivered to inmate kiosk; thus, no paper involved.
- G. Indigent credit programs are available to dramatically reduce indigent postage expense.
- H. All emails messages are property of the Facility.

Account Management

- A. Easy-to-use interface walks users through account creation (booking) and account close (release) processes.



The Parties agree to cooperate and perform all tasks necessary and desirable in order to facilitate the services contemplated by this Agreement.

4. Changes in Features, Fees and/or Prices

During the term of this Agreement, economic conditions may dictate that prices for commissary products be adjusted. Facility acknowledges this fact and consents to any such price adjustments. Provider will communicate all price adjustments to Facility verbally and in writing at least 15 days in advance of price adjustments taking effect. Provider agrees not to adjust prices more than three times annually.

In addition to adjustment of commissary product prices, economic conditions may require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility verbally and in writing at least 30 days in advance of fee adjustments taking effect. Provider agrees not to adjust fees more than once annually.

Provider may provide care packages to inmates when they are booked in at the Facility at a price agreed upon by both Parties based on item requirements.

Provider will offer the features designated in this Agreement for the full term of the Agreement, with one exception. In the event that a feature offered by Provider becomes the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility. The Facility agrees that in such circumstance, Provider will not be considered in breach of this Agreement.

5. Compensation and Terms of Payment

The Facility's authorized agent shall have the authority to review and approve invoices issued by the Provider. Payments to Provider shall be made within thirty (30) days after receipt of the invoices.

6. Condition of Payment

Should Provider's provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider is in compliance with such laws.

7. Authorized Agents

The Facility shall appoint an authorized agent for the purpose of administration of this agreement. Authorized agents for the Provider are:

Robert Allen – General Information



Bodily Injury by Disease: \$100,000 each Employee

Bodily Injury by Disease: \$500,000 policy limit

c. Benefits required by union labor contracts: As applicable

B. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

\$2,000,000 Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$2,000,000 Personal Injury & Advertising Injury

\$2,000,000 Occurrence

\$ 100,000 Fire Damage Limit

\$ 20,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

C. Commercial Auto Liability

Minimum limits of liability shall be:

If split limits: \$1,500,000 each person/\$2,000,000 each occurrence

\$1,500,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

D. Proof of Insurance

Insurance certificates evidencing that the above insurance in the amounts required shall be submitted to the Facility for examination and approval prior to the execution of this Agreement. The insurance certificate shall name the Facility as an additional insured and specifically provide that the certificate shall not be modified, canceled or non-renewed except upon thirty (30) days' prior written notice to the Facility. Facility's failure to require or insist upon the certificates or other evidence of insurance does not affect Provider's responsibility to comply with the insurance requirements.

11. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the authorized agent of the Facility. Provider shall ensure and require that any subcontractor agrees to and complies with the terms of this Agreement. Any subcontractor of Provider used to perform any portion of this Agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor.

12. Force Majeure

The Facility and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement directly or indirectly caused by or resulting from strikes, labor troubles,



Pursuant to Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of new employees physically performing services at the Facility.

18. Notices

Any notices provided under this Agreement shall be given by enclosing same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein or to the authorized agent of the Facility as applicable.

19. Controlling Law

The laws of the State of Iowa shall govern all questions and interpretations concerning the validity and construction of this Agreement and the Parties' performance under the terms of this Agreement. The appropriate venue and jurisdiction for any litigation in state court will be those courts located in the State of Iowa. Any litigation filed in federal court shall be filed in the appropriate federal court within the State of Minnesota. Both Parties agree to participate in non-binding mediation prior to the filing of any claim in a court of law.

20. Successors and Assigns

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.

21. Limitation of Liability

In no event shall Provider be liable for any claimed lost profits or consequential damages arising out of or relating to the work and services provided under this Agreement.

22. Equal Employment and Americans with Disabilities

In connection with the provision of services contemplated under this Agreement, Provider agrees to comply with the applicable provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, by entering into this Agreement, Provider certifies that it has been made fully aware of Muscatine County Equal Employment Opportunity and Americans with Disabilities Act Policies.

23. Changes

The Parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, signed by the authorized representatives, and made part of this Agreement.



IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

MUSCATINE COUNTY

By CS Ryan
Muscatine County Sheriff

Date 4-25 2017

TURNKEY CORRECTIONS

By [Signature]
TIM WESTBY, CFO

Date 5-08, 2017