

COPY

AGREEMENT

Between

RSS TELCOM

And

DEKALB COUNTY, ILLINOIS

THIS AGREEMENT is made and entered into, by and between the DeKalb County Sheriff's Department (hereinafter "COUNTY") and RSS Telcom (hereinafter "CONTRACTOR").

WHEREAS COUNTY, whose address is 150 N. Main St., Sycamore IL 60178, desires to contract with RSS Telcom for the purpose of providing inmate telephone services in the DeKalb County Jail; and

WHEREAS CONTRACTOR, whose address is 8018 E. Santa Ana Canyon Road, Suite 100#163, Anaheim CA 92808-1102, is in the business of installing, operating, and managing inmate telephone systems and services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

TERM OF AGREEMENT

This Agreement shall commence upon October 1, 2010, of the equipment and service and shall remain in effect for twelve (12) months from this same date. The contract may be extended for an additional twelve month period by mutual consent thereafter.

CONTRACTOR agrees to:

1. Perform, and carry out in a satisfactory, timely and proper manner the services delineated in this Agreement and conform to such recognized high professional standards as are prevalent in the industry.
2. Provide, install and operate all equipment (11 inmate stations, 4 visitation phones, 1 router gateway, 1 PC workstation), software and

service (broadband data circuit) required for a state-of-the art inmate telephone system and service at no charge to the COUNTY.

3. Provide a 24/7 response to all maintenance issues by properly trained technicians in a manner consistent with the severity of the matter. Initial response via telephone or email will be provided to ascertain the exact nature of the issue. Further response will be in accordance with that necessary to provide resolution.
4. Provide all necessary information for security clearance for CONTRACTOR'S personnel and technicians who will need to gain access to the COUNTY jail two weeks prior to commencement of the actual work.
5. Coordinate access to facilities with jail staff and other COUNTY staff.
6. Comply with all the requirements of the Public Utility Commission and Federal Communications Commission. In all cases, rates will comply with State and Federal rules and regulations.

COUNTY agrees to:

1. Provide reasonable access to the extent necessary for maintenance or management services as long as the Contractor's and subcontractor's personnel and technicians abide by all training and security procedures required by Sheriff's Department staff.
2. Exercise reasonable supervision to safeguard said equipment against willful abuse and report and damage, service failure or hazardous conditions to CONTRACTOR.
3. Not allow any other provider, other than COUNTY'S own telecommunications department, to install, operate, maintain or co-locate any inmate telephone service or other calling system during the original term, or any renewal term, of this Agreement, at any premises covered under this Agreement.
4. Provide necessary power and power source, at no cost to CONTRACTOR, and provide suitable space accessible to inmate for use of the inmate phones.

5. Permit reasonable access to law enforcement facilities without charge or prejudice to employees or representatives, inmate telephone users, patrons or consignees.
6. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by CONTRACTOR.

## COMMISSIONS

1. In consideration of the COUNTY granting CONTRACTOR sole and exclusive rights for installation and operation of the equipment, software and services, CONTRACTOR will provide COUNTY with a commission of 60% of gross calling revenues from inmate Collect and Prepaid Collect calls originating from the Inmate Telephone System. Gross calling revenues shall be defined as to exclude any initial account setup or deposit processing fees paid by the calling parties, or taxes collected from calling parties, in the payment of calling accounts.
2. CONTRACTOR will provide commissions to COUNTY on a monthly basis on or before the 45<sup>th</sup> day following the month in which such commissions are earned. Commission payments will be accompanied by a monthly commission summary report.
3. CONTRACTOR shall also provide COUNTY with \$10.00 and \$20.00 face value Debit Calling Cards at a discount rate of 60%. Inmates using Debit Calling Cards will realize a 10% reduction in the debit calling rates versus the Collect calling rate specified by the County.
4. COUNTY agrees that 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.
5. During the term of this Agreement, including any renewable period(s), both parties hereto shall, unless otherwise required by law, reasonably protect the confidentiality of all information regarding inmate telephone system or services including, but not limited to, revenue and remuneration paid to the COUNTY.

## **CONDITIONS BEYOND CONTRACTOR'S CONTROL**

- 1. In preparation of the proposal, CONTRACTOR relied on call data information and charge rates provided to project call revenues and commission rates. If the actual call traffic or charge rates differ by more than 10%, the commission rate may be revised to reflect actual conditions as mutually agreed by COUNTY and CONTRACTOR.**
- 2. CONTRACTOR has no control over COUNTY jail policies and procedures regarding inmate telephone access and usages. If jail policies and procedures restrict access to and/or usage of inmate telephone services causing significant change to actual call traffic, the commission rate may be revised to reflect actual conditions as mutually agreed by COUNTY and CONTRACTOR.**

## **INDEMNIFICATION AND DEFENSE OF SUITS**

**The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.**

## **APPLICABLE LAW**

**Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in the Superior Court of Orange County, California and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Superior Court for such lawsuits.**

## **TERMINATION OF CONTRACT**

- 1. If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate the covenants, agreements or stipulations of this contract, and shall not have cured such failure within thirty (30) business days of notice thereof, COUNTY shall thereupon have the right to terminate this Agreement by giving**

a thirty (30) day written notice to CONTRACTOR of such termination and specifying the effective date.

2. The COUNTY may not terminate this contract without cause. In the event of termination without cause prior to the contract maturity date, COUNTY agrees to pay CONTRACTOR the full amount as if contract were fully performed to term.

#### **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 CONTRACTOR and COUNTY shall be construed and enforced accordingly.

#### **ASSIGNABILITY**

CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, or any other manner), without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld or delayed.

#### **RECORDS**

Records shall be maintained with respect to all matters covered by this Agreement. Such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement, except as otherwise authorized.

#### **AUDITS AND INSPECTIONS**

At such times and in such forms as COUNTY may deem necessary, CONTRACTOR shall furnish or make available at any time during normal business hours and upon ten (10) working days notice, request information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any other records, reports or information in their custody.

## **DISCRIMINATION PROHIBITED**

The CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, sexual orientation, marital status, handicaps, national origin or ancestry.

## **INSURANCE**

1. CONTRACTOR shall provide COUNTY a Certificate of Insurance as evidence of coverage for general, professional liability and worker's compensation for all persons performing any work or services under this Agreement. Such certificate will COUNTY as additional insured, be primary and be issued by a company licensed by California Department of Insurance.
2. CONTRACTOR agrees, at all times during the term of this Agreement, to keep in force and effect other insurance policies as required by the COUNTY.

## **FORCE MAJEURE**

In the performance of any part of this Agreement by either party is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies or any FCC regulation or state Public Service Commission regulation or tariff, the party who has been so affected shall immediately give notice to the other party of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. Upon receipt and acceptance of such notice, all obligations under this Agreement shall immediately be suspended. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

## **ENTIRE AGREEMENT**

The entire agreement of the parties is contained herein and the Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**NOTICES**

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

RSS Telcom  
8018 E. Santa Ana Canyon Rd., Ste. 100#163  
Anaheim, CA 92808-1102

Attn: James Brownfield, President

And, to the COUNTY at:

DeKalb County Sheriff's Department  
150 N. Main Street  
Sycamore IL 60178

Attn: Roger A. Scott

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

IN WITNESS WHEREOF, CONTRACTOR and COUNTY have caused this Agreement to be executed for and on their respective behalf and of the dates hereinafter set forth.

**COUNTY**

DeKalb County Sheriff  
150 N. Main Street  
Sycamore IL 60178

By: [Signature]  
Roger A. Scott

Signature: [Signature]  
Title Sheriff

Date: 11/22/10

**CONTRACTOR**

RSS Telcom  
8018 E. Santa Ana Canyon Rd. 100#163  
Anaheim, CA 92808-1102

By: [Signature]  
James Brownfield

Signature: [Signature]  
President

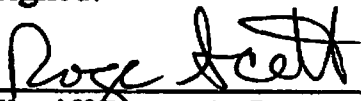
Date: 11/22/10

**ADDENDUM**

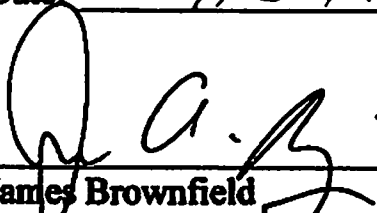
**Between RSS Telcom and DeKalb County Sheriff**

**This contract shall be continued for one year commencing October 1, 2011 and terminating on October 1, 2012. The parties hereto agree that all terms of the originating contract remain in effect.**

**Signed:**

  
\_\_\_\_\_  
**Sheriff Roger A. Scott**  
**DeKalb County Sheriff**

**Date:** 9/30/11

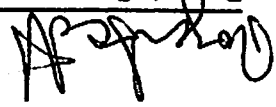
  
\_\_\_\_\_  
**James Brownfield**  
**RSS Telcom President**

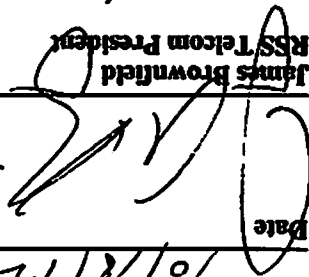
**Date:** 9/30/11



**AGREEMENT ADDENDUM**

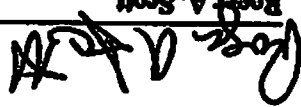
The Agreement between RSS Telcom and the DeKalb County Sheriff of October 1<sup>st</sup>, 2010, is hereby amended by the parties to extend the term until October 1, 2013. All other terms and conditions remain as originally stated for this extended term.

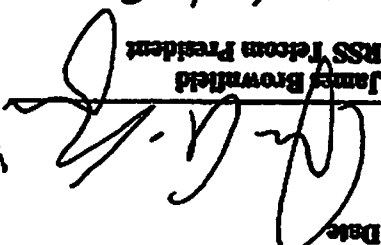
  
\_\_\_\_\_  
Roger A. Scott  
DeKalb County Sheriff  
Date 10/18/12

  
\_\_\_\_\_  
James Brownfield  
RSS Telcom President  
Date 10/12/12

**AGREEMENT ADDENDUM**

The Agreement between RSS Telecom and the DeKalb County Sheriff of October 1<sup>st</sup>, 2010, is hereby amended by the parties to extend the term until October 1, 2014. All other terms and conditions remain as originally stated for this extended term.

  
\_\_\_\_\_  
Roger A. Scott  
DeKalb County Sheriff  
Date: 10/11/13

  
\_\_\_\_\_  
James Brownfield  
RSS Telecom President  
Date: 10/11/13

COPY

⑈0009290794⑈ ⑆071923828⑆ 0035101888⑈

To  
The  
Order  
Of

12779 1 A10374 3-0 601  
>12779 227178 001 080005  
DEKALB COUNTY SHERIFFS DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

AUTHORIZED SIGNATURE

SO QHP

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

\$ \*\*\*\*\*1,390.09

DOLLARS

PAYONE THOUSAND THREE HUNDRED NINETY AND 09/100

MEMO: Oct 2012 Commission

RADICAL SYSTEM SOLUTIONS INC.  
DBA RSS TELCOM  
360 S COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions  
To: 877-246-7923  
Payment Processing Center  
P O Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

January 02, 2013

0009290794

\$1,390.09

Account: COMMISSION FOR INMATE PHONE SERV

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. VOID FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **COMMISSION FOR INMATE PHONE SERV**

**\$1,342.44**

RADICAL SYSTEM SOLUTIONS INC.  
DBA: RSS-TELCOM  
360 S COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions  
To: 877-248-7923  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

70-2382/719

0020481518

January 31, 2013

MEMO: Nov 2012 Commission

Pay **ONE THOUSAND THREE HUNDRED FORTY TWO AND 44/100** DOLLARS

\$ \*\*\*\*\*1,342.44



REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

To  
The  
Order  
Of

03813 1AT0.384 3-D 601  
>03813 2310145 001 080005 00001/00001  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

*SE Q H 2*

AUTHORIZED SIGNATURE

WARNING: THIS BORDER CONTAINS MICROTYPE WHICH WILL NOT REPRODUCE ON A COPY

⑈0020481518⑈ ⑆071923828⑆ 0035101888⑈

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **COMMISSION FOR INMATE PHONE SERV**

**\$1,244.40**

RADICAL SYSTEM SOLUTIONS INC.  
DBA RSS TELCOM  
360 S COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions  
To: 877-248-7923  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

70-2382/719

**0053875402**

**April 02, 2013**

MEMO: Jan 2013 Commission

Pay **ONE THOUSAND TWO HUNDRED FORTY FOUR AND 40/100** .....

**DOLLARS**

\$ **\*\*\*\*\*1,244.40**

To  
The  
Order  
Of

06566 1AT 0384 3-D 601  
>06566 2386143 001 080005 00001/00001  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

*SE J. KIP*

AUTHORIZED SIGNATURE

⑈0053875402⑈ ⑆071923828⑆ 0035107320⑈

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **COMMISSION FOR INMATE PHONE SERV**

**\$1,741.02**

RADICAL SYSTEM SOLUTIONS INC.  
DBA: RSS TELCOM  
380 S COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions  
To: 877-248-7923  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

70-2382719

0071926972

May 21, 2013

MEMO: February 2013 commission

Pay **ONE THOUSAND SEVEN HUNDRED FORTY ONE AND 02/100**

**DOLLARS**

\$ \*\*\*\*\*1,741.02



To  
The  
Order  
Of

09542 1 AT 0.384 3-D 601  
>09542 2444567 001 080005 00001/00002  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

*SE G. H. P.*

AUTHORIZED SIGNATURE

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⑈0071926972⑈ ⑆071923828⑆ 0035107320⑈

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **COMMISSION FOR INMATE PHONE SERV**

**\$1,542.48**

RADICAL SYSTEM SOLUTIONS INC.  
DBA: RSS TELCOM  
380 S COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions  
To: 877-248-7923  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

70-2382719

0071926973

May 21, 2013

MEMO: March 2013 Commission

Pay **ONE THOUSAND FIVE HUNDRED FORTY TWO AND 48/100**

**DOLLARS**

\$ \*\*\*\*\*1,542.48

09542 2444567 025196 025196 00002/00002 k25184  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

To  
The  
Order  
Of

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

*SE G. H. P.*

AUTHORIZED SIGNATURE

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⑈0071926973⑈ ⑆071923828⑆ 0035107320⑈

Account: **COMMISSION FOR INMATE PHONE SERV**  
PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$1,138.92

0081985724

70-2382719

June 19, 2013

Please Direct Any Questions  
To: (855) 739-0858  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029

NORTHERN TRUST

RADICAL SYSTEM SOLUTIONS INC.  
DBA RSS TELCOM  
360 S COYOTE LN  
ANAHEIM, CA 92808-1354  
MEMO: April 2013 Commission

DOLLARS

Pay ONE THOUSAND ONE HUNDRED THIRTY EIGHT AND 92/100

\$ \*\*\*\*\*1,138.92

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

AUTHORIZED SIGNATURE

SC Q.K.

14719 1A1 0384 3-D 601  
>14719 248085 001 08005 00001/00001  
DEKALB COUNTY SHERIFFS DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

To  
The  
Order  
Of

0081985724 : 071923828 : 0035107320

0004942959 071923828 0035107320

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. VOID FEATURE, SIMULATED WATERMARK (REVERSE SIDE), MICRO-PRINT BORDER.

Account: **COMMISSION FOR INMATE PHONE SERV**  
 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

MEMO: June 2013 Commission

ANAHAIM, CA 92808-1354  
 360 S. COYOTE LN  
 DBA RSS TELCOM  
 RADICAL SYSTEM SOLUTIONS INC.

To: (855) 739-0856  
 Payment Processing Center  
 P.O. Box 1029  
 Hickory, NC 28603-1029  
 NORTHERN TRUST

August 20, 2013

0004942959

70-2382/719

Authorized Signature: SO Q.K.O.

Remittance Void if Not Cashed Within 90 Days

To: The Order Of  
 DEKALB COUNTY SHERIFFS DEPT  
 150 N MAIN ST  
 SYCAMORE, IL 60178-1414

11300 2555648 028977 00002/00002 K28965

Payone THOUSAND NINE HUNDRED TWENTY ONE AND 38/100 DOLLARS

\$1,921.38 \*\*\*\*\*1,921.38

0004942958 071923828 0035107320

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. VOID FEATURE, SIMULATED WATERMARK (REVERSE SIDE), MICRO-PRINT BORDER.

Account: **COMMISSION FOR INMATE PHONE SERV**  
 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

MEMO: May 2013 Commission

ANAHAIM, CA 92808-1354  
 360 S. COYOTE LN  
 DBA RSS TELCOM  
 RADICAL SYSTEM SOLUTIONS INC.

To: (855) 739-0856  
 Payment Processing Center  
 P.O. Box 1029  
 Hickory, NC 28603-1029  
 NORTHERN TRUST

August 20, 2013

0004942958

70-2382/719

Authorized Signature: SO Q.K.O.

Remittance Void if Not Cashed Within 90 Days

To: The Order Of  
 DEKALB COUNTY SHERIFFS DEPT  
 150 N MAIN ST  
 SYCAMORE, IL 60178-1414

11300 1A10394 3D 601 >11300 2555648 001 080005 00001/00002

Payone THOUSAND FIVE HUNDRED TWENTY SEVEN AND 30/100 DOLLARS

\$1,527.30 \*\*\*\*\*1,527.30



Account: **COMMISSION FOR INMATE PHONE SERV**

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$1,504.14

70-2382719

0020340652

October 01, 2013

DOLLARS

\$

1,504.14

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

AUTHORIZED SIGNATURE

SO. Q. K. P.

To  
The  
Order  
To  
24239 2607268 001 08005 00001/00001  
3-D 601  
24239 1AT 0384  
DEKALB COUNTY SHERIFFS DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414



Payone THOUSAND FIVE HUNDRED FOUR AND 14/100

MEMO: July 2013 Commission

RADICAL SYSTEM SOLUTIONS INC.  
DBA RSS TELCOM  
360 S COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions  
To: (855) 739-0656  
Payment Processing Center  
P O Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

0020340652 0071923828: 0035107320

Account: **COMMISSION FOR INMATE PHONE SERV**

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

\$1,600.02

RADICAL SYSTEM SOLUTIONS INC.  
DBA:RSS TELCOM  
380 S COYOTE LN  
ANAHEIM, GA 92808-1354

Please Direct Any Questions  
To: (855) 739-0856  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029

70-2382/719

0035312424

October 09, 2013

MEMO: August 2013 commission

NORTHERN TRUST

Pay ONE THOUSAND SIX HUNDRED AND 02/100

DOLLARS

\$ \*\*\*\*\*1,600.02

To  
The  
Order  
Of

17168 1AT0384 3-D 601  
>17168 2619410 001 080005 00001/00001  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

*SE G. H. P.*

AUTHORIZED SIGNATURE

⑈0035312424⑈ ⑆071923828⑆ 0035109978⑈

Account: **COMMISSION FOR INMATE PHONE SERV**

**\$1,691.82**

RADICAL SYSTEM SOLUTIONS INC.  
DBA: RSS TELCOM  
360 S COYOTE LN  
ANAHEIM CA 92806-1354

Please Direct Any Questions  
To: (855) 739-0856  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

70-2382719

0050260440

**November 19, 2013**

MEMO: Sept 2013 Commission

Pay **ONE THOUSAND SIX HUNDRED NINETY ONE AND 82/100**

**DOLLARS**

\$ \*\*\*\*\*1,691.82



To  
The  
Order  
Of

03083 1AB 0.384 ADC 601  
>03083 2667584 001 080005 00001/00001  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

*SO. Q. H. D.*

AUTHORIZED SIGNATURE

⑈0050260440⑈ ⑆071923828⑆ 0035109978⑈

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **COMMISSION FOR INMATE PHONE SERV**

**\$1,932.90**

RADICAL SYSTEM SOLUTIONS, INC.  
DBA-RSS TELCOM  
360 S. COYOTE LN  
ANAHEIM, CA 92808-1354

Please Direct Any Questions To  
(855) 739-0856  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029

70-2382/719

0061898798

**December 18, 2013**

NORTHERN TRUST

MEMO: October 2013 Commission

Pay ONE THOUSAND NINE HUNDRED THIRTY TWO AND 90/100

DOLLARS



03331 1AB 0.384 ADC 601  
>03331 2705708 001 080005 00001/00001  
DEKALB COUNTY SHERIFF'S DEPT.  
150 N MAIN ST  
SYCAMORE, IL 60178-1414

TO  
THE  
ORDER  
OF

\$ \*\*\*\*\*1,932.90

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS

*SQ A W D*

AUTHORIZED SIGNATURE

WARNING: THIS NUMBER CONTAINS MICROTYPED WHICH WILL NOT REPRODUCE ON A COPY

⑈0061898798⑈ ⑆071923828⑆ 0035109978⑈

**Section 701.250 Commissary**

- a) Each jail shall establish and maintain a commissary system to provide detainees with approved items that are not supplied by the jail.
- b) No member of the staff shall gain personal profit, directly or indirectly, as a result of the commissary system.
- c) Prices charged detainees shall not exceed those for the same articles sold in local community stores nor shall the prices charged for postal supplies exceed those for the same articles sold at local post offices.
- d) Commissary shall be provided on a regularly scheduled basis and not less than once weekly.
- e) Commissary purchases must be reflected by a debit entry on the detainee's cash account. Entry must be initialed by the detainee or a receipt must be issued.
- f) All profits from the commissary shall be used for detainee welfare and such monies shall be subject to audit.

(Source: Amended at 21 Ill. Reg. \_\_\_\_\_, effective \_\_\_\_\_)

**CORRECTIONS ORDER: 12-3  
DEKALB COUNTY SHERIFF'S OFFICE**

**Index as: Inmate Services and Programs**

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**Subject: Visitation**

- I. Policy**
- II. Purpose**
- III. Definitions**
- IV. Procedures**
- V. Compliance**
- VI. Effective Date**

**I. POLICY**

To provide orderly visits for inmates while maintaining jail security.

**II. PURPOSE**

It is important to recognize the need of visitation from family and friends to inmates in the DeKalb County Jail. But also to maintain a procedure that provides a safe and secure environment for everyone.

**III. DEFINITIONS**

- A. Minor Child: Anyone under the age of seventeen.**
- B. Non-Contact Visits: Visitation allowed through glass utilizing a phone.**
- C. Contact Visits: An inmate is allowed to be in the same room with the visitor.**
- D. Classification levels: (refer to policy 12-2)**
  - a. Maximum**
  - b. Medium**
  - c. Minimum**
  - d. Special Needs (medical or psychological)**
- E. Immediate Family Member:**
  - a. Parents**
  - b. Grandparents**
  - c. Siblings**
  - d. Children**
  - e. Grandchild**
  - f. Spouse**

- F. **Significant Other:** One person not considered a family member but has a personal relationship with inmate (fiancé, boyfriend, girlfriend)
- G. **Family Member:** Other relatives including those listed under immediate family member.
- H. **Visitation Group:** Any combination of three people made up of adults and children. At least 1 adult must be with children under the age of 17.

### **III. PROCEDURES**

#### **A. Visit Times and Types**

- 1. Visitation hours are set forth by the Division Lieutenant. They are in the inmate jail rules and posted in the public lobby. Visitation is thirty (30) minutes. Requests for any changes to visitation hours must be put in writing to the Shift Sergeant or Division Lieutenant prior to the visitation day.
- 2. Special visitations can be allowed by the Division Lieutenant or Shift Sergeant for special situations such as a death in the family, court emergency or out-of-state visitors.
- 3. Contact Visits typically are for legal professionals such as: lawyers, law enforcement, probation and parole. Clergy, psychiatrists and psychologists are allowed contact visits as well. Visitors under the age of 17 must be accompanied by their legal guardian or parent each visit.
- 4. Inmates are allowed one visit each visitation day. Visits from those persons allowed Contact Visits shall be permitted to visit during reasonable hours other than visitation times. These visits will not count as an allotted visit.

#### **B. Visitation Requirements**

- 1. Visitors will be required to provide a current and valid form of Identification (ID) which must be one of the following:
  - a. Valid driver's license
  - b. Valid State ID card
  - c. A photo ID with picture and date of birth
  - d. A photo ID with other paperwork supporting date of birth
  - e. Passport
  - f. Resident Alien Card

2. The following items will not be allowed into visitation:
  - a. Cell phones
  - b. Recording devices
  - c. Cameras (of any kind)
  - d. Food and/or beverages
  - e. Purses
  - f. Backpacks
  - g. Any type of briefcase, suitcase, carrying bag or case.
  - h. Coats and jackets will be secured in lockers if necessary.

If a visitor is in possession of any of these items they will be asked to return the items to their vehicle. Lockers will be available for those visiting IF there is no other alternative. Deputies will secure the lockers but assume no personal responsibility for items.

3. Children must be supervised by the adult visitor. If children become too loud the visitor will be asked to leave. Children are not to be unattended in the jail lobby.
4. Visitors will be searched with a hand held metal detector, or if necessary a same sex pat down. Wheelchairs are to be checked. Visitors refusing to be searched will not be allowed in. Visitors under the influence of intoxicating compounds or alcohol will be refused. A supervisor should be made aware anytime a visitor is refused.
5. A warrant check will be run on every adult visitor.
6. The following items will be accepted for inmates:
  - a. Money, money orders, tax forms or documents requiring an inmate signature will be accepted.
  - b. Underwear items can be accepted if the inmate has been here less than one week.
  - c. Letters, books, photographs are not accepted.
  - d. Medications may be accepted if it is a valid prescription and has been approved by medical staff. Controlled substances may be accepted if the prescription is current.

### C. Inmate Requirements

1. Inmates must complete a visitation sheet prior to visitation day. Each inmate will have their own visitation sheet which will become part of their permanent record.
2. Pink visitation sheets are for those inmates who have valid Orders Of Protection against them. Protected persons are to be listed and **do not** have permission to visit.



3. Only visitors on the visitation sheet will be allowed to visit.
4. The following are restrictions per each classification:
  - a. Maximum Security: Immediate family members and one significant other
  - b. Medium Security: Family, significant other, up to two friends
  - c. Minimum Security: No restrictions, however names must be on the list
  - d. Special Needs: Can have restricted visitation depending on behavior.  
Deputies can make the determination whether they should stand by at visitation.

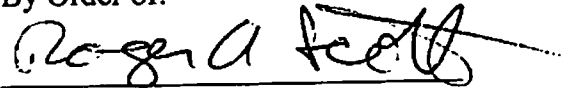
**V. COMPLIANCE**

While authority can and must be delegated, responsibility cannot, therefore each employee, officer, supervisor, and commander will be held responsible for compliance by himself and all personnel under his supervision or command to the standards set forth in this order.

**VI. EFFECTIVE DATE:**

The effective date for this Order is October 25, 2012.

By Order of:



Roger A. Scott  
Sheriff