

JOHN E. ZARUBA
SHERIFF

501 N. County Farm Road
Wheaton, Illinois 60187
(630) 407-2000
FAX (630) 407-2013
www.dupagesheriff.org



OFFICE OF THE SHERIFF
COUNTY OF DUPAGE

Civil Division	(630) 407-2060
Corrections	(630) 407-2255
Crime Laboratory	(630) 407-2100
Detective Division	(630) 407-2323
Radio Room	(630) 407-2400
Records Division	(630) 407-2270
Warrants Division	(630) 407-2290

November 20, 2014

Mr. Brian Dolinar
briandolinar@gmail.com

RE: Freedom of Information Request
Phone contract

Mr. Dolinar:

Thank you for writing to the DuPage County Sheriff's Office with your request for information pursuant to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1 et seq.

I received your FOIA request regarding many items associated with the Sheriff's Office's inmate phone contract. I will reference your eight bullet points in my response

I have attached documentation for bullet points 1, 2, 4, 5, & 8.

Bullet point #1 - the DuPage County Sheriff's Office has redacted certain "private" information from the enclosed report pursuant to the Freedom of Information Act. 5 ILCS 140 section 7/ (1) (b).

Bullet point # 4 - the telephone account is audited in combination with the jail commissary account. There are no comments that pertain to this section of the county audit.

I am unable to supply any documentation that is responsive to bullet points 3, 6, & 7. What you requested in those bullet points do not exist for our office.

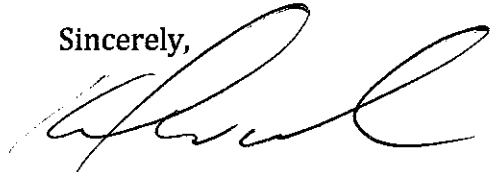
You have the right to have the responses of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General; 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
Email: publicaccess@atg.state.il.us

You also have the right to seek judicial review of the responses by filing a lawsuit in the State circuit court. 5 ILCS 140/11

If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the PAC.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kent Kouba', written in a cursive style.

Kent Kouba
Freedom of Information Officer
630-407-2271

#1

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made and entered into as of the 26th day of OCTOBER, 2009 (the "Effective Date"), by and between Public Communications Services, Inc. ("PCS"), and John Zaruba in his capacity as DuPage County Sheriff ("Client").

RECITALS

A. PCS is in the business of installing, maintaining, operating and managing inmate telephone systems and providing related services at correctional facilities; and

B. Client now desires to engage PCS to render inmate telephone services at Client's correctional facility located at 501 North Country Farm Road, Wheaton, IL, 60187-3978 (the "Facility"), and PCS is willing to provide such services.

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

1. INMATE TELEPHONE EQUIPMENT AND SERVICES

a. Client hereby grants to PCS the exclusive right during the Term, and any subsequent Renewal Term, of this Agreement to install, maintain, operate and manage the inmate telephone systems, including without limitation pay telephones, enclosures, instruments, lines, associated wiring, and related hardware and software (the "Equipment"), as defined in Exhibit A, for and within the Facility, for the purpose of providing inmate telephone services.

b. Subject to its tariffs and the terms of this Agreement, PCS agrees to install, maintain, operate and manage the Equipment for the Facility and to furnish telephone services to the Facility inmates using the Equipment (the "Services").

2. COSTS, COMMISSIONS AND CALL RATES

a. Costs. The costs and expenses of providing all Services, including but not limited to installation charges, materials and labor costs, shall be PCS's sole responsibility and shall not be charged to Client, except as otherwise expressly provided for in this Agreement.

b. Commissions. PCS shall pay to Client commissions in connection with the telephone usage at the Facility in an amount equal to fifty seven percent (57%) on the total gross billable collect and prepaid revenue and fifty three percent (53%) of debit revenue, calculated at the collect, debit and collect call rates set forth on the Facility Schedule attached hereto as Exhibit B. PCS shall be responsible for maintaining books and records sufficient to permit the proper determination of commissions due to Client. PCS shall send a statement to Client setting forth the current commissions due to Client, and commissions shall be paid monthly. Other than the foregoing commissions, Client shall not be entitled to receive any other fees or remuneration in connection with this Agreement or the Services provided by PCS.

c. In addition to the commissions payable pursuant to Section 2.b, PCS shall, at no cost to Client, provide Client with prepaid calling cards with an aggregate value of \$100,000 (the "Calling Card Credit"). In the event of early termination of this Agreement as provided for in Section 3.c, the unamortized portion of the Calling Card Credit based on a straight-line amortization over the Term shall be included in the early termination payment pursuant to Section 3.c.

d. Debit Implementation

i. Client agrees that automated debit calling shall be implemented at the Facility within one month of the installation of the Equipment and institution of Services. Client shall not impose restrictions on the ability of inmates to purchase phone calling time; provided, however, that Client may in its discretion impose such restrictions for disciplinary, safety, or security reasons. Client shall require the commissary provider at the Facility to cooperate with PCS in a commercially reasonable manner to implement debit services at the Facility, including, without limitation, integrating the commissary provider's payment systems with the PCS debit system and allowing the daily purchase of debit phone calling time through the commissary.

ii. If automated debit calling is not implemented within one month of the institution of the Services, then PCS may, in its sole discretion, terminate this Agreement upon thirty days written notice to Client. During this thirty-day period, PCS shall use its best efforts to cooperate with the installation of another inmate telephone system by a different provider.

iii. Debit commissions will be paid to Client based on the debit usage excluding telecommunication regulatory taxes and fees or other government surcharges that are not commissionable. Since the Client and/or the Commissary provider holds the actual inmate's trust fund account, PCS will deduct from the Client's collect call commissions the debit usage amount that is owed to PCS less the debit commissions that are owed to the Client for the debit usage.

3. **TERM AND TERMINATION OF AGREEMENT**

a. Term. This Agreement shall be binding as of the Effective Date. The term of the Agreement shall commence upon the date that PCS completes installation of the Equipment at the Facility, and shall continue until the end of the current term of office of the Client. (the "Term"). PCS shall notify Client in writing of the date upon which it completes installation of the Equipment at the Facility, and of the termination date of the Term, within thirty days from the date of completion. After the expiration of the Term and upon the re-election of the Client as Sheriff, the Agreement shall automatically renew for a four (4) year term ("Renewal Term").

b. Default. In the event of a material default of a party's obligations under this Agreement, the non-defaulting party shall promptly provide written notice of the material default to the other party upon discovery of the material default.

i. The Client may terminate this Agreement immediately if PCS fails to maintain required licenses, certifications and/or insurances or engages in any conduct inconsistent with the terms of this Agreement; or

ii. As to either party, the party in default shall then have thirty days after its receipt of the notice to cure the default unless, prior to the expiration of the thirty-day cure period, the defaulting party notifies the other party, in writing, that the default is not of a character that reasonably can be cured within the thirty-day cure period.

iii. If the default is of a character that reasonably requires more than thirty days to cure, the party in default shall notify the other party, in writing, that the default is not of a character that reasonably can be cured within the thirty-day period, state the cure period, and describe the character of the default that requires a longer cure period.

iv. If the defaulting party fails to cure the default within the applicable cure period, then the other party may, within thirty days of expiration of the cure period, terminate this Agreement by sending a written notice of termination to the defaulting party. Failure to terminate the Agreement within the time frame set forth above means that the default shall be deemed cured, and that default cannot be the basis for termination of the Agreement for the duration of the Term or Renewal Term, as the case may be.

c. Termination for Convenience. Notwithstanding Section 3 b to the contrary, Client may terminate this Agreement in its sole discretion by giving PCS 120 days prior written notice of its election to terminate and paying PCS an early termination fee equal to the unamortized portion of the Calling Card Credit and the unamortized cost of the Equipment (including installation costs) based on a straight-line amortization over the Term.

d. Termination. Upon termination of the Agreement for any reason other than Client's material default, the Equipment located at the Facility shall be disconnected and removed by PCS at its sole expense. Upon termination of the Agreement because of Client's material default, Client shall reimburse PCS for the actual cost to PCS for disconnecting and removing the Equipment located at the Facility. In either event, Client shall provide safe access to the Facility for PCS's removal of Equipment from the Facility, and Client agrees to cooperate, and not to interfere, with PCS's removal of the Equipment. Upon termination, all existing call record data shall be made available to Client and/or its designee.

4. SERVICE REQUIREMENTS

a. Maintenance. PCS shall maintain the Equipment in proper working order. Client shall promptly notify PCS, orally or in writing, of any problem(s) with the Equipment. Service calls shall be made by PCS to the Facility within standard industry timeframes of the reported problem.

b. Installations. PCS shall install the Equipment at locations within the Facility in consultation with and as agreed to by Client, which consent shall not be unreasonably withheld. All work performed by PCS and its subcontractors, including but not limited to site preparation activities (e.g., cabling, electric wiring, conduit and cementing/paving), station installation and network and station maintenance, provision and installation of telephone enclosures, mounting posts and other associated equipment, shall be in accordance with PCS's standard business practices.

c. Subcontractors. Client agrees that PCS, in PCS's sole discretion, may use one or more subcontractors to provide all or any part of the Services. PCS shall provide Client with each subcontractor's operating procedures and guidelines. All subcontractors shall be subject to Client's customary security procedures.

d. Staffing and Management. PCS shall provide all management services for the Equipment, and shall supervise all operations as part of the Services, except that PCS shall have no responsibility for the management or control of the inmates or Client representatives who use Equipment. All PCS employees and subcontractors assigned to perform Services at the Facility will be subject to the background checks as may be required by Client.

e. Relocation and Upgrade. PCS, at its sole option and sole expense, may relocate or remove installed Equipment upon agreement of the parties, because of recurrent vandalism, or because of insufficient usage of the Equipment by inmates. Client shall not tamper with, disconnect or move the Equipment from any location without the express written consent of PCS. PCS, at its sole option and sole expense, may upgrade or replace the Equipment.

5. CLIENT'S OBLIGATIONS

a. Restrictions on Use of Telephones. Client acknowledges that the Equipment is intended for the use of inmates in making outgoing calls, and for the recording and/or monitoring of those calls. Client acknowledges and agrees that it will not utilize the inmate telephone number(s) to receive incoming calls in the conduct of its business or otherwise.

b. Condition of Facility. Client shall provide suitable space for the Equipment at the Facility that is in compliance with federal and state laws and tariffs. Client, at Client's expense, shall provide proper lighting, power and power sources, and ventilation (so the Equipment does not overheat), and shall keep the premises around the Equipment clean and safe. Client shall keep the inmate telephones readily accessible, and shall permit the inmates to use the inmate telephones subject to Client's security procedures.

c. No Attachments. Client shall not attach or connect any apparatus or appliance to the Equipment unless such apparatus or appliance is approved by PCS, which approval will not be unreasonably withheld.

d. No Other Telephones. Except as expressly provided herein, Client will not allow other pay telephones or inmate telephones not installed by PCS under this Agreement to either remain or be installed at the Facility during the Term or the Renewal Term, including but not limited to additional inmate telephones needed as a result of Client's expansion, relocation of the Facility.

e. Vandalism. Client agrees to take reasonable steps to prevent the misuse, destruction, damage, defacement, or vandalism to Equipment, consistent with its operating policies and procedures. Client shall report to PCS any misuse, destruction, damage, defacement, or vandalism to the Equipment at the Facility as soon as practicable after Client learns of, discovers, or has reason to know about any such event.

f. Damage to Equipment.

i. Client agrees that PCS shall not be liable by reason of any defacement or damage to the Facility resulting from the presence of the Equipment, or by the installation or removal therefrom, when such defacement or damage is not the result of the sole negligence or willful misconduct of PCS or its agents. If Equipment is negligently or willfully damaged or destroyed by Client, Client's employees or agents, or Client's contractors, Client shall be responsible for, and shall pay to PCS, the costs of restoring service, and of repairing or replacing Equipment, promptly upon Client's receipt of an itemized bill for such from PCS.

ii. Client shall not be responsible for the misuse, destruction, damage, defacement, or vandalism to the Equipment caused by an inmate, except where the inmate's misuse, destruction, damage, defacement, or vandalism to the Equipment is caused, in whole or in part, by Client's gross negligence or willful misconduct. If an inmate causes damage to Equipment, Client shall promptly and diligently pursue disciplinary action and restitution from the inmate consistent with Client's policies and procedures. All sums in restitution recovered by Client shall promptly be remitted in full to PCS.

g. Interruptions in Service. Client hereby releases PCS from any liability to Client arising from, out of, or on account of any interruption in the telephone network connecting service to the Equipment, with the exception of interruptions caused by the sole negligence or willful misconduct of PCS.

6. **AUTHORITY TO CONTRACT**

a. Each party represents and warrants to the other party that it has the authority to enter into this Agreement, thereby creating a contract legally binding upon it, and to authorize the installation and operation of Equipment at the Facility. The representative executing this Agreement on behalf of each party is empowered to do so and thereby binds his, her or its respective party.

b. Each party shall defend, release, indemnify and hold the other party, its officers, directors, assigns, employees, representative, and agents harmless from any and all claims, damages and actions (including without limitation attorneys' fees and costs) arising out of this Agreement and caused by said party's lack of authority to enter into this Agreement and create an Agreement binding on each party.

7. **INSURANCE**

At all times during the term of this Agreement, PCS and its subcontractors shall provide and maintain in effect the following types and amounts of Insurance:

a. Employers' Liability Insurance: \$1,000,000 per occurrence and \$1,000,000 per person.



b. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit: \$1,000,000 per occurrence and \$1,000,000 per person.

c. Commercial Automobile Liability: Combined Bodily Injury and Property Damage Single Limit: \$1,000,000 combined single limit for each occurrence and \$1,000,000 per person.

d. Workers' Compensation: PCS shall comply with all Workers' Compensation requirements in the State in which the Facility is located.

e. The insurance coverage set forth in Sections 7a. through 7c. may, in PCS's sole discretion, be provided through primary and excess coverage that, when added together, provide dollar coverage in the total respective coverage amounts set forth above. Said insurance coverage shall be provided by insurance companies acceptable to the Client and licensed to do business in the State of Illinois. PCS shall provide Client with proof of insurance prior to the Effective Date and will include a provision or endorsement that coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the Client. PCS shall name Client, its officers, employees and agents as additional insured parties with respect to claims arising from PCS' performance under this Agreement

8. INDEMNITY

a. PCS shall, at all times, fully indemnify, and hold harmless Client from any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this Agreement by PCS and its employees, or because of any act or omission, neglect or misconduct of PCS, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise (but not for any claim or liability to the extent due to the act or omission of Client). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing contained herein shall be construed as prohibiting Client, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. PCS shall likewise be liable for the cost, fees and expenses incurred in Client's or PCS's defense of any such claims, actions, or suits. PCS shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts (but not for any claim or liability to the extent due to the act or omission of Client).

b. To the extent allowed by law, Client agrees to protect, defend, indemnify and hold PCS, its parent company and any of their officers, directors, agents, contractors and employees harmless from and against any and all loss, costs (including reasonable attorney's fees), damages liabilities, claims, liens, demands or causes of action of every nature, including damage to property or injury or death to persons arising directly or indirectly out of Client's breach of its obligations under this Agreement.



c. Client shall provide PCS with written notification of any claim made pursuant to Section 8.a within sixty (60) days after learning of any such claim; provided, however, Client's failure to provide such notification shall not relieve PCS of its indemnity obligations, but Client shall be responsible for any additional costs or expenses as a result of its failure to notify PCS.

d. Neither the provision of insurance or indemnification, to the extent allowed by law, shall be deemed a waiver of the Client's defenses under the Illinois Local Government and Governmental Employees Tort Liability Act.

9. COOPERATION

Each party agrees to work in good faith with the other, and to cooperate fully in the completion of all actions that may be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement, for PCS to provide Services under this Agreement, and for Client to carry out its obligations under this Agreement. Client hereby grants to PCS the authority to do all things reasonable, necessary, convenient, or desirable to manage and conduct the operation of the Equipment, and to provide the Services.

10. RIGHT OF ACCESS

The Equipment is and shall remain the sole property of PCS. Client agrees that PCS's agents and employees shall have the right to enter the Facility at any reasonable hour for the purpose of installing, inspecting, maintaining, repairing, moving, or removing the Equipment, or for the purpose of making collections from coin boxes. Client shall provide a safe working environment for PCS's agents and employees during such visits. Whenever PCS ceases to provide Equipment or Services at the Facility, Client shall provide safe access to the Facility for PCS's removal of Equipment from the Facility, and Client agrees to cooperate, and not to interfere, with PCS's removal of the Equipment. Client shall not require waivers or releases of any personal rights from employees or agents of PCS in connection with such visits to the Facility.

11. REGULATORY CHANGES

a. This Agreement is subject to the applicable provisions of PCS's tariff(s), to federal and state laws, rules, and regulations relating to inmate telephone services, and to regulatory or other governmental orders, rules, regulations or approvals as may apply from time to time (collectively, the "Laws"). The parties acknowledge and agree that the applicable Laws may be deleted, amended, or added to from time to time, and that such alterations may create a conflict between the then-current Laws and the terms or operation of this Agreement. If any conflict between this Agreement and such Laws exists, or comes into existence, during the Term or a Renewal Term of this Agreement, then the Laws shall control and this Agreement shall be deemed modified accordingly.

b. This Agreement may be renegotiated at PCS's option in the event that any alteration in the Laws (including but not limited a rate change mandated by a federal, state or local regulatory authority) adversely affects PCS's ability to fulfill its obligations under this Agreement in a manner that, in PCS's sole discretion, meets PCS's business or economic

requirements. In this event, PCS shall provide written notice to Client of the need to renegotiate the Agreement. Both parties agree to renegotiate the Agreement's terms in good faith, in order to meet such altered Laws. If the parties fail to renegotiate the Agreement and successfully agree upon provisions reasonably acceptable to PCS within sixty days from the date that Client first received PCS's renegotiation notice, PCS may at any time thereafter terminate the Agreement upon thirty days written notice to Client.

12. INMATE TELEPHONE EQUIPMENT LEASING

Client acknowledges and agrees that PCS may enter into one or more lease transactions for some or all of the Equipment within a particular Facility. In each such case, a third party will purchase the Equipment as lessor and PCS will lease the Equipment as lessee. In the event the Equipment is leased, Client agrees to provide such documentation as may reasonably be required by the lessor and PCS. Such documentation may include, but shall not be limited to, an acknowledgment and waiver and/or lessor waiver, all in the form reasonably acceptable to the lessor. Client acknowledges and agrees that an Equipment lessor may require that UCC Financing Statements be filed regarding the Equipment owned and leased by such lessor.

13. NOTICES

Notices required by this Agreement may be personally delivered to PCS or Client, or may be delivered by, together, facsimile and first class mail postage prepaid, addressed to the appropriate party at the address set forth below. If delivered by facsimile and first class mail, delivery will be deemed made on the date of sending of the facsimile transmission.

PCS: Public Communications Services, Inc.
11859 Wilshire Boulevard, Suite 600
Los Angeles, California 90025
Attn: Tommie E. Joe, President & COO
Phone: [REDACTED]
Fax No. [REDACTED]
Email: [REDACTED]

Client: John E. Zaruba, DuPage County Sheriff
Dupage County Jail
501 North Country Farm Road
Wheaton, IL 60187-3978
Attn: Scott Wulff
Phone: (630) 407-2050
Email: scott.wulff@dupagesheriff.org

14. MISCELLANEOUS

a. Successors, Subsidiaries and Assigns. This Agreement shall bind and inure to the benefit of the principals, agents, representatives, subsidiaries, successors, heirs and assigns of the parties hereto.

b. Governing Law and Venue. This Agreement is made and entered into in this State of Illinois, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of Illinois. The exclusive venue for any proceedings or actions, except for proceedings or actions to obtain injunctive relief, arising directly or indirectly from this Agreement shall be in the Eighteenth Judicial Circuit, DuPage County, Illinois.

c. Severability. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or application of such provision to any person or circumstance shall, to any extent, be or become invalid or unenforceable, the remainder of this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this Agreement.

d. Entire Agreement. The parties acknowledge that no other person or any agent or attorney of any other individual or entity has made any promise, representation or warranty whatsoever, express, implied or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement, and each signatory hereby acknowledges that it has not executed this Agreement in reliance upon any such promise, representation or warranty. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements between the parties, either written or oral on the subject hereof.

e. Modification In Writing. This Agreement may be amended or modified only by a written instrument designated as an amendment to this Agreement, and executed by the parties hereto.

f. Assignment. PCS may assign its rights under this Agreement, but only with the written consent of Client to the assignment, which written consent shall not be unreasonably withheld. No assignment shall relieve PCS of its obligations to Client nor diminish Client's rights under this Agreement, unless so stated in a written agreement executed by Client.

g. Force Majeure. If the performance of this Agreement or any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the party affected, including without limitation fire, explosion, power failure or acts of God; war, civil commotion or acts of public enemies, any law, order, regulation, ordinance or requirement of any government or legal body or any representative of any such government or legal body, labor unrest, including without limitation, strikes, slow downs, picketing or boycotts, then the party affected shall be excused from such performance to the extent that such interference prevents, delays or hampers performance and the other party shall likewise be excused from performance of its obligations provided that the parties so affected shall use reasonable efforts to remove such causes of non-performance.

h. Limit on Liability. Except as expressly provided for in this Agreement, the liability of any party in connection with this Agreement shall be limited to the economic losses of the injured party caused by the other party's injurious action or inaction. In no event may

punitive or exemplary damages be sought or awarded by either party as to any claim or cause of action.

i. Interpretation.

i. Neither of the parties hereto shall be deemed the drafter of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement shall be construed according to its fair meaning, and not strictly for or against any of the parties hereto.

ii. The headings preceding each of the sections, paragraphs, or subparagraphs in this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

iii. Whenever the context so requires in this Agreement, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include other genders, and the word "person" shall be construed to include a natural person, a governmental entity, a corporation, a firm, a limited liability company, a partnership, a joint venture, a trust, and estate, or any other entity.

j. Execution of Agreement.

i. For purposes of execution of this Agreement, the parties agree that facsimile signatures shall have the same force and effect as original signatures.

ii. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with the other executed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties.

k. Conflict of Interest. PCS represents that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with its performance under this Agreement.


l. Non-discrimination. PCS shall not discriminate against any worker, job applicant, employee or any member of the public because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment act. PCS shall comply with the provisions of the Illinois Human Rights Act, and with all rules and regulations established by the Illinois Department of Human Rights.

m. Procurement. PCS certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1 *et seq.*; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33-E-3).

n. Gift Ban. PCS certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois Gift ban Act and County of DuPage Ethics Ordinance was made by or to the Client or the Client's personnel in relation to this Agreement.




DATED: 10/26/19

CLIENT:


JOHN E. ZARUBA
DU PAGE COUNTY SHERIFF

DATED: Oct 14, 2009

PCS:
PUBLIC COMMUNICATIONS
SERVICES, INC.

By: 
Its: President & COO



#2

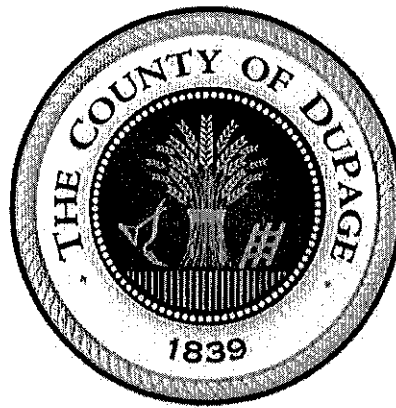
DATE OF CHECK	AMOUNT OF CHECK	CHECK NUMBER	FOR THE PERIOD OF	COMMENTS
3/5/2013	\$30,832.17	109594	January 2013	
4/3/2013	\$32,076.18	109895	February 2013	
5/6/2013	\$33,071.05	110261	March 2013	
6/5/2013	\$38,989.04	110567	April 2013	
7/2/2013	\$35,381.00	110902	May 2013	
8/2/2013	\$36,856.68	111224	June 2013	
9/5/2013	\$30,720.30	111583	July 2013	
10/3/2013	\$32,992.58	111903	August 2013	
11/1/2013	\$32,595.64	112210	September 2013	
12/3/2013	\$30,318.95	112587	October 2013	
1/2/2014	\$29,946.95	112870	November 2013	
2/3/2014	\$29,922.61	113302	December 2013	
	\$393,113.15			

#2

DATE OF CHECK	AMOUNT OF CHECK	CHECK NUMBER	FOR THE PERIOD OF	COMMENTS
3/6/2013	\$5,740.44	108596	January 2013	
4/3/2013	\$6,439.52	108896	February 2013	
5/6/2013	\$7,091.75	110282	March 2013	
6/5/2013	\$9,117.08	110568	April 2013	
7/2/2013	\$9,676.19	110903	May 2013	
8/2/2013	\$10,992.67	111225	June 2013	
9/5/2013	\$10,290.70	111594	July 2013	
10/3/2013	\$11,360.14	111904	August 2013	
11/1/2013	\$12,364.86	112211	September 2013	
12/3/2013	\$10,389.91	112588	October 2013	
1/2/2014	\$9,571.30	112871	November 2013	
2/3/2014	\$8,535.08	113303	December 2013	
	\$111,539.64			

#2

COMPREHENSIVE
ANNUAL
FINANCIAL REPORT



DuPage County, Illinois

For the Fiscal Year Ended November 30, 2013

Submitted by:

*Paul Rafac
Chief Financial Officer*

DUPAGE COUNTY, ILLINOIS

C-4

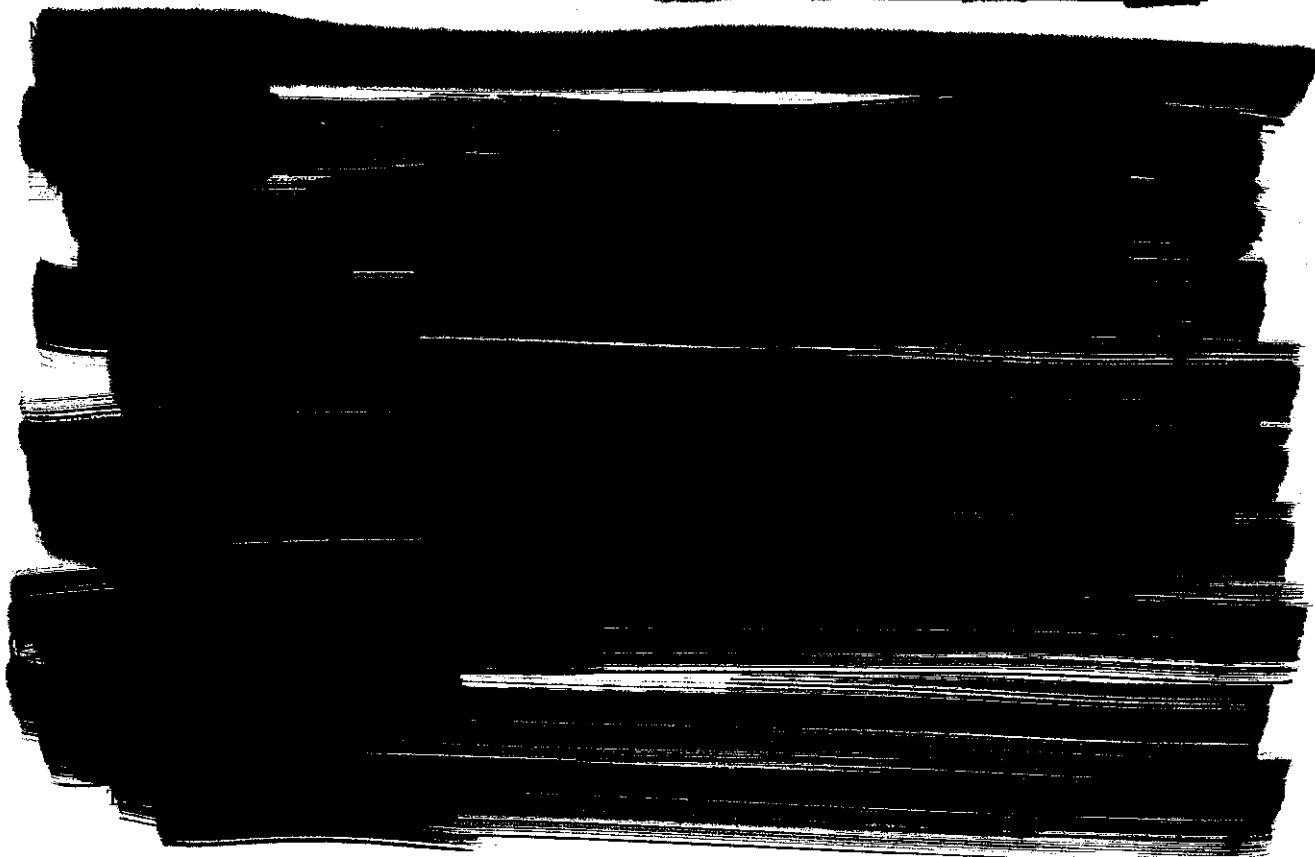
SCHEDULE OF REVENUES - BUDGET AND ACTUAL - BY DEPARTMENT (CONT.)

GENERAL FUND

Year Ended November 30, 2013

With comparative actual amounts for the year ended November 30, 2012

	Final Budget	2013 Actual	Variance with Budget Positive (Negative)	2012 Actual
<u>COUNTY JAIL</u>				
Work release program fees				
Bond processing fees				
S.W.A.P. program fees				
Arrestees' medical cost reimbursement				
Federal reimbursement				
Social Security reimbursement				
Professional services reimbursement				
Inmate account	14,870	18,421	3,551	13,599
Commissary and telephone account	361,128	98,728	(262,400)	222,661
Other				
Total County Jail				



#5

EXHIBIT B

Call Rates

Call Rates – Collect*

COLLECT CALL RATES		
	Connect	Rate/Minute
Local	\$3.00	\$0.27/minute
Intralata	\$3.00	\$0.27/minute
Interlata	\$3.00	\$0.27/minute
InterState	\$3.00	\$0.27/minute

Call Rates – Debit*

DEBIT CALL RATES		
	Connect	Rate/Minute
Local	N/A	\$0.30/minute
Intralata	N/A	\$0.30/minute
Interlata	N/A	\$0.30/minute
InterState	N/A	\$0.30/minute
International	N/A	\$0.30/minute

Call Rates – Prepaid Collect*

PREPAID COLLECT CALL RATES		
	Connect	Rate/Minute
Local	\$2.50	\$0.26/minute
Intralata	\$2.50	\$0.26/minute
Interlata	\$2.50	\$0.26/minute
InterState	\$2.50	\$0.26/minute

*Rates do not include State, Federal and Local Taxes or Regulatory Fees

GENERAL ORDER NUMBER: **COR 6-15.3**

EFFECTIVE DATE: **08/02/09**

REFERENCES: **4-ALDF-5-B-1,2,3,4**

CHAPTER: **Communication, Mail and Visitation**

SUBJECT: **Inmate Visitation**

#8

I. POLICY:

To permit the inmates to have visits with family, friends, attorneys, and professionals under conditions consistent with the security of the jail.

II. DEFINITIONS:

None

III. PROCEDURES:

All regulations pertaining to visiting shall be made available to all inmates at admission. The number of visitors an inmate may receive and length of visit shall be limited by the jail's schedule, space and personnel constraints or when there are substantial reasons to justify such limitations. Conditions under which visits may be denied are defined in writing within the visiting brochure and the inmate rules and regulations. The DuPage County Jail shall provide a Visiting Room for inmates and their visitors that allows ease and informality of communication in an environment as free from custodial as possible. It shall be arranged with the comfort of the visitor in mind. Space is provided to permit the appropriate screening and searching of both inmates and visitors. Space shall also be provided for the storage of visitors' coats, handbags, and other personal items not allowed into the visiting area.

A. **General Visitation: All visitors, ages 16 years and above, shall present a photo identification in order to visit an inmate.** The Visitation Deputy shall periodically announce this prerequisite to arriving visitors so as to keep visitors informed of this policy. Signage shall be in place at visitation indicating this policy. Only the following forms of photo identification shall be accepted:

1. State identification
2. State driver's license
3. United States military identification

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4. United States passport (*not the World Passports*)
5. Consular Identification document (**those providing the Consulate Identification document, as a document ID for visitation, will also need to Present another form of ID from the above ID's listed**)

The Visitation Deputy shall check the photo identification to ensure that the photograph matches the person visiting and also to ensure the name recorded in the visitation log matches the name on the photo identification. Visitors are also to be instructed to write legibly all the information required in the log. The Visitation Deputy shall initial and write his or her employee number next to the recorded name indicating the former actions were in fact accomplished prior to the visit. Discrepancies shall be reported to a Supervisor and an incident report shall be completed noting the same. If the address that is recorded in the visitation log does not match the address appearing on the I.D. but the picture matches the individual, the visit shall still be granted. However, the Visitation Deputy should explain to the visitor that the I.D. should be updated to reflect the current address.

B. **Schedule:** State statutes require that inmates receive one (1) fifteen (15) minute visit per week. Every attempt shall be made to provide all inmates of the DuPage County Jail with at least one (1) thirty (30) minute visit per week.

1. Sunday is day one (1) of any week and since inmates shall only receive one (1) visit per week, it is recommended that family and friends arrange or come together their visits to avoid disappointment.
2. **Inmates are allowed no more than four (4) visitors** (including children) at any given time period in the visiting area.
3. **Rotating or changing of visitors** may not be permitted.
4. Information to visitors about the visitation rules, regulations and public transportation shall be available at the visitation registration area.
5. **All persons may visit any inmate** incarcerated at the jail, no approved visiting list is required. Persons shown to constitute a threat to the inmate or the security of the facility or visitors may not be allowed to visit. There may be a court order preventing a certain named visitor or inmate to have a visit. A copy of any known court orders will be kept in a Court Orders Notebook at the Visitation Desk.

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6. **An inmate may choose to refuse** to see any visitor. A copy of the inmate's request to refuse a certain visitor will be provided for reference or if it just occurred that day will be recorded on the visitation log sheet.
7. **Persons 16 years of age and under** shall be accompanied by an adult.
8. **All visitors should arrive at least 30 minutes prior** to the visit to register. All visitors shall be required to register on the form provided, giving their full name, address, and relationship to the inmate.
9. **Visitors may not be permitted to take** the following items into the visitation area:
 - a. Purses
 - b. Packages
 - c. Bags
 - d. Smoking materials
 - e. Hand held items
 - f. Cellular phones
 - g. Pocket knives
 - h. Chemical sprays
 - i. Food items
 - j. Liquids
 - k. Etcetera
10. **Visiting Days and Hours:**
 - a. Male Inmates:
 - i. Sunday/Wednesday 8:00 a.m.-10:30 a.m.
1:00 p.m.- 3:30 p.m.
 - b. Female Inmates:
 - i. Tuesday 8:00 a.m.-10:30 p.m.
 - ii. Saturday 8:00 a.m.-10:30 a.m.
1:00 p.m.- 3:30 p.m.
11. **All visitors will be expected to conduct** themselves appropriately while visiting.
12. **All visitors shall move through a scanning device** before their visit with an inmate. Visitors may not normally be searched. If the Visiting Deputy suspects unapproved item/s are on the visitor, the Visiting Deputy shall notify the Duty Watch Commander/Supervisor and he/she shall determine that it is necessary to pat search a visitor.

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The visitor shall be asked if he/she wishes to consent to the pat search. If the visitor refuses to agree to the pat search, he/she shall be asked to leave the jail. If this should happen, an incident report shall be completed by the Visitation Deputy and forwarded to the Watch Commander/Supervisor. Copies shall also be forwarded to the inmate's file and the Accreditation Manager.

13. **All visitors shall be required to register** on the form provided, printing their full name, address, the name of the inmate they wish to visit, and their relationship to the inmate. Failure to properly complete this form shall result in the visit being denied.
14. **Visitors may not enter any area** in the jail except the visiting area and the route to and from.

C. **Trusty Status:**

1. **Regular Trusty Status:** Inmates assigned to regular trusty status may receive one, (1) sixty (60) minute visit or two (2) thirty minute visits per week.
2. **Kitchen/Laundry Trusty Status:** Inmates assigned to kitchen or laundry trusty status may receive 90 minutes of visiting per week. This time shall be split into three (3), thirty (30) minute visits and no more than two (2) visits shall be permitted on any one (1) visiting day.
3. **Kitchen Trustys** should coordinate with their visitors to ensure that the visits may not conflict with their work assignments. Visits may not take place during the inmates assigned working hours.

D. **Denied Visitation:** Inmates may not be denied access to visitation with persons of their choice, except where there is clear and convincing evidence that such a visit would jeopardize the safety and security of the jail. No person shall be denied permission to visit solely because of sex, race, religion, age, marital status, status as an ex-offender, or having visited another inmate.

E. **Suspended Visitation:** Visiting privileges shall be suspended only by the order of the Chief or above. Visiting may be suspended as a disciplinary sanction only when the offense specifically involves visiting. Prior to suspending visits, a notice shall be given to both the inmate and visitor of reasons for the suspension. Both the inmate and visitor shall be allowed time to submit written or oral statements in opposition of proposed suspension.

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Visits may be terminated and/or visiting privileges suspended under, but not limited to, the following circumstances:

1. Any visitor who appears to be under the influence of an intoxicating beverage or drug.
2. Loud, rude, boisterous or obnoxious behavior (Disorderly Conduct).
3. Failure to maintain control of children while visiting (Children may not be allowed to wander around the visitation area).
4. Wearing or displaying any items, or making any gestures which may indicate gang affiliation.
5. Refusal to obey lawful orders from visiting staff.
6. Insufficient space.
7. Refusal or inability to produce proper identification.

F. **Approved Special Visitation:** Approved special visits shall be documented using the "**Approved Special Visit Registration Form**", located at the visitation desk. Any approved request slip or count order papers instructing such visits shall be attached to this form as record. At the end of the month, this form shall be filed along with the other visitation records for future reference. The Administrative Assistant to the Corrections Bureau Chief may approve requests for additional or special visits. Each request shall be considered on an individual basis.

1. **Approved Special Visit Logbook:** Shall contain the following information:
 - a. Visitor's name and address
 - b. Visitor's relationship to the inmate
 - c. Inmate's name and housing location
 - d. Time in/Time out
 - e. Length of visit
 - f. Approved by
 - g. Date
 - h. Reason
 - i. Identification checked by what Deputy
 - j. Deputy's name and I.D. #
 - k. Additional instructions or information (i.e., copy of the identification checked by the Visiting Deputy).
2. **Some examples of special visits are:**
 - a. Special court orders
 - b. Inmate requests for visitors from out of state
 - c. Special professional visits such as interpreters
 - d. Approved visits out of the ordinary time frame

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- G. **High Risk Inmates:** There are some inmates who, due to certain circumstances, be considered High Risk. Such circumstances involve a need for extra security such as the following:
1. Disciplinary Status:
 - a. Two (2) Deputy Escort
 - b. Escape Risk
 - c. Threat to others, etc.
 2. Watch Status:
 - a. Continuance
 - b. Suicide
 3. Court Orders
 4. Any other factor where a particular inmate's visitation could present a risk to the inmate, others, or the visitor.
 5. Security and Safety List: The Mental Health Physician shall provide a list of inmates that he/she believes is a definite threat to the safety and security of both the staff and the facility. The inmates listed here are seen as being much more a risk than other inmates. This list shall be read at all roll-calls so that the staff is aware of the concerns listed. These inmates shall be supervised whenever they are outside of their cells. In order to recognize each of these inmates on the population board at a glance, a magnetic red circle shall be placed next to their names. The red circle on the population board shall indicate that they are a significant security risk and shall be handled as such. This list shall be updated each week and distributed on the first day of the week to all three (3) watches, Corrections Bureau Chief, Health Services Administrator, Civil , Administrative Assistant to the Chief, J.U.S.T. staff, and the Jail's Chaplin.

In the above mentioned situations, the visitation booths at Central Control shall be utilized. The Administrative Assistant shall make the determination as to whether any inmate meets the criteria for this extra security visit. The Central Control Deputy and the DL1-A Escort Deputy shall pay particular attention to any inmate receiving a visit in this area under these circumstances.

- H. **Professional Visitation:** Attorneys, Probation , T.A.S.C. Representatives and other professionals, shall be permitted to visit at any reasonable time or as approved by the Duty Watch Commander/Supervisor.

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1. All professional visitors shall be required to present proper identification.
 2. Each professional visitor shall ensure that the proper information is printed in the Professional Visitation Logbook. If seeing more than one (1) inmate, they shall ensure that the book is filled out for each inmate they see.
 3. Professional visitation shall have priority over regular visitation. However, if all visitation booths are full, the professional may be asked to wait for the next available booth.
 4. Any professional visitor wishing to have a contact visit with an inmate may do so after submitting to a pat search. (If the visitor refuses to comply with the pat search, he/she shall be advised that a contact visit may not take place, but a non-contact visit may be arranged). Any item taken into a contact booth shall also be searched. Professionals may not be permitted to pass any item(s) to an inmate, until the item(s) has been inspected and approved by jail personnel. At no time may legal documents be read or censored by jail personnel.
 5. Should an Attorney come to visit an U.S Marshall inmate with an interpreter and the interpreter is a family member of the U.S. Marshall inmate, a contact visit **may not** be given. If the interpreter is a non-family member of the U.S Marshall inmate, the interpreter shall be run through L.E.A.D.S. prior to granting a contact Attorney visit.
 6. The Department of Probation and Court Services conducts Inmate DUI Evaluations at the jail for court proceedings. At times, the Probation Deputy requires the services of an interpreter whenever a non-English speaking inmate is being evaluated. Even though the interpreter may not be a DuPage County employee, the interpreter shall be allowed to accompany the Probation Deputy for the interview, as long as the Probation Deputy vouches for the interpreter at the visitation desk. The normal Professional sign-in procedures shall continue to be observed during this process.
- I. **Law Enforcement Officers and Assistant State's Attorneys:** Law Enforcement Officers and Assistant State's Attorneys shall be permitted, if they choose, to visit in the interview rooms located within the secure perimeter of the jail. These individuals shall be required to report to Master Control, Central Control, or Visiting Control, and be required to present proper identification. The Duty Control Deputy shall ensure that the proper visitation log is completed, and that a visitor's pass is issued if

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necessary, (exception to the visiting control, in which case the Central Control Deputy shall issue the pass). Uniformed Officers are not required to wear a visitor's pass, however, they shall be required to check in so the proper visitation log can be completed.

- J. **Clergy Visitation:** The Director of J.U.S.T. of DuPage shall identify members of the clergy as such before visitation are permitted. This applies only if the visit is to take place during other than normal visitation days and hours. Once identified, the Director of J.U.S.T. of DuPage shall place the member's name in the Clergy Visitation Directory and call the Visitation Deputy to place the same on the directory located at the visitation desk. This directory shall indicate the name of the clergy member and the inmate they are requesting to visit. These visits shall be permitted during reasonable hours or as approved by the Duty Watch Commander/Supervisor. Members of the clergy may visit any inmate and may not need to be identified, if they are visiting on a normal visiting day, during normal visitation hours. They shall be required to follow the same procedure as the regular visitors, (e.g. signing in and using the non-contact visitation booths).
- K. **Security During J.U.S.T. and Deacon Interviews:** When inmates are brought to interview rooms or classrooms used by J.U.S.T. staff or the Deacon, the door to the room shall remain unlocked to ensure easy access. After the interview or class ends, the door shall be secured to prevent unauthorized entry. J.U.S.T. staff and the Deacon may not leave any inmate unattended in an interview room or classroom. In those rooms with intercoms, the Housing Control Deputy shall monitor in the same fashion as is done with medical staff. J.U.S.T. staff and the Deacon shall inform security staff prior to the start of any class or interview and also at the conclusion of the same. Deputies shall provide security for interviews if the same is requested by the J.U.S.T. staff member and the Deacon or if the inmate is a known security risk. The Deputy(s) shall be positioned outside the room in view of the interview but not overhearing the conversation. Other security measures (hand/leg restraints) may be used if deemed necessary by security staff. If onsite security is not warranted or requested, J.U.S.T. staff and the Deacon classes and interviews in the "B" building shall be viewed by the Deputy assigned to the area at a minimum of every ten (10) minutes. The "A" building layout allows for instant viewing or monitoring by intercom by the Housing Control Deputy.

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- L. **Hospital Visitations:** Visitation for hospitalized inmates shall be conducted using the following guidelines:
1. The inmate may not receive visitors unless authorized by the Duty Watch Supervisor or higher authority. Once approved the Deputy shall also do an incident report documenting the approval and such information needed as the same on the "Regular Visitation" registration log. A copy of this incident report shall be forwarded to the Accreditation Manager and copies to the inmate's file and the Visitation Logbook.
 2. When authorized, these visits shall be accomplished during regular hospital visiting hours only. Also, for any such visits, the approving Supervisor shall arrange for additional security while the visit is taking place.
 3. With the exception of Attorney's, visits shall be restricted to immediate family members with the proper identification and shall be normally for a period of thirty (30) minutes. Afterwards, the Deputy shall call the Visitation Deputy or the Watch Commander/Supervisor at the jail and inform them of the name, address, relationship to the inmate, time in/time out of the visit.
 4. Visits shall be non-contact in nature and the Deputy shall present at all times. The exception to this shall be during an Attorney visit, in which he/she can observe the visit but not overhear the conversation.
 6. With the exception of an Attorney's briefcase, purses, suitcases, food, etc., may not be allowed in the room. Attorneys wishing to take their briefcases into the room shall be advised that they must open the briefcase for inspection of contents. If they refuse to allow the inspection, the briefcase may not be in the room. The Attorney shall also be advised not to give the inmate any item without prior approval.
 7. Visitors may not give the inmate any food, drink, personal articles etc., without the approval of the Duty Watch Supervisor or higher authority.
 8. Should any unauthorized visitor arrive and refuse to leave when requested, the Deputy shall immediately notify the Watch Commander/Supervisor shall determine what actions shall be taken.

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M. **National Consulars:**

1. **Consular Officers** shall be free to communicate with Nationals of the sending state and to have access to them. Nationals of the sending State shall have the same freedom with the respect to communicate with and access to Consular Officers of the sending State.
2. If he so requests, the competent authorities of the receiving State shall, without delay, inform the Consular post of the sending State if, within its Consular District, a National of that State is arrested or committed to prison or to custody pending trial or is detained in any other manner. Any communication addressed to the Consular post by the person arrested, in prison, custody or detention shall also be forwarded by the said authorities without delay. The said authorities shall inform the person concerned without delay of his rights under this sub-paragraph.
3. **Consular Officers** shall have the right to visit a National of the sending State who is in prison, custody, or detention, to converse and correspond with him/her and to arrange for his/her legal representation. They shall also have the right to visit any National of the sending State who is in prison, custody, or detention in their district in pursuance of a judgment. Nevertheless, Consular Officers shall refrain from taking action on behalf of a National who is in prison, custody, or detention if he/she expressly opposes such action.
4. **The rights** referred to in section #1 shall be exercised in conformity with the laws and regulations of the receiving State, subject to the proviso, however, that the said laws must enable full effect to be given to the purposes for which the rights accorded under this section are intended.
5. **Foreign Nationals** at the DuPage County Jail shall have access to the diplomatic representatives of the country of citizenship.
6. **Consular Identification:** Consular Identification shall be accepted as a valid identification of a person. Any visitor presenting a Consulate photo identification shall be permitted to visit an inmate at the jail as long as the Consulate Identification does not appear to be forged, fraudulent or altered in any manner, or the holder does not appear to be the same person on the Consular Identification Document.
If it does appear to be forged, fraudulent or altered, or the holder does not appear to be the same person in the photo, additional forms of identification shall be requested.

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The visit shall be denied if the visitor is unable to present any other acceptable identification.

A Supervisor shall be notified and an incident report prepared for any visit that is denied. The report shall specify the reasons the visit was denied as well as a photocopy of the identification in question shall be included with the report.

The Consular Identification includes the following data:

- a. The name and address of the individual to whom it is issued.
- b. The date of issuance.
- c. The name of the issuing Consulate.
- d. The date of expiration.
- e. An identification number.

The Consular Identification Document must include an English translation of the data fields.

7. **The World Service Authority (WSA)** issues official-looking documents including "World Passports". The U.S. State Department stated that WSA passports are **NOT VALID**, and can not be used by U.S. citizens or aliens entering or leaving the United States. This is considered nothing but a novelty item and is not acceptable for identification for Visitation. The document is a 40-page, passport-size document with a bright blue cover with gold lettering, with the words, "**WORLD PASSPORT**", along with a global picture on the front cover.

N. **Search of Visitors:** A sign shall be posted at the visitation entrance and at the visitation desk advising that, "All Persons And All Items Brought Onto The Jail Property Are Subject To Search". This sign shall also be posted at the entrance area into the A & B Buildings.

1. Visitors may not be searched unless approved by the Watch Commander/Supervisor and then only upon approval of the visitor.
2. If it is suspected that a visitor is concealing contraband, it shall be brought to the attention of the Watch Commander/Supervisor who, after assessing the situation, may decide to have the visitor submit to a pat search. If the visitor refuses to comply, he/she shall be required to leave the jail immediately. If the visitor complies, an Deputy of the same sex shall do the pat search. A detail incident report shall be prepared by the Visiting Deputy of any such occurrence. **EXCEPTION:** Any Attorney wishing to visit an inmate in a contact visiting booth, shall be asked to submit to a standard

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pat search and a search of any containers (i.e. briefcase, purse) carried prior to entering the visitation area. If he/she does not wish to comply, the contact visit shall be denied, but arrangements may be made for a non-contact visit. The Deputy only may request that a visitor submits to a pat search. **The Deputy may not order or attempt to force any visitor into a pat search.** If the visitor refuses the Deputy's request, that visit shall be terminated immediately. At no time may a visitor be strip-searched.

- O. **Searches of Inmates:** All inmates shall be completely, accurately, and thoroughly pat searched immediately after the termination of the contact visit to preclude the introduction of contraband. **Inmates may not be strip-searched unless circumstances exist which warrant such a search, and only upon the approval of the Duty Sergeant or higher authority.** All strip searches that are conducted shall be done with strict adherence to all applicable federal and state statutes, case law, and policy and procedure.
- P. **Property:**
1. Inmates are allowed to maintain **only one (1) set of clothing in the property storage area.** All other clothing shall be released. Clothing shall only be accepted if the inmate is releasing or has previously released his/her clothing. The inmate shall fill out a property release form and turn it in on the day prior of the visit. The inmate shall list and describe each item to be released and to whom they shall be released on the form.
 2. Gym shoes **will not be accepted at Visitation.** A high grade name brand gym shoes will be available through Commissary.
 3. Photographs with a limit to the size of 8x10, may be accepted in a reasonable amount, but Polaroids or pornography may not be accepted.
 4. All accepted items shall be carefully searched for contraband by the Visiting staff and the appropriate paperwork completed, (property log, receipt). The items shall be placed into a clearly marked property bag and kept in a designated area until these items are checked for contraband. Once the items are determined to be safe and secure, those items allowed for regular use shall be distributed to the rightful inmate.

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5. Property shall be accepted only on visitation days, Court ordered clothing may be received any day as long as the court order is with the clothing for court.
- Q. **Money Orders:** Money orders **may not** be accepted through visitation. All money orders shall be sent to the inmate through the mail or by Western Union.
- R. **Planning of Visits:** Visitors should always plan their visits carefully in advance to ensure the person they are wishing to visit has not been released or transferred to another institution. Surprise visits often end in great disappointment and prove to be a waste of time and money.
- S. **Contact Visits:**
1. The Deputies working in the Floor Control Rooms shall ensure that when a contact visit is completed, that the public side door is closed and secured. This can be monitored easily in that there is a light on the floor control panel that indicates if the public side contact visit booth door is open or secured. The Deputies assigned to the Floor Controls shall monitor these lights and ensure that the public side contact visit doors are secured. This will prevent visitors from putting contraband into the contact visit booths slot and having an inmate open the inmate's side of the contact booth and getting the contraband.
 2. At any and all times a contact visit is taking place there shall be a Deputy at the nearest Control Center to the visit during the entire time the visit is taking place. In each case, the Control Center Deputy or staff member is within view of the visiting area.
 3. At the end of any such visit, the visiting Attorney, etc., shall be let out of the booth at the same time as, or before, the inmate is.
 4. The Deputy present monitoring the visit shall visually ensure that both the Attorney and the inmate have indeed left the contact booth. The Deputy may not assume they did after the release button is engaged. This can be done by calling for another Deputy to do this and then confirming the same. This shall also be done at the booth and where the Deputy looks directly into the booth, to ensure that no one is still there. The Deputy monitoring any contact visit may not leave their post until they are sure that the contact booth(s) are indeed empty.

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5. For a second check on these booths, at the beginning of each tour of duty, the Watch Supervisor shall send a Deputy to check all the contact booths for status as to being used, empty if they should be, contraband present, and in general their upkeep and cleanliness. After this check, the Deputy shall report to that Watch Supervisor with a status report and the Watch Supervisor shall give direction for any problem encountered.
- T. **Hearing Impaired Inmates:** All Corrections Bureau personnel shall physically wake all known hearing-impaired inmates for all activities. This shall include, but not limited to, meals, sick call, medical passes, recreation room and any other open call activity. This is to ensure that these inmates receive the same rights and opportunities as the rest of the inmate population, due to the inmate's inability to hear any announcements made by staff members.
- U. **Panic Alarm:** The Deputy assuming the post shall test the panic alarm at the visitation desk when they take over the post.
- V. **Visitor's Property:** Storage space shall be provided for the visitor's handbag and other personal items that are not allowed into the visiting area.
1. A set of lockers shall be maintained at the visitation desk for the visitors who arrive by means of public transportation to store handbags and other personal items.
 2. A cursory search of the items to be stored, shall be conducted by the Visitation staff member prior to the placement of the items into the storage locker. Suspicious items may not be stored inside the locker.
 3. In the presence of the visitor, the items shall be stored in the locker and the key to the locker provided to the visitor. Upon departure of the visitor, the visitor shall return the key to the Visitation staff member for the purpose of obtaining the items temporarily stored.
 4. Visitors with privately owned vehicles shall be required to store their handbags and other personal items within the vehicle in which they arrived.

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Reviewed and Revised as of 01/01/93
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Reviewed and Revised as of 01/01/01
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Revised as of 12/08/05
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Reviewed as of 01/01/94 (no revision)
Reviewed and Revised as of 01/01/96
Reviewed as of 01/01/98 (no revision)
Reviewed and Revised as of 01/01/00
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