



Aitkin  
County

# Board of County Commissioners Agenda Request

21  
Agenda Item #

**Requested Meeting Date:** April 10, 2018

**Title of Item:** Inmate Text Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Sheriff Scott Turner		<b>Department:</b> Sheriff's Office
<b>Presenter (Name and Title):</b> Sheriff Scott Turner		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b> Reliance Systems Inmate Text Location Agreement		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve contract and authorize signatures.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> The cost will covered by Reserve Inmate Welfare Funds.		

Legally binding agreements must have County Attorney approval prior to submission.

**SCOTT A. TURNER**  
**SHERIFF OF AITKIN COUNTY**

217 Second Street NW, Room 185  
Aitkin, MN 56431

218-927-7435 Emergency 911  
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887  
TOLL FREE 1-888-900-2138

**MEMO**

TO: Aitkin County Board

DATE: April 2, 2018

FROM: Sheriff Scott Turner

RE: Reliance Texting Contract

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Attached is a copy of the texting contract from Reliance Systems, Inc. As you recall from my 2017-end-of-year presentation I talked about this and how it could be a potential revenue generator for the inmate welfare fund. It will cost no money for us to employ these devices as the revenue generated is split with the equipment provider. Reliance Systems, Inc. is the current provider of the inmate telephone system. We are happy with that service. This contract has been reviewed by County Attorney Jim Ratz.

We would like the authority to enter into the contract with Reliance Systems, Inc. for this service in the jail. If you have any questions, please do not hesitate to call.

Thanks,

Scott

## Reliance Systems Inmate Text Location Agreement

STATE OF (Minnesota)

COUNTY OF (Aitkin)

This Inmate Text Location Agreement made this the 23rd day of March, 2018 by and between, Aitkin County Jail hereinafter called LESSOR and Reliance Systems Inc. operations located at 1533 South 42"d Street, Grand Forks, ND 58201, hereinafter called LESSEE, with the following terms and conditions.

LESSOR, for and in consideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as: County Name, City/State: Aitkin County Jail. Aitkin. Minnesota and does hereby grant, an exclusive right and license, for a term of (5) years, to install and operate texting devices to provide texting services. This agreement shall be automatically renewed, unless a notice is given 30 days prior to the termination date. The effective start date shall be the 23rd, day of March, 2018.

LESSEE shall pay LESSOR a 35% cost recovery fee calculated from the gross revenue derived from the operation of the texting services, in return for the exclusive right to install and operate the texting equipment on the premises. Payments to LESSOR shall be on a monthly basis within thirty days after the end of each calendar month. Revenue from the rental of the devices are excluded from the cost recovery fees.

LESSEE shall, at its sole expense, cause collections to be made from the texting services. Lessee shall provide the ability for the LESSOR to monitor and review all communications leaving the jail. Lessee shall provide a detailed report of all of the texting that are used to determine gross revenue.

LESSOR and LESSEE hereby agree that: LESSOR shall notify LESSEE of any malfunction or loss of texting services and shall allow LESSEE access to LESSOR'S place of business during normal business hours for repair and maintenance. LESSEE shall promptly repair or replace faulty equipment and otherwise assure texting service is available at all times.

LESSOR shall exercise reasonable care in preventing damage or destruction to equipment installed and provided under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by the willful misconduct of LESSOR.

### Data Privacy

Pursuant to Minn. Stat. Ch. 13, LESSEE agrees to maintain and protect data on individuals received, or to which LESSEE has access, according to the statutory provisions applicable to the data. LESSEE understands it is subject to the requirements of the Minnesota Government Data Practices Act. LESSEE agrees that all data created, collected, received, stored, used, maintained or disseminated by LESSEE in performing government functions is subject to the Minnesota Government Data Practices Act's requirements and that LESSEE must comply with those requirements as if it were a government entity. LESSEE agrees to indemnify and hold LESSOR, its officials, agents, and employees, harmless from any and all claims or causes of action arising from or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act by LESSEE or its agents or employees, including legal fees and disbursements paid or incurred to enforce this provision of this Agreement.

#### Records Auditing and Retention

LESSEE's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the LESSOR and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 168.06, subd. 5. LESSEE agrees to maintain such evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

#### Insurance Requirements

Basic insurance requirement and automobile coverage limits should also be at least 1.5 million. The LESSEE shall have Certificates of Insurance on file with the Aitkin County Sheriff's Office.

#### Intellectual Property Indemnification

LESSEE will defend, indemnify, and hold LESSOR harmless from any loss, cost, expense, or liability (including attorneys' fees), that LESSOR may incur or incurs as a result of any and all claims that LESSEE {or its software) violates or infringes on any patent, copyright, trade secret, or any other proprietary right of any third party. If such a claim occurs, or is likely to occur, LESSEE shall either procure for LESSOR the right to continue using the equipment, software and, or work product, or replace or modify the equipment, software and, or work product, at LESSEE's expense. If an option satisfactory to the LESSOR is not reasonably available, upon written request of LESSEE, and at the expense of LESSEE, LESSOR shall return, at LESSEE's expense, the equipment, software, and/or work product to LESSEE. This remedy shall be in addition to, and not be exclusive of, other remedies provided in law and equity.

#### General Indemnification

LESSEE will defend, indemnify, and hold LESSOR, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney fees and expenses arising out of any act or omission on the part of LESSEE, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by LESSEE or the subcontractors, partners or independent contractors or any of their agents or employees under the Agreement.

#### Applicable Law

This Agreement and performance hereunder shall be governed by the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of law of such state or international treaties. Any litigation regarding this Agreement or its contents shall be filed in the County of Aitkin, Minnesota, if in state court, or in the federal district court nearest to Aitkin County, if in federal court.

#### Assignment

LESSEE shall not assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the LESSOR, nor shall LESSOR's consent be unreasonably withheld. Any attempt by LESSEE to assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for the LESSOR to immediately terminate the Agreement.

#### Non-Discrimination

LESSEE agrees to abide by all provisions of Minnesota Statutes section 181.59, as amended, entitled, Discrimination on Account of Race, Creed, or Color Prohibited in Contract. LESSEE agrees to abide by all federal laws prohibiting discrimination. LESSEE agrees not to

discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by LESSEE, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

**Workers Compensation**

LESSEE guarantees that it shall have Workers Compensation Insurance in effect throughout the term of this Agreement, as required by Minnesota Statutes section 176.182, and shall provide a certificate evidencing insurance to the LESSOR prior to executing the Agreement.

**Independent Contractor**

LESSEE agrees that it is performing this Agreement as an independent contractor for the LESSOR.

LESSEE is responsible for installation of all equipment, software and training at no cost to the county.

All equipment, supplies and software furnished remains the property of the LESSEE. This is the sole agreement between the parties hereto superseding all previous agreements and shall bind the parties, their successors and assigns. Each acknowledges the receipts and retention of a fully executed copy hereof.

EXECUTED this 23rd day of March, 2018

LESSOR: Aitkin County, Minnesota

BY: County Board Chair \_\_\_\_\_

BY: County Administrator \_\_\_\_\_

LESSEE: Reliance Systems, Inc.

BY \_\_\_\_\_

Dave Hangsleben, President