



## **AGENDA**

### **LAW ENFORCEMENT COMMITTEE**

Monday, July 10, 2017

1:15 p.m.

2161 University Drive, Marinette, WI

Law Enforcement Center Conference Room

1. Call to order. Roll call.
2. Approve/Amend Agenda Items.
3. Approve/Amend Minutes of June 12, 2017.
4. Public Comment – Speakers will be limited to 5 minutes.
5. Dispatch Update – Information Only.
6. Emergency Management Update – Information Only.
7. Jail Update – Information Only
8. Discuss/consider RAPID Financial Solutions agreement to process prepaid inmate debit cards at release of jail, previous item from May 8, 2017, action if any. (Attachment)
9. Sheriff's Report – Information Only.
  - Citation/Incident/Accident report.
  - Overtime report.
10. Discuss/consider Sheriff's Office Financial Report, action if any.
  - a) approve budget adjustments (Transfers)
  - b) review paid invoices
  - c) act on uncollectible accounts
  - d) act on accounts to write off and turn over to the Finance Department for Collections
  - e) update status of accounts turned over for Collections
11. Identify future items to be placed on Agenda.
12. Set next meeting date.
13. Adjournment.

**Note:** Agenda items may not be considered and acted upon in the order listed.

**Note:** Supervisors present at this meeting may constitute an unintended quorum of other county board committees. Supervisors appointed to the committee shall participate in action. Others may be present to listen and observe.

Chair	Ken Keller	County Board Chairperson	Posting
Vice Chair	Cheryl Wruk	County Administrator	
	Paul Gustafson	Corporation Counsel	
	Mike Behnke	County Clerk	
	George Kloppenburg	Media	

If you are an individual who needs a special accommodation while attending this meeting as required by the "Americans With Disabilities Act", please notify County Clerk, Marinette County Courthouse (715) 732-7406, at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TTD #715 732-7760)



**MINUTES  
LAW ENFORCEMENT COMMITTEE**

Monday, June 12, 2017

1:15 p.m.

1926 Hall Avenue, Marinette, WI  
Courthouse Jury Assembly Room

**Members Present:** Paul Gustafson, Ken Keller, Cheryl Wruk, George Kloppenburg and Mike Behnke  
**Excused:**

**Others Present:** County Administrator John LeFebvre, Sheriff Jerry Sauve, Chief Deputy James Hansen, Emergency Management Eric Burmeister, Jail Administrator Robert Majewski, Lt. Barry Degnitz, Lt. Chris Lesperance, Lt. Jason Ducane, I.S. Director Kevin Solway, EagleHerald, Peshtigo Times, Bay Cities Radio and Secretary Fae Olson

**1. Call to order. Roll call.**

Ken Keller called the meeting to order at 1:15 p.m. Roll call taken.

**2. Approve/Amend Agenda Items.**

**MOTION (Behnke/Wruk)** to approve Agenda as presented. Motion carried.

**3. Approve/Amend Minutes of May 8, 2017.**

**MOTION (Gustafson/Kloppenburg)** to approve minutes as written. Motion carried.

**4. Public Comment.**

None at this time.

**5. Dispatch update.**

- April and May call volume.

**6. Nsight Telservices Agreement with Marinette County Dispatch.**

**MOTION (Behnke/Kloppenburg)** to approve Nsight Telservices agreement with Marinette County Dispatch, T-1 Radio for courthouse, Goodman, Niagara, Pound, and Silver Cliff, and approve Kirsten Bellisle as authorized representative to sign agreement. Motion carried. No negative vote.

**7. Emergency Management update.**

Eric Burmeister reported on the storm damage from Sunday, June 11<sup>th</sup>, trees and wires down, no injuries, approximately 7000 residents still without WPS service as of today, Emergency Management processing disaster fund reimbursements for municipalities.

**8. 2017 Port Security Grant Program.**

**MOTION (Gustafson/Behnke)** to approve Emergency Management request to apply for the 2017 Port Security Grant Program, with direct 25% cost match. Motion carried. No negative vote.

**9. Jail Update.**

- May inmate population report reviewed.
- Personnel update.
- New jail transport vehicle in process of change-over.

**10. Assistant Jail Administrator position.**

**MOTION (Kloppenborg/Behnke)** recommendation to Personnel Committee, Finance Committee and County Board to create an Assistant Jail Administrator position immediately and eliminate the Administrative Correction Officer position when vacant. Motion carried. No negative vote. (Attachment)

**11. PTS Solutions Annual Maintenance Agreement.**

**MOTION (Gustafson/Wruk)** to approve PTS Solutions Annual Maintenance Agreement, July 1, 2017 – June 30, 2018, SI-3000 Imaging Software, cost \$7,518.36. Motion carried. No negative vote.

**12. Interview rooms recording equipment proposals.**

Lt. Barry Degnitz, Detective Unit and Kevin Solway, I.S. Director presented proposals received for three interview rooms recording equipment with following information:

- Precise does not complete the proposal requirements.
- SGT is a brand new system that has never been used in any facility so there are no comparisons.
- iRecord is currently being used for dispatch recording so we have experience with their company, were able to make comparisons with other facilities, management and storage of information better suits our needs making documentation and tracking better.

**MOTION (Behnke/Gustafson)** to forward to Finance Committee for additional funding and recommendation to County Board to approve iRecord/Word Systems Agreement for three interview rooms recording equipment, cost \$27,617.00. Motion carried. No negative vote. (Attachment)

**13. Sheriff's Report.**

- Citation/Incident/Accident report.
- Overtime report.
- Squad change-overs update.
- Newest Deputy Andrew Rogers.

**14. Financial Report.**

Committee reviewed May 2017 Schedule of Invoices totaling \$145,726.61.

**MOTION (Gustafson/Behnke)** approval to write off uncollectable accounts: Inmate Reimbursements \$81,499.65. Motion carried. No negative vote.

**MOTION (Behnke/Gustafson)** approval to write off and turn-over to Finance Department for collections Inmate Reimbursement accounts in the amount of \$18,480.00. Motion carried. No negative vote.

Committee reviewed collections received from Finance Department: Inmate Reimbursements \$1,048.41 and Civil Process \$21.00 and collections received from Finance Systems Collection Agency: Inmate Reimbursements \$9,798.47 and Civil Process \$83.00.

**15. Future Agenda Items.**

None at this time.

**16. Next Meeting Date.**

*Monday, July 10, 2017 at 1:15 p.m.*

**17. Adjourn.**

**MOTION (Gustafson/Behnke)** to adjourn at 2:24 p.m. Motion carried. No negative vote.

Respectfully submitted,  
Fae Olson, Secretary

Date approved/corrected:



**Prepaid Debit Inmate Release Program  
Facility Agreement**

This Facility Agreement ("Agreement") is entered into by and between RAPID Financial Solutions, 2100 North Main Street North Logan, UT 84341("Processor") and

Entity Name:

Physical Address:

Phone Number: ( )

Fax: ( )

Hereinafter referred to as ("Facility").

Facility acknowledges and agrees that it is solely responsible for monitoring legal developments applicable to the operation of its business and Card operations including interpreting applicable state and federal laws, determining the requirements for compliance with all applicable state and federal laws, and maintaining an ongoing compliance program. Consequently, Facility agrees that Processor has no responsibility to monitor or interpret laws applicable to Facility's business, to monitor or review the terms and conditions of Facility's Card programs or Facility's selection of system options and programming, or to assure that Facility's selection of any system option or programming (either alone or acting in conjunction with other system options and programming selected by Facility) is consistent with laws applicable to Facility or the terms and conditions of Facility's agreements with, or disclosure to, its Cardholders or others. Processor shall use its best efforts to give Facility notice as soon as practicable prior to the making of any material changes to the System which are being made to comply with any known changes in federal or state laws, rules or regulations.

Facility acknowledges and agrees that it is solely responsible for registering or qualifying their business, and shall obtain and maintain all necessary licenses, permits and consents to conduct its activities, in any jurisdiction that requires any such registration qualifications, license, permit or consent, except where the failure to do so would not have a material adverse effect. Facility shall implement and comply with the Card Security Requirements outlined in the Facility Boarding Packet.

If any change in the Processing Services or the System are required by applicable laws, rules, regulations, Operating Rules of the Payment Networks, Issuer or other relevant financial institution, Processor shall promptly notify Facility of such modifications or changes and make modifications or changes, as necessary to, (i) the System and/or (ii) the manner and methods used to provide the Processing Services hereunder, as soon as practicable after Processor has been notified of such required changes by the Payment Network, Issuer or financial institution or learns of a law, rule or regulatory change. Any such modification or change so required shall be made without the need for Facility approval and at Processor's sole expense. Processor shall use its best efforts to give Facility timely notice of all material changes to the Program or System which are being made to comply with any known changes in federal or state laws, rules or regulations or the Operating Rules of the Payment Networks, Issuer or other relevant financial institution.

In the event that a Payment Network, Issuer, relevant financial institution or government agency shall notify Processor of any violation of laws, rules or regulations relating to Facility or transactions processed for Facility, Processor shall have the right, without liability to Facility for special or consequential damages, to terminate Processing Services on behalf of Facility under this Agreement until such time as Processor shall have been notified by the Payment Network, Issuer, financial institution or government agency that the violation has been corrected. Notwithstanding the foregoing, this provision is not intended to modify or alter the indemnification provisions contained elsewhere in this Agreement.

Facility acknowledges and agrees that the System shall not be used to make or facilitate any transaction that is fraudulent or illegal in any applicable jurisdiction. Processor shall have the right to preclude anyone's involvement with the System who may, in Processor's sole determination, violate any federal or state law, rule or regulation, violate Operating Rules. Processor reserves the right to monitor Card activity on its System and to shut down and/or suspend Processing Services in the event that it determines, in its reasonable discretion, that there is illegal, unusual, or suspect activity occurring in relation thereto. Processor shall have no liability to Facility for any adverse financial or other consequences that may result from any action taken pursuant to this Section.

Facility hereby authorizes Processor to ACH Debit and Credit the bank account at the depository financial institution named below (the "Designated Account") on a daily basis or as needed for the prior 24 hour cycle of credits to the card accounts.

Facility agrees to maintain the Designated Account. Facility hereby authorizes Processor to withdraw funds from the Designated Account without signature or notice to effect all offsets, deductions, and other transactions due Processor provided for in this Agreement. Facility further agrees to execute any additional documents that may be required for Processor to execute their rights under this document. Facility is solely responsible for all fees associated with maintaining the Designated Account. Processor shall notify Facility if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Processor. Facility shall promptly pay such amount to Processor.

This authorization is to remain in full force and effect until Processor has received written notification from Facility of its termination in such time and in such manner as to afford Processor and the depository financial institution named below a reasonable opportunity to act on it. Facility shall give Processor no less than three banking business days notice if the Designated Account is to be changed so as to allow enough time for Processor to make the necessary system modifications.

Bank Name:

Bank City:

Bank State:

Routing #:

Account #:

Bank Contact Name:

Contact Phone Number: (       )

Contact E-mail:

Facility acknowledges and agrees that card accounts are credited in real-time and Processor operates on a good funds model and that funds must be available and on deposit at the Processors financial institution before card accounts can be credited. Facility understand that Rapid Financial will cover the float on the funding and be pulling funds daily to offset the amount of monies that were loaded in the prior 24 hour period.

Current estimate of checks/cash issued per day to inmates that are being fully released to the street?: \_\_\_\_\_. We will use this number to determine your initial inventory needs of debit cards.

Cache Valley Bank  
101 North Main Street  
Logan, UT 84321  
Routing No if by wire: 124302325  
Routing No if by ACH: 124302325  
Account No: 95005427  
Account Name: ReleasePay Prefunding Account

The following individuals are authorized to act on behalf of Facility.

**Executive Contact**

Name:

Phone Number: ( )

Fax: ( )

E-mail:

**Administrative Contact**

Name:

Phone Number: ( )

Fax: ( )

E-mail:

**Primary Contact (for day to day operations)**

Name:

Phone Number: ( )

Fax: ( )

E-mail:

**Secondary Contact (for day to day operations)**

Name:

Phone Number: ( )

Fax: ( )

E-mail:

Facility understands and acknowledges that the System is a complex combination of hardware and software that is hosted by and/or interfaced with numerous other service providers and, accordingly, System and operational failures, malfunctions and other errors may occur from time to time resulting in, among other things, System access denials and/or delays, and periods when usage is suspended. Without limiting Processor's obligations hereunder, Processor shall use commercially reasonable efforts to minimize System and operational problems.

In addition, it is possible that System and operational problems may occur due to matters totally beyond the reasonable control of Processor, including, without limitation, those due to acts of God, fires, explosions or other casualties; acts,

regulations or decrees of governmental authorities or agencies, acts of financial institutions, Payment Networks or other service providers, wars, acts of terrorism or civil disturbances, embargos, strikes, lockouts or other labor disputes, power shortages, fluctuations or blackout and other similar causes.

Except in the case of willful misconduct or gross negligence, Processor's cumulative liability for any loss or damage, direct or indirect, for any cause whatsoever (including, but not limited to those arising out of or relating to this Agreement) with respect to claims relating to events in any one Processing Year shall not under any circumstances exceed the amount of the Processing Fees paid to Processor pursuant to this Agreement for Services performed in the immediately preceding two (2) month period.

EXCEPT IN THE CASE OF INTELLECTUAL PROPERTY INFRINGEMENT DAMAGES SUFFERED BY THE OTHER PARTY, IN NO EVENT SHALL PROCESSOR BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT PROCESSOR OR FACILITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

PROCESSOR SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, EXCLUDED BY AGREEMENT OF THE PARTIES. PROCESSOR AND FACILITY HEREBY AGREE THAT PROCESSOR'S OBLIGATIONS TO FACILITY AGREEMENT ARE RELATED TO PROCESSOR PROVIDING SERVICES. THAT THIS AGREEMENT IS A SERVICE AGREEMENT FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE AND THEREFORE THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE SHALL NOT APPLY TO THIS AGREEMENT.

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Utah, without reference to choice of law rules. Any Legal action, including an original complaint or third party claim, or any action arising under or related to this Agreement, including but not limited to a claim for payment under the Agreement, and also including any non-contract claim, shall be brought and maintained exclusively in a state or federal court of competent subject matter jurisdiction in Utah and the parties hereby submit themselves to the personal jurisdiction and venue of those courts for the purpose of any such action.

This Agreement does not create a relationship of agency, joint ventures, partners, employees, servants, or fiduciaries by and between Facility and Processor, and none of the terms and conditions contained herein shall be so construed. None of the parties shall have the power to bind or obligate the other.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, except that Facility may not assign this Agreement to any person or entity without the written consent of Processor.

The remainder of this page intentionally left blank.

The Undersigned authorizes Processor to obtain reference information, as it may require and deem appropriate, to validate the statements made within this Agreement.

IN WITNESS WHEREOF:

**FACILITY:**

By: \_\_\_\_\_

Date:

Name:

Title:

**PROCESSOR:**

By: \_\_\_\_\_

Date:

Name: Daren W. Jackson

Title: President and CEO

*For internal use only:*

Facility #: \_\_\_\_\_

Batch: \_\_\_\_ - \_\_\_\_\_

Group: \_\_\_\_\_

Program ID: \_\_\_\_\_ Time Zone: \_\_\_\_

ANI: \_\_\_\_\_

Prefix: \_\_\_\_\_ - \_\_\_\_\_