



Sheriff Kevin Bygd
Chief Deputy Marshall Muthauf

Dunn County Sheriff's Office

615 Stokke Parkway Suite G300
Menomonie, WI 54751
Communications Center: (715)232-1348
Business Office: (715)232-1564
Fax: (715)232-3900
www.DunnCountySheriff.com

Invoice

Printed on June 3, 2021

Billed To PRISON POLICY INITIATIVE
69 GARFIELD AV FLOOR 1
EASTHAMPTON, MA 01027

Invoice - Invoice Terms

Reference

Invoice # IN202100284
Invoice Date 6/3/21
Due Date 7/3/21

Item	Disburse To	Hold From Disb.	Amount Owed	Amount Paid
Copies - 9 pages		No	\$2.25	\$0.00
			Total Owed	\$2.25
			Total Paid	\$0.00
			Uncollectible	\$0.00
			Remaining	\$2.25

Comments

Records Request for Inmate Telephone Services Agreement

Invoice - Closing Text Block

Dunn County Sheriff's Office
615 Stokke Parkway Suite G300
Menomonie, WI 54751
Phone:

INVOICE

Mail Check or Money order

Thank You!

MEMORANDUM

TO : SAC, [illegible]

FROM : [illegible]

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Dunn County, Wisconsin** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

- 1. Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment, which has been estimated to be 12-15-2020 (such actual date the "Cutover Date"), and shall remain in force and effect for 5 years from the Cutover Date. This Agreement shall automatically renew for 2 additional terms of 1 year(s), each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
- 2. Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
- 3. Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
- 4. Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
- 5. Call Rates.** ICS shall provide calling services to retail consumers at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
- 6. Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls, except as expressly provided on Exhibit D.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose. Each Commission payment to County shall be final and binding unless ICS receives written objection from County within ninety (90) days of County's receipt of such payment.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates and amounts are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to the telephone Equipment materially consistent with industry practice.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
- i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. **Law and Venue.** The domestic law of the State of Wisconsin shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Dunn County of Wisconsin.
9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations

hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.

16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL

OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by *written records*; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.

24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

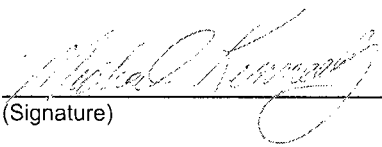
ICS shall provide certificates evidencing the above coverage amounts upon request from County.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

Dunn County, Wisconsin



(Signature)

(Signature)

Mike Kennedy

(Printed Name)

(Printed Name)

Vice President Sales & Marketing

(Title)

(Title)

12/8/2020

(Date)

(Date)

Exhibit A – County Addresses

Principal Business Address (used for all notices hereunder):

Dunn County Sheriff's Office
615 Stokke Parkway, Suite G300
Menomonie, WI 54751

Facilities & Service Locations:

<u>Facility Name</u>	<u>Service Locations</u>
Dunn County Jail	615 Stokke Parkway Menomonie, WI 54751

Equipment to be shipped to:

Dunn County Jail
615 Stokke Parkway
Menomonie, WI 54751

Commissions to be paid to:

Dunn County Sheriff's Office
615 Stokke Parkway, Suite G300
Menomonie, WI 54751

Exhibit B – Equipment & Services

The Enforcer® Inmate Telecommunications platform, housed in ICS' Atlanta data center and backed up at its data center in San Antonio, including:

- 23 stainless steel inmate telephones + 2 visitation phone sets
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- 1 master control visitation workstation
- 1 lobby visitation registration station equipped with security keyboard
- 13 inmate vPhone kiosks, enabled for:
 - Inmate phone calling
 - Onsite + remote video visitation, with required bandwidth provided by ICS
 - Resident Portal inmate visitation viewing & management
 - Commissary ordering
 - Grievance/request filing
 - Forms availability
 - Law library access
 - Document viewing – inmate rules, handbook, etc.
- 2 public vPhone kiosks to enable onsite visitation
- Consolidated user management of phone and video services via a single GUI (*single login*)
- Universal public Web portal to support Prepaid Account funding and visitation scheduling
- Online storage of all call recordings and call data for the entire contract duration
- Long-term recording storage of visitation sessions
- Unlimited Enforcer® user licenses
- JMS and commissary / banking interfaces to enable:
 - Automated inmate PINs
 - Cardless Inmate Debit Calling
 - Over-the-phone commissary ordering
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for facility staff & called parties
- Local technicians to provide onsite maintenance & support
- Initial and ongoing training for all facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Visitor™ Visitation Management Module:

- Scheduling & management of all types of visits, including onsite & remote visitation
- Web-based visitor registration

The Enforcer® Investigative / Premium Voice Biometrics Suite:

- The VerifierSM pre-call inmate voice verification
- The ImposterSM in-call continuous voice biometrics
- The Word DetectorSM keyword search tools
- The AnalyzerSM link analysis / data mining tools

The Enforcer® IVR Suite:

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Debit & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.16
Intrastate/IntraLATA	\$0.16
Intrastate/InterLATA	\$0.16
Interstate	\$0.16
International (Debit only)	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

<i>Payment Processing Fee (Live Agent)</i>	<i>\$5.95</i>
<i>Payment Processing Fee (IVR, Internet & QwikCall®).....</i>	<i>\$3.00</i>
<i>Direct Billing Statement Fee</i>	<i>\$2.00</i>

Other Service Fees (commissionable; see Exhibit D):

<i>Remote Video Visitation (per session up to 30 minutes).....</i>	<i>\$7.50</i>
<i>Inmate eMail (per message).....</i>	<i>\$0.25</i>
<i>Inmate Voicemail (per inbound message).....</i>	<i>\$1.99</i>

(All other fees free or waived)

Exhibit D – Commissions

ICS shall pay to County a Commission of 60% of the gross call revenue for all call types generated from County's Service Locations. ICS shall also pay to County a Commission of 50% of any service fees collected with respect to Inmate Voicemail and Video Visitation services; and 25% of any service fees collected with respect to Inmate eMail Messaging.

Commissions to County shall be prepaid at the beginning of each Term quarter. The first quarter commissions will be paid within ten (10) days of service activation in the amount of \$15,000.00. At the end of three-month contract period, ICS will true up the prepaid commissions for that quarter based upon actual revenues generated by ICSolutions' services and the proposed commission rates. At that time, ICS will also prepay the County's estimated commissions for the next quarter based upon the Total Gross Revenue generated in the previous quarter.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.



Revenue by Account Type
 Facility: Dunn County Jail
 Site = Dunn County Jail; Start = 2021-03-01; End = 2021-04-01 00:00:00

Call Type	Tariff Band	Calls	Talk Secs	Billed Mins	Rated Cost	Fee Amt	Tax Amt	Final Cost	Percent
Prepaid	Local	126	65121	1134	181.44	0.00	0.00	181.44	
	IntraCell	482	241462	4229	676.64	0.00	0.00	676.64	
	IntraLata	535	273202	4767	762.72	0.00	0.00	762.72	
	IntraState	941	581070	10100	1616.00	0.00	0.00	1616.00	
	InterState	463	231424	4050	648.00	0.00	0.00	648.00	
Subtotal		2,547	1,392,279	24,280	3,884.80	0.00	0.00	3,884.80	38.5
Debit	Local	337	148204	2601	416.16	0.00	43.77	459.93	
	IntraCell	966	440628	7726	1236.16	0.00	129.61	1365.77	
	IntraLata	1024	504366	8853	1416.48	0.00	148.70	1565.18	
	IntraState	850	449648	7870	1259.20	0.00	132.03	1391.23	
	InterState	745	353822	6212	993.92	0.00	414.27	1408.19	
	International	2	1191	21	10.50	0.00	4.38	14.88	
Subtotal		3,924	1,897,859	33,283	5,332.42	0.00	872.76	6,205.18	61.5
Grand Total		6,471	3,290,138	57,563	9,217.22	0.00	872.76	10,089.98	100.0



Revenue by Account Type
 Facility: Dunn County Jail
 Site = Dunn County Jail; Start = 2021-04-01; End = 2021-05-01 00:00:00

Call Type	Tariff Band	Calls	Talk Secs	Billed Mins	Rated Cost	Fee Amt	Tax Amt	Final Cost	Percent
Prepaid	Local	13	5071	91	14.56	0.00	0.00	14.56	
	IntraCell	611	311134	5427	868.32	0.00	0.00	868.32	
	IntraLata	565	274358	4835	773.60	0.00	0.00	773.60	
	IntraState	484	256898	4462	713.92	0.00	0.00	713.92	
	InterState	403	216839	3788	606.08	0.00	0.00	606.08	
Subtotal		2,076	1,064,300	18,603	2,976.48	0.00	0.00	2,976.48	32.4
Debit	Local	648	300037	5265	842.40	0.00	88.48	930.88	
	IntraCell	634	311851	5438	870.08	0.00	91.32	961.40	
	IntraLata	1053	502204	8809	1409.44	0.00	147.91	1557.35	
	IntraState	384	172389	3029	484.64	0.00	50.80	535.44	
	InterState	1213	554434	9750	1560.00	0.00	677.15	2237.15	
Subtotal		3,932	1,840,915	32,291	5,166.56	0.00	1,055.66	6,222.22	67.6
Grand Total		6,008	2,905,215	50,894	8,143.04	0.00	1,055.66	9,198.70	100.0



Revenue by Account Type
 Facility: Dunn County Jail
 Site = Dunn County Jail; Start = 2021-05-01; End = 2021-06-01 00:00:00

Call Type	Tariff Band	Calls	Talk Secs	Billed Mins	Rated Cost	Fee Amt	Tax Amt	Final Cost	Percent
Prepaid	Local	14	4614	85	13.60	0.00	0.00	13.60	
	IntraCell	512	354618	6158	985.28	0.00	0.00	985.28	
	IntraLata	435	221862	3881	620.96	0.00	0.00	620.96	
	IntraState	513	341473	5846	935.36	0.00	0.00	935.36	
	InterState	599	227310	4033	645.28	0.00	0.00	645.28	
Subtotal		2,073	1,149,877	20,003	3,200.48	0.00	0.00	3,200.48	35.7
Debit	Local	582	284207	4989	798.24	0.00	83.87	882.11	
	IntraCell	848	449345	7822	1251.52	0.00	131.44	1382.96	
	IntraLata	1073	540957	9466	1514.56	0.00	158.81	1673.37	
	IntraState	439	191076	3377	540.32	0.00	56.61	596.93	
	InterState	664	287145	5065	810.40	0.00	351.83	1162.23	
	International	10	5574	97	48.50	0.00	21.03	69.53	
Subtotal		3,616	1,758,304	30,816	4,963.54	0.00	803.59	5,767.13	64.3
Grand Total		5,689	2,908,181	50,819	8,164.02	0.00	803.59	8,967.61	100.0

PRISON POLICY INITIATIVE

ANDREA FENSTER
Staff Attorney
(413) 527-0845 ext. 311
afenster@prisonpolicy.org

69 Garfield Ave. Floor 1
Easthampton, MA 01027

www.prisonpolicy.org
www.prisonersofthecensus.org

May 27, 2021

Kevin Bygd, Dunn County Sheriff
Dunn County Sheriff's Office, Support Services
615 Stokke Pkwy, Suite G300
Menomonie, WI 54751

COPY

Dear Sheriff Bygd,

I request, pursuant to the state open records law Wis. Stat. Secs. 19.31 to 19.37, copies of the following documents:

- Any current contracts, including amendments, to provide inmate calling services, and
- Call Commission Reports for the county jail(s) (including juvenile detention centers and work release centers) for the most recent three months available. If your commission reports are for time periods other than monthly, i.e. weekly or quarterly, the three most recent of that time period would be acceptable. ("Call Commission Reports" typically show minutes of use and the amount that will be paid to the county for phone usage. Your provider may structure their reports differently or call them different names, such as "Standard Summary Report" or "Call Rates Summary." I have enclosed an example of both a call rates summary from Chenango County, NY prepared by GTL and a call commission report from Genesee County, MI. prepared by Securus.)

If you have any questions about this request, please do not hesitate to contact me at afenster@prisonpolicy.org or (413) 527-0845 ext. 311. Please send the documents to me via email to afenster@prisonpolicy.org or via paper mail at the above address.

If your agency does not maintain these public records, please let me know who does and include the proper custodian's name and address. I request your response within 10 business days. If you choose to deny this request, please provide a written explanation for the denial including a reference to the specific statutory exemption(s) upon which you rely.¹ If a portion of these documents are exempt from disclosure, I assume you will provide all segregable portions.

If there are fees for searching or copying these records, please inform me if the cost will exceed \$25.00, otherwise invoice me with the records. However, I request a waiver of all fees because the information is not being sought for commercial


¹ I would note that violation of the open records law can result in the award of court costs, attorney fees and actual damages of not less than \$100. I would further note that if a court determines that your noncompliance with the law was arbitrary or capricious, it may award me punitive damages and fine you up to \$1,000. See Wis. Stat. Sec. 19.37(2)-(4).

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purposes and its disclosure is in the public interest and will contribute significantly to the public's understanding of the costs associated with inmate calling services.

Thank you for your assistance.

Sincerely,



Andrea Faaster
Staff Attorney



Call Rates Summary (without taxes)

9/9/2019 1:15:54 PM

First Name: Inmate Phone: Min Dur: 0 Stop Code: Call Band: Report Date: 9/9/2019 1:16:44 PM

Last Name: DIALED NO.: Max Dur: 0 Start Date: 1/1/2017 PIN: CALL TYPE: Return HOT calls only: No Run By: tshoales

End Date: 12/31/2017 PIN Active Only: No Completion Status: All Calls Return PRIVATE only: No Site(s): Chenango County NY-County Ja #1 (20845)

RATE TYPE	CALLS	MINUTES	REVENUE	MIN/CALL	REV/CALL
SITE: Chenango County NY-County Jail - CALL TYPE: ADVANCEPAY ONCE CALL					
Local	718	10024:23	\$2,284.70	00:13:57	\$3.18
IntraLata	287	4109:10	\$1,345.05	00:14:19	\$4.68
InterLata	130	1564:45	\$1,159.10	00:12:02	\$8.91
InterState	84	1309:46	\$280.56	00:15:35	\$3.34
SITE: Chenango County NY-County Jail - CALL TYPE: COLLECT					
Local	103	1154:34	\$300.05	00:11:12	\$2.91
IntraLata	102	637:44	\$315.70	00:06:15	\$3.09
InterLata	33	152:55	\$197.55	00:04:38	\$5.98
InterState	5	41:20	\$10.75	00:08:16	\$2.15
SITE: Chenango County NY-County Jail - CALL TYPE: PRIVE-MID					
Local	13858	190443:40	\$44,151.50	00:13:44	\$3.18
IntraLata	5473	70213:29	\$24,786.95	00:12:49	\$4.52
InterLata	1028	11477:06	\$9,229.25	00:11:09	\$8.97
InterState	2299	21172:29	\$4,654.23	00:09:12	\$2.02
Total:	24,120	312301:21	\$88,715.39	00:12:56	\$4.41

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EXHIBIT 11

Comments re Second Further Notice of Proposed Rulemaking:
Single Call Programs, January 12, 2015

Genesee MI Securus Commission Statement April 2013

PRISON
POLICY INITIATIVE

Prepaid Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intrala Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter state Calls	Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter-national Revenue	Inter-national Mins.	Inter-national Calls
8105533580	\$31,908.65	52790	4737	\$4,929.75	7133	616	\$1,898.82	1773	171	\$1,363.78	1052	95	\$0.00	0	0	\$0.00	0	0
Total:	\$31,908.65	52790	4737	\$4,929.75	7133	616	\$1,898.82	1773	171	\$1,363.78	1052	95	\$0.00	0	0	\$0.00	0	0

Direct Billed Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intrala Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter state Calls	Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter-national Revenue	Inter-national Mins.	Inter-national Calls
8105533580	\$313.80	244	64	\$92.10	60	18	\$153.83	97	22	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0
Total:	\$313.80	244	64	\$92.10	60	18	\$153.83	97	22	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0

LEC Billed Collect

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intrala Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter state Calls	Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter-national Revenue	Inter-national Mins.	Inter-national Calls
8105533580	\$2,544.80	3243	439	\$415.75	443	66	\$443.52	368	48	\$147.45	105	12	\$0.00	0	0	\$0.00	0	0
Total:	\$2,544.80	3243	439	\$415.75	443	66	\$443.52	368	48	\$147.45	105	12	\$0.00	0	0	\$0.00	0	0

Grand Total:	\$34,767.25	56277	5240	\$5,437.60	7636	700	\$2,496.17	2238	241	\$1,511.23	1157	107	\$0.00	0	0	\$0.00	0	0
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OTHER REVENUE

Revenue Type	Orig. ANI	Items	Revenue	Commission
Coin-operated Pay Telephones			\$0.00	\$0.00
GTL Dialaround		0	\$0.00	\$0.00
Instant Pay - Pay Now		886		\$1,417.60
Instant Pay - Text2Connect		2,109		\$632.70
Legacy Operator Assistant		0	\$0.00	\$0.00
SIM		0		\$0.00
Video Visitation		0		\$0.00
VMail		0	\$0.00	\$0.00

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Total: \$0.00 \$2,050.30

Total Revenue: \$44,212.25
 Commission Due: \$26,367.04

TRAFFIC BREAKDOWN

Call Type	Revenue	Minutes	Calls	Commission
Direct Billed Collect	\$559.73	401	104	\$307.85
Interlata	\$153.83	97	22	\$84.61
International	\$0.00	0	0	\$0.00
Interstate	\$0.00	0	0	\$0.00
Intralata	\$92.10	60	18	\$50.65
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$313.80	244	64	\$172.59
LEC Billed Collect	\$3,551.52	4,159	565	\$1,953.33
Interlata	\$443.52	368	48	\$243.93
International	\$0.00	0	0	\$0.00
Interstate	\$147.45	105	12	\$81.10
Intralata	\$415.75	443	66	\$228.66
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$2,544.80	3,243	439	\$1,399.64
Prepaid Collect	\$40,101.00	62,748	5,619	\$22,055.51
Interlata	\$1,898.82	1,773	171	\$1,044.33
International	\$0.00	0	0	\$0.00
Interstate	\$1,363.78	1,052	95	\$750.07
Intralata	\$4,929.75	7,133	616	\$2,711.36
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$31,908.65	52,790	4,737	\$17,549.76

Totals: \$44,212.25 67,308 6,288 \$24,316.69