



Office of Administration

P.O. BOX 885
1087 NEWELL
WHITE CLOUD, MICHIGAN 49349
FAX (231) 689-7205
PHONE (231) 689-7234

Sent Via E-mail
ajones@prisonpolicy.org

FOIA Response Form

To: Alexi Jones

Your FOIA request of records from our entity received on 12/11/18 and assigned the FOIA number of #18-203.

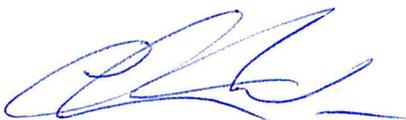
1. Because of unusual circumstances, _____, we require an additional 10 business days to respond to your request.
2. Your request for is denied because the County does not have or maintain such documents. This letter serves as a certificate that your requested documents do not exist under the name provided by you or another name reasonably known to the County.
3. The following records you request are exempt for the reason given: _____
4. **Your request is granted for all other records you requested.**
 - a. Copies of those records are attached.
 - b. **You may obtain copies of Securus Agreement by first paying a fee of \$ 5.15. See attached invoice.**
 - c. If you want the following records: _____, we will have to undertake a lengthy, time-consuming search. We will search and copy the records after you have paid a deposit of \$ _____, which is one-half of the estimated search and costs. A final bill detailing the actual search and copying costs will be generated after the records are collected and copied, with a credit for your deposit. The entire final bill must be paid before you may get these records.
 - d. You may inspect the records at this office on _____ at the time of _____.

If your request has been denied in whole or in part, you have the right to (1) submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for the reversal of the disclosure denial or (2) seek judicial review of this decision, as stated in Section 10 of the Michigan Freedom of Information Act, MCL 15.240 (see attachment). Further, you have the right to seek attorney fees and damages as provided in Section 10 (see attachment) if the court determines that the County has not complied with this section and orders disclosure of all or a portion of the public record.

Please be advised that the County's FOIA Policies and Procedures and written summary are available on the County's website at: www.countyofnewaygo.com.

Should you have any questions, please feel free to contact me.

Dated: 12/18/18

Approved by: 

Christopher Wren
County Administrator/FOIA Coordinator

FREEDOM OF INFORMATION ACT (EXCERPT)
Act 442 of 1976

15.240 Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10. (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977;—Am. 1978, Act 329, Imd. Eff. July 11, 1978;—Am. 1996, Act 553, Eff. Mar. 31, 1997;—Am. 2014, Act 563, Eff. July 1, 2015.

Popular name: Act 442

Popular name: FOIA

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Newaygo County Jail ("you" or "Customer") and Securus Technologies, Inc. ("we", "us" or "Provider") dated August 5, 2010, as subsequently amended by that certain First Amendment dated February 12, 2011, and Second Amendment dated October 16, 2013, together with that certain Automated Information Services Agreement (collectively, the "Agreement").

WHEREAS, the parties desire and agree to extend the Term of the Agreement by sixty (60) months as more fully set forth herein.

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

1. Term. This Third Amendment shall commence on the Third Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, the Term of the Agreement shall be renewed and extended for an additional sixty (60) months beginning on September 30, 2014, and ending on midnight of September 29, 2019. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of the Agreement.

2. Collect Calls. Effective upon the commencement of the new Term of the Agreement (i.e., September 30, 2014), Provider will increase the collect commission percentage from 52% to 55%, and accordingly the FACILITIES AND RELATED SPECIFICATIONS chart set forth in the Schedule to the Agreement on Page 5 of 9 is hereby extracted in its entirety and replaced with the following revised chart:

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commission Payment Address
Newaygo County Jail 300 Williams Street White Cloud, MI 49349	SCP	52% to September 30, 2014 55% effective September 30, 2014*	Gross Revenues	--SAME--

***Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective February 11, 2014 ("FCC Rate Order"), no commission shall be paid on revenues earned through the completion of interstate calls of any type placed from the Facility(s).**

***Changes will take effect on the first day of the month following receipt of written notice by the Customer. Notice must be signed by a person who has binding authority for the Customer and a copy delivered to:**

**SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254**

Commissions are paid in one-month arrears and are not subject to retro-active payments or adjustments for notice delays.

3. Video Visitation. In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to the Agreement, Company will deploy a Video Visitation System at the Facilities during the Term of the Agreement as more fully set forth in Exhibit B, attached hereto and incorporated herein by reference.

4. Except as expressly amended by this Third Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the Third Amendment Effective Date.

CUSTOMER:

Newaygo County Jail

By: 

Name: Michael Mercer

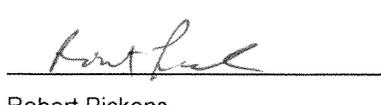
Title: County Sheriff

Date: August 27, 2014

Motion #14-279-1

PROVIDER:

Securus Technologies, Inc.

By: 

Name: Robert Pickens

Title: President

Date: 9-11-17

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300



Exhibit B: SECURUS VIDEO VISITATION SCHEDULE NEWAYGO COUNTY (MI)

This Exhibit B is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Newaygo County Jail ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Exhibit B shall be coterminous with the Agreement.

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

SECURUS VIDEO VISITATION

TERMS:

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions and that a session fee of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session fee of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

During the Term of this Agreement, Customer will utilize its best efforts to allow the full utilization of the Video Visitation System at the Facility for paid remote Video Visitation sessions, including without limitation:

1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
2. For non-professional visitors, Customer will eliminate all face to face visitation through glass or otherwise at the Facility and will utilize video visitation for all non-professional on-site visitors.
3. Customer will allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
4. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties.
5. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable, and shall not exceed two (2) free on-site visits per inmate per week. Once available, on-site visits in excess of the 2 free visits per inmate per week will be at the same session fee as remote sessions.
6. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at www.securustech.net.
7. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month.
8. Upon deployment of the Video Visitation System, Customer agrees to reduce on-site visitation availability to no more than twenty (20) hours per week and will further reduce on-site visitation hours over time to achieve minimum usage results of one (1) remote paid visit per inmate per month.

If applicable, all recorded Video Visitation sessions will have a standard retention of sixty (60) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within sixty (60) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after sixty (60) days.

COMPENSATION:

Provider shall pay Customer the commission percentage of session fees paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30th day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Video Visitation	Video Visitation Commission Percentage (Paid Remote Video Visitation Only)
Newaygo County Jail 300 Williams Street White Cloud, MI 49349	Remote Paid	20%*

*During the first twenty-four (24) months following the deployment of the Video Visitation System, Provider will pay the 20% commission percentage for only those months during which the Facility has achieved 412 remote paid visits or greater. For any months where the Facility does not achieve the 412 remote paid threshold during this first 24-month period, Customer will receive no commission payment hereunder. Commencing upon the twenty-fifth (25th) month following deployment of the Video Visitation System, Provider shall pay twenty percent (20%) each month during the Term of the Agreement. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.
CHIEF FINANCIAL OFFICER
14651 DALLAS PARKWAY, SIXTH FLOOR
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 275 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

WARRANTY: Provider warrants that the services it provides as contemplated in and by this Exhibit will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Exhibit will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Exhibit, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOFTWARE LICENSE: Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such

product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

OWNERSHIP AND USE. The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

LEGALITY/LIMITED LICENSE AGREEMENT: For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Exhibit to be executed as of the Third Amendment Effective Date by their duly authorized representatives.

<p><u>CUSTOMER:</u></p> <p>Newaygo County Jail</p> <p>By: </p> <p>Name: <u>Michael Mercer</u></p> <p>Title: <u>County Sheriff</u></p> <p>Motion #14-279-1</p>	<p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p> <p>By: </p> <p>Name: Robert Pickens</p> <p>Title: President</p>
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Video Visitation Schedule NEWAYGO COUNTY JAIL (MI)

Attachment 1 Securus Video Visitation Pricing

Type	Description	One Time/ Recurring	QTY	Total	Responsible Party
Installation and Implementation	Network Wiring Installation	One time		\$0.00	Customer
	Electrical Wiring Installation	One time		\$0.00	Customer
	JMS Provider Fees			\$0.00	Customer
	Software Application Setup, including JMS import mapping	One time	1	\$5,875.00	
	• Emergency Call Application Setup	One time		\$0.00	
	• Inmate Information Application Setup	One time		\$0.00	
	• Commissary Ordering Application Setup	One time		\$0.00	
	• Sick Form Application Setup	One time		\$0.00	
Hardware	Video Visitation Terminals – single handset (inmate side)	One time	14	\$56,000.00	
	Video Visitation Terminals – single handset (visitor side)	One time	6	24,000.00	
	Video Visitation Terminals – dual handset kit (visitor side)	One time	6	\$1,500.00	
	Recording	60 Day Purge		\$0.00	
	Total Video Visitation Terminal Installation	One time	20	\$10,000.00	
	Annual Terminal Extended Hardware Maintenance (optional)	Recurring	20	\$3,980.00	
Software	Software Licensing Fee	Recurring	20	\$7,200.00	
	• Securus Video Visitation	Recurring		\$0.00	
	• Inmate Information	Recurring		\$0.00	
	• Commissary Ordering	Recurring		\$0.00	
	• Sick Form	Recurring		\$0.00	
	Software Maintenance Fee	Recurring		\$0.00	
Misc.	Miscellaneous				
	• Training	Per day	2	\$4,000.00	
	• Mobile Cart, including UPS Battery Back Up	One time	0	\$0.00	
	Term	Re-occurring	5	55,900.00	
	Total Value:			\$157,275.00	
	Securus Discount:			\$157,275.00	
	Customer Pays:			\$0.00	

* If the Agreement is terminated for any reason before the end of the Term, Customer will refund to Provider the prorated amount of the Video Visitation system expense, as set forth in the chart hereinabove. Customer shall pay any such refund within ten (10) days after any such termination, or at Provider's election, it may deduct the refund from any Commission owed to Customer.