

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the 1st day of October 2012

BETWEEN

THE County of Madison, Mississippi

AND

ADAPTS Electronic Monitoring (AEM), a company licensed to do business in Mississippi, located at 1508 Greenview Drive, Tupelo, Mississippi 38804

RECITALS

- A. AEM currently provides electronic monitoring equipment and services to more than 60 court related agencies in Mississippi.
- B. The County of Madison, Mississippi has staff with expertise in working with youth, adult offenders and court officials to co-manage alternatives to the normal detention.
- C. The parties are interested in exploring the possibility of establishing a cooperative relationship, including the carrying out of Detention Program alternatives relevant to their respective capabilities.
- D. While the Court and AEM have acknowledged that this MOU is not intended to set out contractual terms governing the conduct of any Project, it is expected to result in:
 - the sharing of relevant information on a confidential basis with the aim of identifying needs and capabilities of both parties;
 - the establishment of a working relationship between the parties which is targeted to the establishment of Detention Program alternatives;
 - determining the details of this Project, the Project work plan, and funding

SCOPE OF THE PROJECT

The parties will co-operate to:

- (a) identify Youth Detention Program Alternatives and Adult Detention Program Alternatives of interest to the parties;
- (b) facilitate the development of proposals for Projects between the two organizations including exploring possibilities for grants and other forms of funding;
- (c) determine the terms and conditions of the agreements under which each Project will be conducted;
- (d) establish those Projects; and
- (e) conduct an annual review of current and future Projects approximately one (1) month prior to the anniversary of the execution of this MOU.

REPRESENTATIVE

- A. For the term of this MOU, each party may appoint one of its employees to act as its representative in relation to this MOU (each such employee being a "Representative").
- B. The Representative of an appointing party will be responsible for:
 - (a) managing, overseeing or coordinating that party's relationship with the other party;
 - (b) discussing issues arising out of this MOU with the Representative of the other party; and
 - (c) coordinating the exchange of information between the parties.

- C. The initial Representatives that have been chosen by the parties are:
- (a) for the County: *Representitive*

- (b) for AEM]:

Van Hopkins
AEM CEO
adaptsem@comcast.net

CONFIDENTIALITY

- A. For the purposes of this MOU, "Confidential Information" means information that:
- (a) is by its nature confidential;
 - (b) is designated by the parties as confidential; or
 - (c) the parties know or ought to know is confidential and includes without limitation the terms of this agreement and all information about the parties, their employees, agents, policies and operations which is made available or which becomes known during the term of this agreement or as a result of executing this agreement;
- but does not include information which:
- (a) is or becomes public knowledge other than by breach of this agreement; or
 - (b) has been independently developed or acquired by either party.
- B. The parties may exchange Confidential Information relevant to proposed Projects.
- C. Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing.
- D. Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information in its possession and to prevent unauthorised access thereto or use thereof.
- E. At any time upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form.

TERMINATION AND AMENDMENT

- A. The term of this MOU is a period of one (1) year from the date of execution. The MOU will be automatically renewed for a further period of one (1) year unless one party notifies the other party in writing that they do not wish to renew the MOU at the completion of the annual review of current and future Projects.
- B. This MOU may be terminated by mutual consent of the parties. Either party may terminate this MOU upon one (1) month written notice to the other.
- C. This MOU may only be amended by agreement in writing between the parties but not otherwise.

GENERAL

- A. The Court and AEM acknowledge that each of them is free to undertake other projects on their own or in conjunction with third persons, and that the parties will co-operate only in circumstances where each of them agrees co-operation is for their benefit and each is satisfied that the specific provisions covering that co-operation are appropriate.
- B. This MOU will be governed by and construed in accordance with the law in force in the State of Mississippi.

Pricing

For GPS/cellular with steel strap capability access to mapping/reporting with support from AEM staffing 24/7/365.

Premium 5 – \$9.50 - Proactive monitoring at 5 minute minimum trace rate, three way voice enabled, monitored by AEM call center staff 24/7/365 to support compliance with protocol.

Standard 5 – \$6.75 - Active monitoring at a 5 minute minimum trace rate, real time notification to agency by email.

Passive – \$5.85 - 5 minute minimum trace rate, notification by once daily email.

Pricing above is per active day per unit deployed. There is no charge for idle unless notified in advance as long as the county and AEM are able to work together to maintain reasonable shelf stock. AEM maintains a strong inventory in MS and in the counties surrounding Madison for rapid deployment.

Insurance is available at a rate of \$0.50 per unit per day. Unit replacement cost is \$1,500

For SCRAMx Alcohol monitoring with base station, results reporting and support from AEM staffing.
\$8.50 per unit per active day

Executed by the parties:

SIGNED for and on behalf of)
Madison County)signature
by its authorised Officer)
)print name

in the presence of:

..... witness signature

..... witness print name

Name of Witness

SIGNED for and on behalf of)
ADAPTS Electronic Monitoring)signature
by its authorised Officer)
)print name

in the presence of:

..... witness signature

..... witness print name

Name of Witness