

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is entered into this 15th day of May 2023, (effective date) by and between Midwest Monitoring & Surveillance, Inc., (hereinafter referred to as "Midwest") a Minnesota corporation with its principal place of business located at 2960 Judicial Road Suite 120 Burnsville, Minnesota 55337, and Woodbury County Juvenile Detention Center (hereinafter referred to as "WCJDC") located in Sioux City, Iowa; mailing address 822 Douglas Street, 4th Floor, Sioux City, IA 51101.

WHEREAS, WCJDC is interested in incorporating into its programs the use of global positioning system (GPS) tracking; and,

WHEREAS, Midwest is a provider of a GPS system that can incorporate the required services; and,

WHEREAS, WCJDC has determined that the services provided by Midwest fully meets the needs of WCJDC.

NOW THEREFORE, in consideration of the mutual undertakings and the agreements contained within, WCJDC and Midwest agree as follows:

1. **Scope of Services**

- a) Midwest shall deliver the following professional services and equipment on an "as needed" basis:
 - Global Positioning System (GPS) equipment.
 - Breath Testing equipment (if requested)
 - 24/7/365 Monitoring Center Services
 - Training and support to WCJDC' Staff as deemed appropriate by WCJDC.
- b) Midwest shall work cooperatively with WCJDC' Staff to provide said services in a manner determined by WCJDC.

2. **Compensation**

Compensation shall be based upon actual "per day" or "per month" services used and shall be computed at the rate of:

DAILY RATE:

- GPS Daily Rate - \$9.50/day/active device

MONTHLY RATE:

- GPS Monthly Rate - \$200/month/device

EXPLANATION OF COSTS:

- A) WCJDC will procure 10 devices to be billed on a **monthly** basis (*monthly rates will apply whether devices are active or not*).

- B) Additional devices can be allocated – or added – to the monthly-pay program, but ONLY at the 1st day of a named month and ONLY if requested at least 5 business days prior to the 1st day of that named month.
- C) **IMPORTANT:** Activated devices exceeding the number allocated to the MONTHLY-PAY program will be automatically billed on the “per day” basis – daily rate (see daily rates above) upon activation.
- D) **Overstock Units:** Midwest maintains a 10% overstock policy. WCJDC will be allowed 10% overstock at no cost. If the equipment in WCJDC's possession exceeds 10% of total active devices over an extended period of time (greater than 14 days), WCJDC will be subject to the daily rate for inactive sets beyond the 10% excess.

3. **Terms of Payment**

Midwest shall submit a monthly invoice to WCJDC. WCJDC shall remit payment to Midwest within 30 days of the receipt of said invoice.

4. **Condition of Payment**

All services provided by Midwest pursuant to this agreement shall be performed to the satisfaction of WCJDC, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for services found by WCJDC to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

5. **Effective Date**

This agreement shall be effective upon execution.

6. **Term of Agreement**

The initial term of this agreement shall be for 2 years and will renew automatically for a period of one year every year unless terminated as provided for in paragraph 8 by either WCJDC or Midwest Monitoring.

7. **Lost, Damaged or Stolen Equipment**

WCJDC shall be responsible for all lost, damaged or stolen equipment and shall reimburse Midwest the actual cost of repair or replacement of equipment.

- GPS Device Cost = \$900.00
- GPS Chargers = \$50.00

8. **Termination**

This agreement may be terminated by either party, with or without cause upon sixty (60) days written notice to Midwest or WCJDC.

9. **Changes**

WCJDC and Midwest agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.


10. **Entire Agreement**

It is understood and agreed that the entire agreement of WCJDC and Midwest is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

WCJDC

MIDWEST MONITORING & SURVEILLANCE



Ryan Weber, Director



Gary Shelton, President

Date: 6-20-23

Date: 6-27-23



Board Chairman

Date: 6-20-23