

FIRST AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF JACKSONVILLE,  
FOR AND ON BEHALF OF THE JACKSONVILLE SHERIFF'S OFFICE,  
AND  
KEEFE COMMISSARY NETWORK, LLC  
FOR  
COMMISSARY GOODS AND INMATE TRUST FUND  
ACCOUNTING SOFTWARE AND EQUIPMENT

THIS FIRST AMENDMENT to Agreement, made and entered into in duplicate this 8 day of Aug, 2014, by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida, for and on behalf of the Jacksonville Sheriff's Office (hereinafter collectively the "CITY"), and KEEFE COMMISSARY NETWORK, LLC (hereinafter the "CONTRACTOR"), a foreign limited liability company with principal offices at 1260 Andes Boulevard, St. Louis, Missouri 63132 and a local address at 1371 Tradeport Drive, Jacksonville, Florida 32218, for provision of commissary goods and inmate trust fund accounting software and equipment (hereinafter the "Project").

RECITALS:

WHEREAS, on February 14, 2011, retroactively effective to June 1, 2010, CITY and CONTRACTOR made and entered into City of Jacksonville Contract No. 9576 (hereinafter the "Agreement"); and

WHEREAS, from June 1, 2012, through the day and year first above written the parties have worked together continuously and without interruption on the Project; and

WHEREAS, CONTRACTOR desires to provide equipment upgrades at no cost to CITY; and

WHEREAS, the Agreement has not been amended previously; and

WHEREAS, the Agreement should be amended by accepting, adopting, and ratifying all actions of the parties under the Agreement from June 1, 2012, through the day and year first above written, by exercising all four renewal options, and by extending the period of service by an additional year beyond the last renewal period so as to extend the term of the Agreement to May 31, 2017, unless sooner terminated, with no more renewal options, by increasing the revenue to CITY under the Agreement by \$4,643,000 to \$4,966,000, by increasing the expenditures by CITY under the Agreement by \$860,918 to a not-to-exceed amount of \$1,157,030, and by adding, attaching, and incorporating the letters of April 7, 2014, and April 17, 2014, from Brian White to Director Tara Wildes detailing the equipment upgrades to be provided to CITY as **Composite Exhibit C**, attached hereto and incorporated herein by this reference, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

1. The recitals set forth herein are accurate, correct, and true and incorporated herein by this reference.
2. All actions of the parties under the provisions, terms, and conditions of said Agreement from June 1, 2012, through the day and year first above written are accepted, adopted, and ratified.
3. Section 3.01 of said Agreement is amended in part by exercising all four renewal options and by extending the period of service by an additional year beyond the last renewal period so as to extend the term of the Agreement to May 31, 2017, unless sooner terminated,

with no more renewal options, and as amended shall read as follows:

“3.01. The term of this Agreement shall become retroactively effective as of June 1, 2010 and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until May 31, 2017, unless sooner terminated by either party, with or without cause, by giving of not less than thirty (30) days’ prior written notice to the other party to this Agreement.”

4. Section 7.01.01 is amended in part by increasing the revenue to the City under the Agreement by \$4,643,000.00 to \$4,966,000.00 and by increasing the expenditures by CITY under the Agreement by \$860,918.00 to \$1,157,030.00, and as amended shall read as follows:

“7.01.01. This is a revenue and expenditure producing Agreement. It is estimated, but not guaranteed, that for the term of this Agreement from June 1, 2010, to May 31, 2017, the revenues to the CITY will be \$4,966,000.00 and the expenditures by the CITY will be \$1,157,030.00.”

5. Section 7.01.03 of said Agreement is amended in part to increase the maximum amount to be expended by CITY under the Agreement to a not-to-exceed amount of \$1,157,030.00 and as amended shall read as follows:

“7.01.03. Because CONTRACTOR’s compensation is on a commission basis, the maximum indebtedness of CITY for all fees, reimbursable items, or other costs for Services provided by CONTRACTOR pursuant to this Agreement shall be ZERO AND 00/100 USD (\$0.00) for the term of this Agreement, and no encumbrance of funding is required. Financial obligations of CITY, if any, and encumbrances of lawfully appropriated funds, if any, shall be created only by subsequent purchase order(s)

in an amount up to but not-to-exceed ONE MILLION ONE HUNDRED FIFTY-SEVEN THOUSAND THIRTY AND 00/100 USD (\$1,157,030.00). Such purchase order(s) must reference and incorporate by reference the terms and conditions of this Agreement. Such purchase order(s) shall be binding upon the parties hereto. All financial and funding checks will be made upon execution of such purchase order(s) and shall contain all financial/appropriation/encumbrance certifications required by CITY in the use of purchase orders. The CONTRACTOR shall not commence work or deliver or provide any quantities under this Agreement unless and until it receives a written Notice to Proceed to do so.”

6. Add and attach **Composite Exhibit C**.

**SAVE AND EXCEPT** as expressly amended by this instrument, the provisions, terms, and conditions of the Agreement of February 14, 2011, shall remain unchanged and shall continue in full force and effect.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day  
and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.  
James R. McCain, Jr.  
Corporation Secretary



By Alvin Brown  
Alvin Brown  
Mayor

Karen Bowling  
Chief Administrative Officer  
Eof: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04

In accordance with Section 241.03(e) of the Ordinance Code, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

~~Director of Finance~~, see next page  
9576 Amd #1

Form Approved:

James R. McCain, Jr.  
Office of General Counsel

WITNESS:

KEEFE COMMISSARY NETWORK,  
ELLC

By Bonnie S. Williams  
Signature

By John Puricelli  
Signature

Bonnie S. Williams  
Type/Print Name:

John Puricelli  
Type/Print Name:

EXECUTIVE ASSISTANT  
Title

Executive VP/General Manager  
Title

**Encumbrance and funding information for internal City use:**

**Payment(s) by various subsequently issued Purchase Orders**

**Account Summary..... SHCO64AIW – 04904**  
**Total Contract Amount..... \$860,918.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.**

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance  
City Contract # 9576 AMD.#1



# COMPOSITE EXHIBIT "C"



**Keefe Commissary Network**  
AN AFFILIATE OF THE KEEFE GROUP

April 7, 2014

Director Tara Wildes  
Jacksonville Sheriff's Office  
500 E. Adams Street  
Jacksonville, FL32202

Dear Director Wildes:

Thank you for your longstanding partnership with Keefe Commissary Network. We are excited to implement the latest technology you have requested for the Jacksonville Sheriff's Office Department of Corrections. Implementing these technologies will increase efficiencies for the facility and will provide cost savings through labor reallocations and decreased supply costs, i.e. going paperless for some tasks. In addition to the efficiencies, some of the programs we're looking to implement can increase revenue as well. The implementation of these additional technologies will also allow us to provide our Data Detective investigative tool, which will allow JSO staff to see connections between inmates and outside parties who are making deposits, sending packages, and sending secure mail. Through our discussions during this process we have determined that the following will need to be implemented:

- Dell PowerEdge R720 - Replacement Database Server
- Dell PowerEdge R310 - New Edge Kiosk Server
- 118 Power-Over-Ethernet Edge Inmate Kiosks (111 active and 7 spares)
- Wiring for all Edge kiosks to be implemented
- Access Corrections SecureMail
- Access SecurePak – Inmate Package Program
- KCN Instant Commissary Kit Purchase Program

# COMPOSITE EXHIBIT "C"



**Keefe Commissary Network**

AN AFFILIATE OF THE KEEFE GROUP

The value of the required hardware needed to fulfill this project is \$671,693, and the estimated cost of the necessary wiring to complete this project is \$166,500. KCN would like to provide the aforementioned hardware and wiring at no cost to the Jacksonville Sheriff's Office. We understand the importance of stability in revenue in today's economic climate. KCN is willing to extend this offer while maintaining your existing commissary commission rate (37.3%).

Due to the magnitude of the required hardware investment and the Jacksonville Sheriff's Office's wish to keep the revenue generated stable, KCN will amortize the expense over a period of three (3) years. In order to do so, KCN requests that an extension of one additional year be added to our existing contract. KCN will transfer ownership of all wiring installed at the end of the new final contract term (May 31, 2017).

As always, KCN will remain responsible for all training, support, and hardware maintenance/replacement (Edge Kiosks included) throughout the term of the contract. If you have any questions about the technology or the contract terms, I can be reached at (904) 741-9374. We look forward to taking this step forward with you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian White', enclosed in a circular scribble.

Brian White  
Vice President of Sales

# COMPOSITE EXHIBIT "C"



*Keefe Commissary Network*

AN AFFILIATE OF THE KEEFE GROUP

April 17, 2014

Director Tara Wildes  
Jacksonville Sheriff's Office  
500 E. Adams Street  
Jacksonville, FL32202

Dear Director Wildes:

Thank you for considering our April 7, 2014 proposal to implement additional programs and technologies at your Facility. KCN projects that taking advantage of these offerings will increase commission revenues to the County as outlined below. All projections are estimates based on an average daily population of 3,360 inmates.

- Access Corrections - SecureMail (via Edge kiosks)
  - County jails that utilize SecureMail send/receive on average 1.5 messages per inmate per month
  - A commission rate of 20% would result in an estimated \$313 monthly return to the County
- Access SecurePak – Inmate Package Program
  - SecurePak projects approximately 450 orders per month with an average value of \$45/order
  - At 37.3% commission, an estimated \$7,553 monthly revenue would be returned to the County
- KCN Instant Commissary Kit Purchase Program
  - At Florida county jails where this program is offered, KCN sells, on average, .83 kits per inmate per month.
  - Assuming a retail price of \$12.50 per kit and 37.3% commission, this would equate to an estimated increase of \$13,000 monthly revenue to the County

COMPOSITE EXHIBIT "C"



*Keefe Commissary Network*  
AN AFFILIATE OF THE KEEFE GROUP

In addition to the financial gains detailed above, the implementation of Edge kiosks in the inmate housing units will streamline the commissary ordering process, allow inmates to view their trust fund accounts and serve as an electronic mode of communication between facility administration and inmates. These features will decrease the workload of your staff and the cost of paperwork while adding security enhancements.

Please feel free to call me at (904) 741-9307 if you have any additional questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian White', with a large, sweeping flourish extending to the right.

Brian White  
VP of Sales