

Inmate Communications Agreement

CONTRACT BETWEEN PANOLA COUNTY SHERIFF'S OFFICE AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 26th day of may, 2020, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the SUBSCRIBER having its principal place of business at:

Address: 314 West Wellington

City, State: Carthage, Texas Zip: 75633

Contact: Sheriff Kevin Lake

Phone: 903-693-0333

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on May 23rd and continue in full force and effect for a period of three (3) years from such date and will automatically renew under same terms and conditions consecutively for three (3) year periods, if notice of termination is not received ninety (90) days prior to completed initial minimal term or any renewal term.

II. SCOPE OF SERVICE

(A). Inmate Telephone System

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). **ITS Payment**

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 55 (%) of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

(C) **ITS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). **Provider's Responsibilities - ITS**

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;

10. Remit commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ITS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ITS System Functionality (General)

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Telephone Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, as well as ancillary inmate communications technologies, as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

SUBSCRIBER

Lee Ann Jones
Signature

Lee Ann Jones
Print Name

County Judge
Title

5-24-20
Date

PROVIDER

Douglas Morgan
Signature

Douglas Morgan
Print Name

Regional Sales Manager
Title

5-28-2020
Date

ATTACHMENT A
RATES, FEES AND COMMISSIONS

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.20	\$0.00	\$0.20
INTRALATA / INTRASTATE	\$0.00	\$0.20	\$0.00	\$0.20
INTERLATA / INTRASTATE	\$0.00	\$0.20	\$0.00	\$0.20
INTERLATA / INTERSTATE	\$0.00	\$0.20	\$0.00	\$0.20
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
PHONE COMMISSION:	55% of Gross Call Revenue			
MESSAGING COMMISSION:	25% Gross Messaging Revenue			
TECHNOLOGY GRANT: (One-Time)	\$2,500 (Payable to the Panola County Sheriff's Office)			
<u>INMATE TELEPHONE SYSTEM – FEES</u>				
<u>CHARGE/FEE NAME</u>				<u>AMOUNT</u>
LIVE OPERATOR TRANSACTION FEE:				\$5.95
WEB TRANSACTION FEE:				\$3.00

ATTACHMENT B
CUSTOMER PRODUCT LIST

<u>NCIC CUSTOMER PRODUCT / SERVICE</u>	<u>COST TO COUNTY</u>
INMATE CALL ENGINE (INMATE PHONE SYSTEM):	\$0.00
INMATE PHONE and VISITATION MONITORING / RECORDING:	\$0.00
COMMISSARY ORDERING by PHONE:	\$0.00
SECURE INMATE PIN SYSTEM:	\$0.00
INTEGRATION WITH JMS, COMMISSARY and OTHER SYSTEMS:	\$0.00
'SECURE COLLECT' (ONLINE / LIVE OPERATOR ACCOUNT SET-UP):	\$0.00
INMATE TROUBLE TICKET (VIA PHONE):	\$0.00
LIVE, MULTILINGUAL US-BASED CALL CENTER:	\$0.00
COMPLETE SYSTEM INSTALLATION, TRAINING and MAINTENANCE:	\$0.00
CORRECTIONAL-GRADE INMATE TELEPHONES:	\$0.00
ALL REQUIRED NETWORK INFRASTRUCTURE, BANDWIDTH:	\$0.00
INMATE IN CELL KIOSK:	\$0.00
INMATE MESSAGING:	\$0.00