

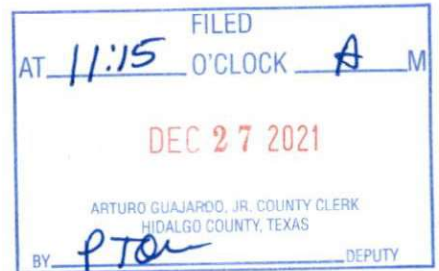


**Inmate Communications Agreement**

**CONTRACT BETWEEN HIDALGO COUNTY AND NCIC INMATE COMMUNICATIONS, INC.**

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 3<sup>rd</sup> day of December, 2021, 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: 2802 S. Business Hwy. 281  
City, State & Zip code: Edinburg, Texas 78539  
Contact: Jireh Lira Cabello, Contract Specialist  
Phone: 956-318-2626 Fax: \_\_\_\_\_  
Email address: jireh.lcabello@co.hidalgo.tx.us



**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 telephones 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 the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Communications System [ICS]), and continue in full force and effect for a period of two (2) years and may be extended at the sole discretion of the County for an additional three (3) one-year extensions, 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 Communications System**

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable ICS. The ICS 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). **ICS Payment**

Provider will forward monthly payment to Subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 70% 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) **ICS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for ICS 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 ICS 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 ICS 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 ICS 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 - ICS**

1. Provide a comprehensive ICS 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 ICS 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. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. 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 ICS and equipment;
7. 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. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). **ICS 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 ICS 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). **ICS System Functionality (General)**

The Provider shall provide an ICS 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 ICS 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). **Inmate Communications 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). **Video Visitation System**

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS 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.

(I). **VVS Payment**

The company will forward monthly payment to subscriber on or about the 30<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 25% of gross remote visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). **VVS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS 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 VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.

3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS 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.

(K). **Provider's Responsibilities – VVS**

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;
2. Provide a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation 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 visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS 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 video visitation 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 remote visitation sessions and monthly revenue statements provided, upon request.

(L). **VVS 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 VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling 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. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). **VVS System Functionality (General)**

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users for the Customer for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). **Video Visitation 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.

(O). **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. This Contract may be terminated by the Subscriber without cause upon thirty (30) Days written notice.

(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

Subscriber allows Provider exclusive rights to install and maintain telephones and/or inmate communications systems within the facility contemplated in this Agreement (the "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 Location. The Provider will have the exclusive right to provide the products and services implemented at Subscriber Location through this Agreement, including any renewals and/or extensions thereof. The products and services herein referenced are further described in Section V of Provider's response to Subscriber. The Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

We reserve 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

Richard F. Cortez  
 Signature  
Richard F. Cortez  
 Print Name  
County Judge  
 Title  
12/17/21  
 Date

PROVIDER

[Handwritten Signature]  
 Signature  
William L. Pope  
 Print Name  
President  
 Title  
12/03/2021  
 Date

APPROVED BY  
 COMMISSIONERS COURT  
 ON: 12/14/21

Lease and/ or Service Agreement

Company's Name: NCIC Inmate Communications , INC

Department: Sheriff's Office

AI- 83433 Approval through CC on: 12/14/21

ATTEST:

By: Arturo Guajardo Jr.

Arturo Guajardo Jr., County Clerk



Date: 12/27/2021

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney

By: [Signature]

Amanda Diane Austin, Assistant District Attorney

Civil Litigation Division

**ATTACHMENT A**  
**CALLING RATES, FEES AND COMMISSIONS**

<b>OPTION 1</b>				
<b>CALL TYPE</b>	<b>PREPAID COLLECT</b>		<b>DEBIT / DEBIT CARDS</b>	
	<b>CONNECTION FEE</b>	<b>PER MINUTE</b>	<b>CONNECTION FEE</b>	<b>PER MINUTE</b>
<b>ALL CALLS WITHIN THE UNITED STATES:</b>	\$0.00	\$0.14	\$0.00	\$0.14
<b>MEXICO / CANADA:</b>	\$0.00	\$0.14	\$0.00	\$0.14
<b>CUBA:</b>	\$0.00	\$0.75	\$0.00	\$0.75
<b>ALL OTHER INTERNATIONAL:</b>	\$0.00	\$0.35	\$0.00	\$0.35
<b>COMMISSION AMOUNT:</b>	<u>Seventy Percent (70%)</u> of TRUE Gross Call Revenue			
<b>MINIMUM MONTHLY GUARANTEE (MMG):</b>	NCIC is proposing an MMG of \$65.00 per-inmate, per-month (\$78,000.00 per-month in commission) based on the ADP of 1,200 inmates, which is guaranteed to the County at the end of each fiscal month.			
<b>TECHNOLOGY GRANT:</b>	NCIC is proposing to offer Hidalgo County a \$210,000.00 Technology Grant which can be spent on any technology desired by the County. (payable within 10-days of communications system installation)			

**INMATE COMMUNICATIONS - FEES**

<b>CHARGE/FEE NAME</b>	<b>AMOUNT</b>
<b>LIVE OPERATOR TRANSACTION FEE:</b>	\$5.95
<b>AUTOMATED OPERATOR TRANSACTION FEE:</b>	\$3.00
<b>WEB TRANSACTION FEE:</b>	\$3.00
<b>ADDITIONAL TECHNOLOGY – VIDEO VISITATION</b>	
<b>CHARGE/FEE NAME</b>	<b>AMOUNT</b>
<b>REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:</b>	\$0.30
<b>ON-SITE VIDEO VISITATION:</b>	\$0.00
<b>REMOTE VIDEO VISITATION COMMISSION:</b>	25% of Gross Visit Revenue

*\*Rates and fees listed herein do not include applicable required pass-through taxes.*

Subscriber Initials: \_\_\_\_\_ Provider Initials:   af  

Date: \_\_\_\_\_ Date:   12/03/2021

**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