



November 23, 2021

Smart Communications Holding, Inc. *via certified United States Mail*
10491 72nd Street
Seminole, Florida 33777

***In re: Notice of New Sheriff's Office Administration and Contract Non-
Renewal/Termination with Williamson County, Texas Effective
May 1, 2022***

To Whom It May Concern:

Please be aware that a new sheriff was elected in Williamson County, Texas and the new administration began on January 1, 2021. The prior administration had a contract with your company for inmate communications and later an add-on for video visitation. A key fact under this contract is that the current sheriff did not agree to the original agreement, and the sheriff has honored the original three year exclusive license (agreed to by the previous administration). Additionally, the start date and effective date of the initial three-year term falls on or about February 28, 2019 or thereafter. Thus, the new one-year term will not begin until the end of February 2022 or thereafter.

The new sheriff has not renewed this agreement and does not intend to do so. You should be aware that Texas Commission on Jail Standards regulations as well as the Texas Local Government Code grant operational control of the county jail under the sheriff. Pursuant to Paragraph VI of the agreement, the contract may be non-renewed with a 90-day notice [three years after the go live date] and states as follows:

After the original three (3) year term ... [Williamson County may provide] written notice of non-renewal at least ninety (90) days prior to the expiration of the then current term.

Please note that Texas law mandates proper approvals where tax funds are involved. It should also be noted that vendor agreements may be revisited as a matter of public policy by future administrations regardless of what was agreed to in the past. In other words, public policy prohibits “long term” contracts without an out clause in that such agreements unconstitutionally “bind future administrations”—**Op. Tex. Att’y Gen. JM-908 (1988) (stating in relevant part that “[i]n the exercise of its governmental or legislative powers, a board or governing body ... cannot enter into a contract extending beyond its own term”)**).

THEREFORE, THE PURPOSE OF THIS LETTER IS TO GIVE YOU OFFICIAL NOTICE THAT WILLIAMSON COUNTY WILL NOT RENEW THIS AGREEMENT, AND THIS CONTRACT **WILL EXPIRE EFFECTIVE AT THE END OF BUSINESS ON MAY 1, 2022.** PLEASE UPDATE YOUR RECORDS ACCORDINGLY.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor’s Office
Williamson County Sheriff’s Office

BG/me