

## **INMATE COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT**

**FOR INMATE TELEPHONE, VIDEO VISITATION, MESSAGING, TABLETS AND  
MAIL SCANNING SERVICES.**

### **CONTRACT BETWEEN WILLIAMSON COUNTY SHERIFF'S OFFICE AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC INMATE COMMUNICATIONS.**

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between Network Communications International Corp. d/b/a NCIC Inmate Communications ("Provider" or "Respondent"), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and Williamson County, TX, ("Subscriber" or "County"), a political subdivision of the State of Texas, having its address at:

Address: 508 S Rock St

City, State & Zip Code: Georgetown, Texas 78626

Contact: Kathleen Pokluda, Assistant Chief

Phone: (512) 943-1300

Email address: kathleen.pokluda@wilco.org

### **WITNESSETH**

**Whereas**, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) inmates housed in the following jail(s) and/or prison(s): WILLIAMSON COUNTY JAIL

(the jail(s) and/or prison(s) are referred to in this Agreement as the "Facility" or "Facilities") and 2) all buildings, grounds, property and matters connected with the Facility or Facilities.

**Whereas**, Provider is qualified and willing to provide Subscriber inmate telephone, video visitation, inmate tablets, digital mail scanning and related communication services

**Now, therefore**, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

#### **I. TERM**

- (A) This Agreement shall begin on the date that first call is completed through the NCIC platform and will continue in full force and effect for a period of three (3) years from such date ("Initial Term") and will automatically renew for two (2) consecutive additional one (1) year terms upon written agreement between both parties.

#### **II. TERMINATION**

Subscriber may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Provider. The Subscriber reserves the right to extend this period if it is in the best interest of the Subscriber. In the event the Subscriber exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Provider for goods, commodities and/or services provided, and expenses incurred to

and including the date of termination, will be due and payable. No penalty will be assessed for the Subscriber's termination for convenience. Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph VII(A).

### **III. INMATE TELEPHONE SYSTEM**

#### **A. Installation of Inmate Telephone System**

Provider shall provide to the Subscriber, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS) to be installed at the Facility. The ITS provided to Subscriber shall include 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 Subscriber's requirements and be in compliance with any industry standard.

#### **B. Provider's Responsibilities**

Provider shall be responsible for the following with regard to the ITS:

1. Adhering to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement;
2. Complying 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;
3. Making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to Subscriber;
4. 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 Subscriber;
5. Providing a comprehensive ITS that will allow for collect, prepaid collect and debit calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
6. Providing 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;
7. Installing new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
8. Providing systems and equipment that support the Facility's or Facilities' call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS and equipment;

11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
12. Providing all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Facility staff; and
13. Providing all related support services not otherwise indicated herein.

#### **C. ITS Installation**

As part of the installation process of the ITS at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the ITS;
2. Wherever possible, Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, 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. Provider shall comply with all applicable electrical codes;
3. Comply with the security guidelines on institutional security policies; and
4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

#### **D. ITS System Functionality**

The ITS installed by Provider shall have the following functions:

1. 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;
2. Security features which prevent unauthorized individuals from accessing any information held by Provider;
3. Secured access to the system and the database for Subscriber's authorized users;
4. Complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement.; and
5. An automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

#### **E. Ownership of Inmate Telephone Equipment**

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

#### **F. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility deemed necessary by Provider;
  - b. Perform any and all work necessary to install, repair, replace, or remove the ITS and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement.
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the ITS and its components;
4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

#### **G. ITS Commission Payment to Subscriber**

Provider will forward a 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 **80%** of gross call revenue to Provider originating from the Facility, net of federal, state, and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). The details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider, upon written notice, shall have the right to decrease ITS commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request. If subscriber does not agree to the changes then they may cancel the contract with a 30-day written notice.

#### **H. Equipment Service & Maintenance**

With regard to the ITS, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any ITS equipment installed for 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, 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 Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

#### **IV. VIDEO VISITATION SYSTEM**

##### **A. Installation of Video Visitation System**

Provider shall provide to Subscriber, at no cost, a fully operational, secure and reliable Video Visitation System (VVS) to be installed at the Facility. The VVS shall, depending on the requirements of Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions, as well as a range of complementary inmate applications such as secure inmate messaging, inmate tickets, and access to third-party applications based on the preferences and allowances of Subscriber. The VVS installed by Provider shall include 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 Subscriber's requirements and be in compliance with any industry standard.

##### **B. Provider's Responsibilities**

Provider shall be responsible for the following with regard to the VVS:

1. Adhering to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement;
2. Complying 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;
3. 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 Subscriber;
4. 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 Subscriber;
5. Providing a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of Subscriber;
6. Providing 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;
7. Installing new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
8. Providing systems and equipment that support the Facility's or Facilities' visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary; Also, will include one station for off-site attorney free visit calls with no recording capability.
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;
12. Providing all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or Facility staff; and
13. Providing all related support services not otherwise indicated herein.

### **C. VVS Installation**

As part of the VVS installation process at the Facility, Provider shall:

1. Provide 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;
2. Wherever possible, re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;
3. Provider shall comply with the security guidelines on institutional security policies.
4. Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement; and
5. 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.

### **D. VVS System Functionality**

The VVS installed by Provider at the Facility shall have the following functions:

1. The VVS will be suitable for a correctional environment, sturdy, tamper-resistant, and will provide high-quality, stereo audio and broadcast-quality video;
2. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate; however, Provider will charge a per-minute rate for any off-site (remote) visitation sessions connected;
3. Provider shall provide remote access to Subscriber's authorized users for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling;
4. The VVS shall allow Subscriber's 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 designated times of the day/week/month, and allowing a maximum number of video visitation sessions per inmate per week or month;



5. The VVS shall include a web-based scheduling application that allows visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection; and
6. 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 privileged attorney-client communications.

#### **E. Ownership of Video Visitation Equipment**

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider

#### **F. VVS Commission Payment to Subscriber**

Provider will forward a 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 **26%** of gross messaging, attachment and remote visitation session revenue associated with remote visitation originating from the Facility, net of 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 typically 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. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease VVS commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

#### **G. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility deemed necessary by Provider;
  - b. Perform any and all work necessary to install the VVS and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement.
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the VVS and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

#### **H. Equipment Service & Maintenance**

With regard to the VVS, Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any VVS equipment installed for 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, 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 Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

### **V. INMATE TABLET SYSTEM**

#### **A. Provision of Inmate Tablet System**

Provider shall provide an Inmate Tablet System designed to provide tablet computers (the "Inmate Tablet") that securely introduce a range of applications and services on each Inmate Tablet to the inmate population at Subscriber's Facility or Facilities. Applications and services on the Inmate Tablet may include educational content, communications services (e.g. inmate calling, inmate messaging, video visitation, etc), entertainment options, religious services and access to approved third-party services. Subscriber shall be solely responsible for approving each application, program, or service on each Inmate Tablet provided to the inmate population at the Facility.

#### **B. Provider's Responsibilities**

Provider shall be responsible for the following with regard to the Inmate Tablet System:

1. Adhering to any and all municipal, state or federal requirements for Inmate Tablet installation, certification, training or registration during the life of the agreement.
2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all Inmate Tablets and related services provided throughout the duration of the agreement.
3. Making all Inmate Tablet modifications necessary to allow inmates to utilize tablets in compliance with any industry requirement(s) at no cost to Subscriber.
4. Complying with and updating the Inmate Tablets 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 Subscriber.
5. Providing a comprehensive Inmate Tablet solution that will allow for a range of inmate communication, educational, and facility service applications based on the requirements and approval of Subscriber;



6. Providing a comprehensive Inmate Tablet solution including, but not limited to, system infrastructure, network, database, servers, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
7. Installing new Inmate Tablet equipment at all included Facilities and any required station cabling and wireless infrastructure as determined necessary by Subscriber;
8. Providing systems and equipment that support the Facility's or Facilities' Inmate Tablet monitoring/security needs, including wireless infrastructure, Inmate Tablet charging equipment, proper storage, storage backup, retrieval, and retention of data utilizing equipment supplied by Provider and as determined necessary by Subscriber.
9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical Inmate Tablet session transaction information;
10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Inmate Tablet system and equipment, as needed;
11. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
12. Providing all required training and instructional materials required for use of Inmate Tablet services as applicable to inmates, families, and/or Facility staff, and;
13. Providing all related support services not otherwise indicated herein.

#### **C. Inmate Tablet System 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. The agreed-upon rates for all inmate communications services administered through the Inmate Tablets are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease Inmate Tablet System commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

#### **D. Equipment Service & Maintenance**

With regard to the Inmate Tablet System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any Inmate Tablet System equipment installed for 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, 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 Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

#### **E. Responsibilities of Subscriber**

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:
  - a. Access any part of the Facility or Facilities deemed necessary by Provider;
  - b. Perform any and all work necessary to install the Inmate Tablet System and its components; and
  - c. Perform any contractual duty imposed on Provider in this Agreement;
2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;
3. Providing security to Provider's employees and/or contractors during the installation of the Inmate Tablet System and its components;
4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and
5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

#### **VI. INMATE MAIL SCANNING**

- 1) NCIC will receive, process and scan inmate mail at its mail processing location located at 607 E. Whaley Street, Longview Texas 75601. The inmate mail will be scanned into the video visitation and messaging platform for inmates to view mail on the kiosk and tablets in their cell.
- 2) Friends and Family members nor inmates will be charged for mail that is sent to NCIC to be processed and scanned in for inmates to view.
- 3) NCIC does not open or scan Legal or Medical Mail. Legal and Medical Mail will still be sent to the Williamson County Sheriff's Office so that it can be delivered to inmates by jail staff.
- 4) There is no cost for this service to Williamson County.

#### **VII. MISCELLANEOUS**

##### **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 an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said 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**

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence,

or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

**C. Provider's Insurance**

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

**D. Assignment**

In the event that Provider transfers, sells, or assigns its rights under this agreement, there shall be required written consent by 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 Agreement 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 Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement 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 the exclusive right to install and maintain telephones and/or inmate communications systems of any type, including the Inmate Telephone System, the Video Visitation System, and the Inmate Tablet System (the "Inmate Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, 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 any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this

Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Inmate Communication Systems, including but not limited to inmate communications, educational or entertainment products or services, deposit kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for inmates located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, that Provider shall not be obligated 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 upon the occurrence of circumstances outside Provider's control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in inmate population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. Subscriber 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 the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

**K. Suspension of Unused Applications**

With regard to applications, software, or products that are licensed to Subscriber such as Voice Biometrics, Call Transcription Services and other features, products or applications licensed as part of the Inmate Telephone System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

**L. Right To Audit**

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

**M. Cooperative Purchasing for other Agencies**

Subscriber will permit other County and State agencies to utilize the terms and conditions of this Agreement, offering the prices and the terms and conditions offered herein to other government agencies who wish to participate in a cooperative purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with the Contract and for all payments thereunder.

**N. Successors and Assigns**

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

#### **O. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Provider Response to Williamson County Request for Proposal #22RFP62;
- B. Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and
- C. Provider Inmate Communications Service Subscriber Agreement.

In the event a dispute arises between terms and conditions of: 1) Provider Response to Williamson County Request for Proposal #22RFP62; (2) Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and (3) Provider Inmate Communications Service Subscriber Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) Provider Inmate Communications Service Subscriber Agreement; (2) Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and (3) Provider Response to Williamson County Request for Proposal #22RFP62.

#### **P. Counterpart Execution and Electronic Signatures**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

#### **Q. Further Assurances**

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

#### **R. Dispute Resolution**

The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

b.

#### **S. Venue and Governing Law**

Venue of this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

#### **T. Authority of Signatories**

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

**SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SUBSCRIBER


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PROVIDER

  
\_\_\_\_\_  
Signature

Martin Gonzales  
\_\_\_\_\_  
Print Name

NCIC Sales Representative  
\_\_\_\_\_  
Title

05/19/2022  
\_\_\_\_\_  
Date



## ATTACHMENT A

INMATE TELEPHONE SYSTEM				
CALL TYPE	PREPAID COLLECT		CARDLESS DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
ALL CALLS WITHIN THE UNITED STATES:	\$0.00	\$0.11	\$0.00	\$0.11
MEXICO & CANADA:	\$0.00	\$0.11	\$0.00	\$0.11
ALL OTHER INTERNATIONAL:	\$0.00	\$0.30	\$0.00	\$0.30
INBOUND VOICEMAIL:	\$0.30 (up to 3-Minutes duration)			
COMMISSION AMOUNT & GUARANTEE:	<p><u>80% of Gross Call Revenue on all call types including Interstate Call Traffic</u></p> <p>NCIC is guaranteeing that Williamson County will receive a MINIMUM of \$77 per month per inmate. With an average daily population of 600 inmates as stated in the RFP that would be a MINIMUM Commission of \$46,200 a month and a yearly MINIMUM Commission of \$554,400. This is higher than the Commission than Williamson County currently averages.</p>			
TECHNOLOGY BONUS:	<p>NCIC is proposing to offer Williamson County a <u>\$135,000.00 Technology Grant</u> which can be spent on any technology desired by the County. (Payable within 10-days of communications system installation)</p>			
CALL TRANSCRIPTION AND INVESTIGATIVE KEYWORD ALERTS:	<p style="text-align: center;">\$0.00 (No Cost to Facility or Inmate)</p> <p>Workforce multiplier for Investigators by decreasing workload when searching for particular names, specific drugs, weapons and an unlimited selection of keywords.</p>			

CONTINUED ON THE FOLLOWING PAGE...

VIDEO VISITATION SYSTEM and KIOSK FEATURES	
CHARGE/FEE NAME	AMOUNT
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	<u>\$0.18</u>
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	<u>\$0.00</u>
SECURE INMATE MESSAGING – RATES:	Text Messages - <u>\$0.20</u> Picture Attachments - <u>\$0.25</u> Video Messages (30 Seconds) - <u>\$0.30</u> GIFs - <u>\$0.05</u>
REMOTE VIDEO VISITATION and INMATE MESSAGING – COMMISSION:	<u>26%</u> of Gross Visit / Messaging Revenue
OFFSITE DIGITAL MAIL:	<u>\$0.00</u> (No Cost to inmate, family or Facility) Our Mail Processing solution is owned and operated by NCIC and processed in Texas. This is not sent to a 3rd party vendor and saves countless hours of manpower for Williamson County.
COMMISSARY ORDERING:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Continues to save staff's time on each shift by eliminating paper orders. Ordering Commissary in this manner can also increase commissary sales by 20% by allowing real-time ordering any day of the week.
LAW LIBRARY:	<u>\$0.00</u> (No Cost to Inmate, Family or County) Savings of \$450 a month to Williamson County based on the ADP of 600 Inmates on the Jail Commission Summary report with NCIC covering the cost of \$0.75 a month per Inmate.
INMATE FORMS & DOCUMENTS:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Continues to save time for all employees at booking and while making their rounds by posting Jail Rules and Inmate Documents on the Inmate Kiosk and Tablets for Inmates to read in their cells as needed.
GRIEVANCES, INMATE REQUESTS, & MEDICAL REQUESTS:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Workforce multiplier by eliminating paper or verbal requests and allows Inmate to submit everything they need from the kiosk or tablet as need. We also provide detainee to staff messaging history that we maintain on our system for the life of the contract to minimize any litigation.
RECHARGE FOR RE-ENTRY FOR INMATES:	<u>\$0.00</u> (No Cost to Inmate, Family or Facility) Value to Facility would be the reduction of recidivism and increased morale of Inmate population which ends up saving the Facility thousands of dollars.
INMATE EDUCATIONAL PLATFORM VIA TABLETS & KIOSK:	<u>\$0.00</u> (No Cost to Inmate, Family or County) A savings of \$3,000 a month to Williamson County based on the ADP of 600 Inmates on the Jail Commission Summary report with NCIC covering the cost of \$5 month per Inmate.
INMATE COMMUNICATION SYSTEM – FEES	
CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	<u>\$5.95</u>
AUTOMATED OPERATOR TRANSACTION FEE:	<u>\$3.00</u>
WEB TRANSACTION FEE:	<u>\$3.00</u>

Subscriber Initials: \_\_\_\_\_

 Provider Initials: M.G.

Date: \_\_\_\_\_

 Date: 05/19/2022