



CONTRACT AND AGREEMENT

This inmate telephone and services "Shared Revenue" Agreement is entered into, by and between **Williamson County, Texas ("Customer")**, a political subdivision of the State of Texas, acting herein by and through its governing body for the benefit of supporting county jail operations located at 508 S. Rock St., Georgetown TX 78626 herein known as "Customer" and Correct Solutions, LLC, located at 182 Bastille Lane, Ruston, Louisiana 71720, herein known as "CSG".

WHEREAS, CSG is engaged in the business of providing certain telecommunications equipment and related service and financial equipment and systems and charge-for-call telephone services, and providing automated-operator assisted station-to-station or person-to-person collect, pre-pay and debit telephone calls (Equipment), and;

WHEREAS, Customer has full operating and management responsibility for the detention facility, jail or prison, herein collectively known as the "Facility", and with respect to those premises so noted, wishes to establish an inmate communications services agreement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. **TERM.** This Agreement is effective on December 12, 2018 ("Effective Date"), and shall continue in effect ("Initial Term") until December 11, 2021. Upon completion of the Initial Term, Facility will have the option to renew this Agreement for a period of 1 year. Each renewal will be based on a yearly review of services provided by CSG. This Agreement will automatically renew under the terms described as Initial Term unless either party notifies the other in writing of its intent to terminate this Agreement at least 90 days prior to the final date of expiration. Upon termination of this Agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this Agreement.
2. **SCOPE OF AGREEMENT**
 - 2.1 This Agreement includes all other premises, whether now existing (if a competing provider has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired, under the control of Facility. Facility will notify CSG, in writing, of newly opened, acquired, or available premises, promptly, so CSG can evaluate installation of its Equipment at these premises.

2.2 CSG shall have the exclusive right to obtain usage and billing information, order, connect or disconnect inmate telephone services, select carriers, purchase available public utility equipment, handle all billing and payments. CSG shall be responsible for the payment of all charges in connection the Equipment and will be responsible for any bad debt and associated unbillables.

2.3 CSG shall install and maintain Equipment in good working order. CSG will agree to have Technicians dispatched on an agreed upon scheduled basis to keep all Equipment in good working order.

2.4 CSG agrees to provide Equipment as indicated in Attachment B for the Term of this Agreement.

2.5 CSG shall be responsible for the managing of all call detail records for Equipment, including but not limited to: the rating of each record in accord with rates, terms and conditions, for providing local, intraLATA, interLATA, and interstate telecommunications services as filed with the , for the blocking and unblocking of user billing numbers, and preparation and processing of qualifying message records for billing and collection of revenue. All call detail records and recordings will be maintained for Facility by CSG for the duration of the term of this Agreement, plus an additional 2 years after the term.

2.6 Exclusivity and Right of First Refusal. In consideration of compensation provided herein, Facility grants to CSG exclusive rights to install and maintain telephones and/or inmate telephone systems within its building or on its private property ("Location") during the term of this Agreement. CSG and Facility have agreed upon specific rates for inmate collect, debit and advance pay calls as described in Attachment A of this Agreement. Except for existing third party vendors and only until such third party vendor's contract expires, Customer will not allow any products or services that compete with those supplied by CSG during the term of this Agreement to be, or to remain, installed at Customer facility, including present and future Customer facilities. CSG will have the exclusive right to provide the products and services implemented at Customer facility through this Agreement, and those other inmate communication, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Customer during the term of this Agreement, whether the products or services are for inmates located at Customer facility or at third-party facilities; provided, however, that CSG may choose not to exercise this exclusive right.

2.7 Facility agrees to provide adequate space for Equipment and easy accessibility for use during the normal operating hours of Facility. In the event Facility is not the owner of the premises, Facility shall, where necessary, obtain permission from building owner or owner's agent for the placement of CSG's Equipment, and shall be responsible for any fees for use of required riser cable and electric power.

2.8 Facility agrees to maintain the area around Equipment and ensure safe and ready access to the users of Equipment to CSG.

2.9 Facility agrees to all CSG to perform maintenance during the established hours of accessibility jointly agreed to by Facility and CSG, except when access must be denied to ensure the safety of CSG service personnel and/or maintain institutional control.

2.10 Facility agrees to allow CSG access to and use of house cable and inside wire at no cost, in order to install and provide inmate telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of Facility, unless otherwise negotiated by CSG.

2.11 Any relocation, expansion, addition, or deletion of Equipment for reasons other than safety, resulting in extraordinary expense and expected to be paid by CSG, must be agreed to by CSG in advance of the cost being occurred or alternatively, the cost paid by Facility.

2.12 Facility warrants that it has the authority to enter into this Agreement with CSG. Facility further warrants that the Equipment mentioned in Attachment A, attached hereto and incorporated herein by this reference, are on property owned by Facility or if Facility is not the owner of the premises, Facility has obtained permission from the building owner or owner's agent to enter into this Agreement.

2.13 CSG shall provide Facility with value-added features as listed in Attachment C.

2.14 In consideration for this Agreement, CSG shall pay Facility a monthly commission fee as listed in Attachment D.

3. **OWNERSHIP.** Facility agrees that legal title to all Equipment shall remain vested with CSG. Facility shall not remove or relocate Equipment without CSG's express consent. Relocation at Facility's request shall be at Facility's expense. CSG is to accept no liability for holes in walls, floors, or other surfaces that result from the installation or removal of Equipment. Upon termination of this Agreement, CSG shall be responsible only for the removal of Equipment. Facility shall restore the premises to their original condition. CSG shall not be responsible for damage to the premises that occur due to vandalism. CSG shall indemnify, defend and hold Facility harmless from liability in connection with the placement, maintenance, or usage of Equipment.
4. **LEGAL ENFORCEMENT.** If legal enforcement of the terms of this Agreement is necessary, CSG and Facility mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of the terms described herein.
5. **LAWFULNESS OF AGREEMENT.** The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental or agency orders governing the provision of Equipment.
6. **NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

7. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted, construed and enforced in all aspects in accordance with the laws of the State in which the Equipment is provided, and venue shall be Williamson County, Texas.
8. **MEDIATION.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
9. **NO ASSIGNMENT.** CSG may not assign this Agreement, without express written consent of the Williamson County Commissioners Court.
10. **SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.
11. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of Equipment as described in Attachment B must be in writing and signed by an authorized representative of each party.
12. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of this Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
13. **LIMITATION OF LIABILITY.** To the extent authorized under Texas law, in the event of a service interruption caused by CSG, CSG liability shall be limited to the use of reasonable diligence under the circumstances, for restoration of service. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION NEGLIGENCE PERFORMANCE OR FAILURE TO PERFORM TO THE EXTENT AUTHORIZED UNDER TEXAS LAW.
14. **NO AGENCY RELATIONSHIP & INDEMNIFICATION.** It is understood and agreed that CSG shall not in any sense be considered a partner or joint venturer with Customer, nor shall CSG hold itself out as an agent or official representative of Customer unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. CSG shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of Customer other than what may be expressly allowed under this Agreement. Customer will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by CSG or failure to act relating to the services being provided. CSG agrees to indemnify, hold harmless, and defend Customer against any claim, demand, loss, injury, damages,

action, or liability of any kind against Customer resulting from any services CSG perform on behalf of Customer.

- 15. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS.** Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
- 16. INCORPORATED DOCUMENTS.** This Agreement expressly includes: 1) Request for Proposal No. 1807-248 (and addenda); and 2) CSG's Response, dated September 13, 2018, which are incorporated herein as if copied in full. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) solicitation No. 1807-248 (and addenda); (2) the Response of CSG; and (3) this ensuing Agreement. In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between (1) terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.
- 17. DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within ten (10) working days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.
- 18. GOOD FAITH.** CSG agrees to act in good faith in the performance of this contract.
- 19. CONFIDENTIALITY.** CSG expressly agrees that it will not use any incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not enter any unauthorized areas or access confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.
- 20. RIGHT TO AUDIT.** CSG agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of CSG which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CSG agrees that Customer shall have access during normal working hours to all necessary CSG facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give CSG reasonable advance notice of intended audits.
- 21. RISK OF LOSS.** CSG shall relieve Customer of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Customer shall be responsible for any loss or damage to Equipment located on the premise directly caused by the sole fault or sole negligence of Customer, its

employees or others under Customer's supervision.

22. PERFORMANCE BOND. CSG shall purchase and maintain the following:

Performance Bond. CSG shall provide a Performance Bond in the amount of \$100,000.00 for this project. The surety for a Performance Bond shall meet the requirements of Texas law.

23. COMMISSION PAYABLE TO CUSTOMER. CSG will install, operate and maintain Equipment at no charge to Customer. CSG will pay Customer the commission set forth in Attachment D, attached hereto (collectively the "Commissions"), in consideration of Customer granting CSG exclusive rights for the installation and operation of Equipment servicing the locations. No Commissions shall be paid to Customer on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.

CSG will pay Commissions to Customer on a monthly basis on or before the 25th day following the end of the month in which Commissions are earned or accrued. Such Commissions shall be sent to the address designated in writing by Customer for such purpose. Customer agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff of a regulatory body having jurisdiction over the public communications contemplated herein.

Any Commissions due under this contract that are not received by Customer within 25 days of the close of the previous month, Customer is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/366 day year) calculated from the date payment is due.

24. SPECIAL ADA. CSG will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. CSG shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to Customer.

25. INSURANCE. At all times during the Term of this Contract, CSG shall maintain in effect the following types and amounts of insurance:

- a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
- b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
- c. Workers' Compensation: CSG shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

CSG shall provide certificates evidencing the above coverage amounts upon request from Customer.

26. REGULATORY. The parties acknowledge that underlying telecommunications Equipment may be provided by regulated providers and where applicable, provider tariffs, catalogs and price lists may apply.

27. **AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, except for additions or deletions of telephones as described in Attachment B, must be in writing and signed by an authorized representative from each Party.

28. **NOTICES.** Any notices or other communications to be given under this Agreement shall be sent to the following persons:

FOR CUSTOMER

Attn: Williamson County Sheriff's

Office Address: 508 S. Rock St.
Georgetown, TX 78626

Copy to: Williamson County Judge
710 Main St.
Georgetown, TX 78626

FOR CSG

Attn: Patrick Temple

Address: 182 Bastille Ln.
Ruston, LA 71270

29. **ENTIRE AGREEMENT.** This Agreement including all schedules, amendments and exhibits, including documents referenced in Paragraph 16, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

30. **County Judge or Presiding Officer Authorized to Sign Contract.** The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of Customer.

Signatures: The persons signing below signify that they have the authority from their respective business entities to execute this Agreement.

Facility


Signature

DAR A GATTI

Printed Name

County Judge

Title

10-07-2015
Date

CSG


Signature

Patrick M. Temple

Printed Name

Managing Member

Title

9/18/18
Date

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Signatures: The persons signing below signify that they have the authority from their respective business entities to execute this Agreement.

Facility

Signature

Printed Name

Title

Date

CSG


Signature

Patrick M. Temple
Printed Name

Managing Member
Title

9/18/18
Date

ATTACHMENT A

RATE SCHEDULE

Rates will be set according to mutual agreement between CSG and Customer. Rates will be in compliance with all State and Federal FCC regulations.

Interstate rates will conform to FCC regulations of .21/min for prepaid and .25/collect.

Rate Table:

PREPAID/PIN DEBIT CALL RATES	RATE/MINUTE (+ taxes)
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Local	\$0.21 per min.
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IntraLATA (Local Access Transport Area)	\$0.21 per min.
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InterLATA (Local Access Transport Area)	\$0.21 per min.
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Out-of-State	\$0.21 per min.
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International	\$0.50 per min.
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Transaction Fees:

- No Setup Fee. No Connect Fee. No License Fees like other providers.
- Consumer Transactions via Kiosk/Web/IVR/Mobile Application:
 - \$3.00 Transaction Fee (for credit card & cash payments)
 - No minimum - \$50 max (credit card)
 - No minimum - \$100 max (cash)
- Consumer Transactions via Call Center – Live Operator:
 - \$5.95 Transaction Fee (for credit card payments)
- Money Order Payments are also optional, \$0 Transaction Fee

ATTACHMENT B
PROVIDED EQUIPMENT

CSG shall provide all inmate telecommunication related equipment including, but not limited to, switches, routers, computers, telecommunication interfaces, inmate phones and handsets, kiosk, video visitation terminals.

All equipment required to provide the features as listed in Attachment C.

PHONE PLATFORM

Correct Solutions Group (CSG) will propose a **Phone Platform Solution** with a complete turnkey, non-coin, fully-integrated and self-contained call-processing unit. All components for placing calls, monitoring and data collection are contained within a single unit. It is, indeed, state-of-art, and the most efficient system of its kind. The CSG package consists of call control configuration, database management, system security, and additional processes for monitoring and reporting.

CSG will place phones, as required, within facility. Additionally, CSG will supply a lobby kiosk for friends/family to place deposits.

ATTACHMENT C

PROVIDED FEATURES

CSG will provide all current features of the inmate telephone system which include, but are not limited to, all investigative features, reporting, logging, scheduling of inmate phone calls.

In addition to the inmate phone system, CSG will provide:

PREA Hotline

Correct Solutions Group will provide the Facility convenient access to PREA Hotline for inmates, with email alerts to Facility administration for immediate review.

Inmate Voice Mail

The ITS Integrated Voice Mail Exchange (VMX) provides individualized voice messaging for each enrolled inmate. VMX is not a typical voice mail system, but has been specifically engineered as an integral part of the ITS. As such the system provides complete security and control over all aspects of the inmate's use of the system. Administrators can search for and listen to any message on the VMX even after the inmate has deleted the message from the mailbox. The VMX provides all necessary class of service controls for inmate users such as the number of messages allowed, message retention and deletion. Administrators can provision additional controls over how many messages a caller can leave in the inmate's mailbox.

Inmate Hotline

Inmate Hotline creates a more real-time interactive approach to servicing correctional telecom. Inmate Hotline will serve to virtually eliminate telephone related complaints at the facility, significantly reduce the number of failed call attempts, and increase prepaid collect call revenues. **Further, use of the Inmate Hotline service reduces overall staff time by allowing inmates to directly report issues.**

ATTACHMENT D

COMMISSION SCHEDULE

In consideration for this exclusive Contract and Agreement, CSG shall pay Customer a Commission Fee of **93%** of the Total Gross Call Revenue of all local, intralata, intralata intrastate and international completed calls.

CSG shall pay Customer a Commission Fee of **100%** of the transaction revenue created by utilization of the Inmate Voice Mail exchange system.