



**Inmate Telephone Service Agreement**

**CONTRACT BETWEEN THE COUNTY OF BROWN AND NCIC INMATE TELEPHONE SERVICES.**

This NCIC Inmate Telephone Services Customer Agreement (the "Agreement") is made this 14 day of November, 2016, by and between NCIC Inmate Telephone Services, (NCIC), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the CUSTOMER having its principal place of business at:

Address: 1050 W. Commerce St.

City, State & Zip code: Brownwood Texas, 76801

Phone Number: 325-641-2202

Email address: bcsojailadmin@browncountytexas.org

**WITNESSETH**

Whereas, the Facility 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 Facility to provide inmate telephone communication services; In consideration of the mutual benefits to be derived hereby, the Facility and the Provider do hereby agree as follows:

**I. TERM:**

**(A). Agreement Term and Renewal**

The initial term of this agreement will begin ninety days after award and continue for forty-eight (48) months thereafter. Unless terminated this agreement can renew under same terms and conditions with written mutual consent after the initial term. In the event this agreement is signed by the parties on different dates, the latter date shall control.

**II. SCOPE OF SERVICE**

**(A). Services to be provided**

The Provider shall provide at no cost a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS system shall be inclusive of all

November 14, 2016  
(Exhibit # 5)



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 Facility's requirements and be in compliance with any industry standards.

(B). **Payment to customer**

The company will forward monthly payment to CUSTOMER on or about the 30<sup>th</sup> day after the end of the previous month. Such payment (s) shall be fifty-two percent (52%) of gross revenue originating from the facility not to include federal, state and local taxes and any other cost recovery mechanism (s).

(C). **The Provider shall additionally provide the following:**

1. **Technology Grant:** A grant in the amount of **twenty-five thousand dollars (\$25,000)** to be paid on behalf of the Sheriff's office towards specific merchandise to enhance law enforcement and jail operations. NCIC will render payments as requested up to the aforementioned amount to the selected vendor for which valid invoices are received by NCIC. NCIC makes no representation or warranties on the merchandise purchased on behalf of the customer.
2. **Calling Cards:** NCIC will provide **\$5,000.00** dollars of calling cards (face value) to be sold in commissary. Once the Bonus cards are exhausted the discount will be 52% discount on future purchases.
3. **Kiosk:** NCIC will provide two (2) kiosk. A Front lobby deposit kiosk and a Booking kiosk to be integrated with Lone Star commissary software for real-time funding directly deposited into inmate's accounts. Additionally, Debit Card Release will be implemented to eliminate writing checks, upon release.

(D). **Rules and Regulations**

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



**(E). Installation**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost to the Facility. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Facility. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the Facility's security guidelines on institutional and facility security policies. Prior to beginning work at an institution, the Provider shall contact the institution to obtain a copy of any specific additional institutional or facility rules. The Provider shall provide all coordination required with local bandwidth provider and other carriers during installation and for the duration of the Contract. The Provider shall provide and install required surge protection for the ITS and its components.

**(F). Inmate Telephone System Functionality (General)**

The Provider shall provide an Inmate Telephone Service (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the Facility's system security requirements. The inmate telephone system 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 will 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 allow for the Facility to program times when the system will be operational, i.e., available or unavailable for inmate calls. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. During the call set-up process, the system shall provide a pre-recorded announcement identifying that the collect/prepaid call is coming from a jail, and containing a toll-free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls are subject to be monitored and recorded" The system shall have the capability to be deactivated (shut down), by Facility or Provider staff, quickly and selectively, at an individual facility, partial facility (single cell) or on a global basis and to restrict all access. The system shall be capable of deactivating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the Facility's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect, standard collect and debit calls.

**(G). Telephone Service Equipment**

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



(H). **Equipment Service & Maintenance**

The Provider shall provide equipment to support service delivery as specified herein at all designated facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the Facility shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Should the equipment not operate as designed and proposed or negotiated, or violate any local, state or federal code, rule or ordinance, the Provider shall correct the defect or irregularity or bring the service to within code, rule or ordinance at no cost to the Facility including payment for any fines or penalties associated therewith. 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 for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the facility.

III. **TERMINATION**

(A). Termination

If a breach of this agreement occurs by the Provider, the Facility may, by written notice to the Provider, terminate this Contract upon thirty (30) day notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

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

(C). Provider's Insurance

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

(D). Assignment

The Provider shall not assign its responsibilities or interests under this agreement to another party without prior written approval of the customer.

(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

During the term of this agreement, CUSTOMER agrees to grant Provider exclusive rights to install and maintain an Inmate Telecommunications System for all jail facilities owned and future jail facilities operated or governed by CUSTOMER.

CUSTOMER

PROVIDER

E Ray West III  
Signature  
E. Ray West III  
Print Name  
Brown County Judge  
Title  
Nov. 14, 2016  
Date

M Mascorro  
Signature  
Maurice Mascorro  
Print Name  
Regional V.P. Sales  
Title  
11/16/16  
Date

## Financial Offer

**Commission:** 52%

There will be no deductions from gross revenue for uncollectible accounts or other administrative costs. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity or funding fees outlined in the FCC inmate phone rate rulings. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges.

**Technology Grant:** A grant in the amount of **twenty-five thousand dollars (\$25,000)** to be paid on behalf of the customer towards specific merchandise to enhance law enforcement and jail operations. NCIC will render payments as requested up to the aforementioned amount to the selected vendor for which valid invoices are received by NCIC. NCIC makes no representation or warranties on the merchandise purchased on behalf of the customer.

**Calling Cards:** NCIC will provide **\$5,000.00** dollars of calling cards (face value) to be sold in commissary. Once the Bonus cards are exhausted the discount will be 52 % discount on future purchases.

**Kiosk:** NCIC will provide two (2) kiosk. A Front lobby deposit kiosk and a Booking kiosk to be integrated with Lone Star commissary software for real-time funding directly deposited into inmate's accounts. Additionally, Debit Card Release will be implemented to eliminate writing checks, upon release.

**Term:** The initial term will be for four years (4) which will begin ninety days (90) after award date, to allow for installation of said equipment. Any renewal period will be with mutual written consent.

\*\*\*\*\*

NCIC received PCI Compliance certification which is required by the Payment Card Industry for processing credit card transactions and holding card numbers stored in our secure billing servers. Currently, only one other inmate telephone provider is PCI Compliant, so many jails not using certified providers run the risk of having credit card information from local citizens compromised.

## Rates & Fees

### Rates:

CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID CARDS/DEBIT	
	Surcharge	Per min Rate	Surcharge	Per Minute Rate	Surcharge	1st Min/ Add Min
Local	\$0.00	.31	\$0.00	.31	\$0.00	.25
INTRAlata (In State)	\$0.00	.31	\$0.00	.31	\$0.00	.25
INTERlata (In State)	\$0.00	.31	\$0.00	.31	\$0.00	.25
INTERstate (Out of State)	\$0.00	.31	\$0.00	.31	\$0.00	.20

### Fees:

Account Set-Up	Description	Amount
Live Customer Service Representative	Account Funding Fee using a live agent	\$5.95
Automated Account Setup	Sign-up over telephone or WEB	\$3.00

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(I). Exclusivity

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CUSTOMER

PROVIDER

E Ray West III  
Signature

\_\_\_\_\_  
Signature

E. Ray West III  
Print Name

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

Brown County Judge  
Title

\_\_\_\_\_  
Title

Nov. 14, 2016  
Date

\_\_\_\_\_  
Date