



Inmate Communications Addendum Agreement

CONTRACT ADDENDUM BETWEEN THE COUNTY OF UPSHUR AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Addendum Agreement ("Agreement") is made this _____ day of _____, 2020, 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, Upshur County Sheriff's Office, having its principal place of business at:

Address: 405 North Titus Street

City, State: Gilmer, Texas Zip: 75644

Contact: Sheriff Larry Webb

Phone: 903-843-2541

FILED
TERRI ROSS
COUNTY CLERK
2020 AUG 14 AM 11:56
BY _____
UPSHUR COUNTY, TX.
DEPUTY

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 telephone, video visitation 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) Both parties agree to the bellow addendum and extension of the Inmate Phone Service Contract that was executed on **November 30, 2016** and set to expire on **November 30, 2022** and agree to add the below services and equipment through this addendum and extension. The extension is a two (2) year extension and will automatically renew under same terms and conditions consecutively for one (1) year periods, if notice of termination is not received ninety (90) days prior to ending date of this addendum or any renewal period.

II. SCOPE OF SERVICE

(A). Inmate Telephone System

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

Provider will continue to forward monthly ITS Payment to Subscriber on or about the 30th day of each month to allow for a billing cycle to complete. Such payment shall stay the same as original ITS Contract.

(C) ITS Rules and Regulations (General)

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 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. 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 ITS 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 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 the Subscriber.

(D). Provider's Responsibilities - ITS

1. Provide a comprehensive ITS 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 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;
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 ITS system 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). ITS Installation (General)

Already Installed.

(F). ITS System Functionality (General)

The Provider shall provide an ITS 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 ITS 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 Telephone 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). Messaging, Ticketing, Tablet and Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Messaging, Ticketing, Tablet and Video Visitation System (Communications System). The Communications System 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). Messaging and Offsite Video Visitation Payment

The company will forward monthly payment to subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 25% of gross messaging and remote visitation session revenue associated with messaging and 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). The agreed-upon rates for messaging and off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). Communications System Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for Communications System 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 Communications System and related services provided throughout the duration of the agreement. Provider reserves the right to renegotiate 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 Communications System modifications necessary to allow inmates to participate in Communications System 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 Communications System 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 – Communications System

1. Provide a comprehensive Communications System that will allow for messaging and off-site visitation services based on the needs of the Subscriber;
2. Provide a Communications System 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 Communications System equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's messaging, 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 messaging and visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Communications 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 messaging and remote visitation sessions and monthly revenue statements provided, upon request.

(L). Communications System 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 Communications System 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

Communications System use instructions, rate information and any other information deemed essential to the utilization of the Communications System.

(M). Video Visitation 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** to the County or Sheriff's Office.

(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 with or without cause with a 90-day written notice to the other party. 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

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

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The 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 those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products



or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that 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

PROVIDER

[Handwritten Signature]

Signature

TODD TEFFELER

Print Name

UPSWUR CO. JUDGE

Title

8-14-2020

Date

Signature

Douglas Morgan

Print Name

Regional Sales Manager

Title

Date

**ATTACHMENT A
RATES, FEES AND COMMISSIONS**

Inmate Messaging and Video Visitation		
Charge/Fee Name	Charge/Fee Description	Amount
Video Visitation Rate	Cost Per Minute	\$0.31
Per Message Rate	Cost Per Message Sent	\$0.25
Attachment Rate	Cost Per Attachment (Pictures, Letters, Etc.)	\$0.35
Commission Amount:	25% Gross Messaging and Video Visitation Revenue	

CUSTOMER PRODUCT LIST

NCIC Customer Product	Included at NO cost? (Yes/No)
<u>Inmate In-Cell Kiosk:</u>	
<u>Upshur County Jail</u> - 18 Units valued at \$21,600 plus install cost.	YES
Electronic Grievance, Medical, Inmate Request Forms, etc.	YES
Offsite Video Visitation	YES
Inmate/Friends and Family Messaging and Attachments	YES
Complete System Installation, Training, Upgrades and Maintenance	YES
Live Multilingual Call Center	YES

SUBSCRIBER



 Signature

 Print Name

 Title

8-14-2020

 Date

PROVIDER

 Signature

Douglas Morgan

 Print Name

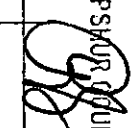
Regional Sales Manager

 Title

 Date

FILED
 TERRI ROSS
 COUNTY CLERK

2020 AUG 14 AM 11:56

BY 
 UP SHUR COUNTY, TX.
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