



## Inmate Communications Addendum Agreement

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

This NCIC Inmate Communications Service Subscriber Addendum Agreement ("Agreement") is made this 11th day of August, 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, Polk County Sheriff's Office, having its principal place of business at:

Address: 1733 N. Washington Ave.

City, State: Livingston, Texas Zip: 77351

Contact: Sheriff Kenneth Hammack

Phone: 936-327-6810

### 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 an extension of the Inmate Phone Service Contract that is set to renew on July 14, 2020 and agree to add the below services through this addendum and extension. The extension is a three-year that will automatically renew under same terms and conditions consecutively if notice of termination is not received as stated in original contract.

#### II. SCOPE OF SERVICE

##### **(A) Inmate Messaging, Ticketing, Forms and Mail Scanning**

NCIC will provide, at no cost to Polk County or the Polk County Sheriff's Office (Subscriber), Inmate kiosks in pre-determined inmate housing areas at the Polk County Jail Facility with the capability to provide messaging, ticketing, forms and mail scanning. A break down for the number of units per facility and their value are listed on **Attachment A – Rates, Fees and Commissions**

##### **(B) Messaging, Ticketing and Forms 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 system shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the in-cell kiosk equipment. In cases where existing station

cabling cannot be used, the 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. 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.

**(C). Messaging, Ticketing and Forms System Functionality (General)**

The Provider shall provide a Messaging, Ticketing and Forms System that is fully supported by an infrastructure which has the capability to provide specified services such as secure Messaging, Ticketing and Forms System. The Messaging, Ticketing and Forms 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 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.

**(D). Inmate In-Cell Kiosk 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.

**(E). Messaging Payment**

The company will forward monthly payment to the Polk County Sheriff's Office 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 25 (%) of gross messaging revenue associated with inmate messaging 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). Attachment A – Rates, Fees and Commissions of this Agreement.

**(F). Messaging Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for Messaging 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 Messaging and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased messaging rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for complying with and updating the Messaging, Ticketing and Forms 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.

**(G). Provider's Responsibilities – Messaging, Ticketing and Forms System**

1. Provide a comprehensive Messaging, Ticketing and Forms System that will allow messaging services based on the needs of the Subscriber;
2. Provide a Messaging, Ticketing and Forms System which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits and any additional required system functionality;

3. Installation of new in-cell kiosk equipment at all included Facilities and any required station cabling as determined necessary;
4. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical messaging transaction information;
5. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Messaging, Ticketing and Forms System and equipment;
6. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
7. Provision of all required training and instructional materials required for use of the Messaging, Ticketing and Forms System as applicable to inmates, families, and/or facility staff;
8. Provision of all related support services not otherwise indicated herein, and;
9. Commission payments based on gross revenue of messaging and monthly revenue statements provided, upon request.

### III. General Policies

#### (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 a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure 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

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

Exclusivity and Right of First Refusal. In consideration of compensation 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 during the term of this Agreements. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect 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, 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, 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

Sydney Murphy  
Signature

Sydney Murphy  
Print Name

Polk County Judge  
Title

August 11, 2020  
Date

PROVIDER

Douglas Morgan  
Signature

Douglas Morgan  
Print Name

Regional Sales Manager  
Title

8/13/2020  
Date

**ATTACHMENT A**  
**CALLING RATES, FEES AND COMMISSIONS**

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.20	\$0.00	\$0.20
INTRALATA / INTRASTATE	\$0.00	\$0.20	\$0.00	\$0.20
INTERLATA / INTRASTATE	\$0.00	\$0.20	\$0.00	\$0.20
INTERLATA / INTERSTATE	\$0.00	\$0.20	\$0.00	\$0.20
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	60% of Gross Call Revenue			
<b><u>ADDITIONAL TECHNOLOGIES</u></b>				
<b><u>CHARGE/FEE NAME</u></b>			<b><u>AMOUNT</u></b>	
SECURE INMATE MESSAGING – PER MESSAGE RATE:			\$0.25 Per Message \$0.35 Per Attachment	
MESSAGING COMMISSION: (Commission from Messaging will be paid to the Polk County Sheriff's Office)			25% of Gross Visit Revenue	

**ATTACHMENT B**  
**CUSTOMER PRODUCT LIST**

<u>NCIC CUSTOMER PRODUCT / SERVICE</u>	<u>COST TO COUNTY</u>
COMMISSARY ORDERING by PHONE / KIOSK:	\$0.00
SECURE INMATE PIN SYSTEM:	\$0.00
COMPLETE SYSTEM INSTALLATION, TRAINING and MAINTENANCE:	\$0.00
CORRECTIONAL- GRADE INMATE KIOSKS:	\$0.00
ALL REQUIRED NETWORK INFRASTRUCTURE, BANDWIDTH:	\$0.00

SUBSCRIBER

*Sydney Murphy*  
 Signature

Sydney Murphy  
 Print Name

Polk County Judge  
 Title

August 11, 2020  
 Date

PROVIDER

*Douglas Morgan*  
 Signature

Douglas Morgan  
 Print Name

Regional Sales Manager  
 Title

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