

**LICENSE AND SERVICE AGREEMENT FOR INMATE TELEPHONES  
AND ELECTRONIC COMMUNICATION SERVICES**

This License and Service Agreement for Inmate Telephones (hereinafter "Agreement") is entered into by and between NETWORK COMMUNICATIONS INTERNATIONAL CORP. (hereinafter "NCIC") and POLK COUNTY, TEXAS (hereinafter "County") to be effective as of The date of the last to sign below ("Effective Date").

**RECITALS**

WHEREAS, the County is the owner of a detention facility located in Polk County, Texas, at Highway 350 South, Livingston, Texas 77351, which facility is called the IAH Secure Adult Detention Facility, and

WHEREAS, the County desires to provide local, long distance, and international telephone services to inmates of the detention facility, and to provide access to electronic communications to the inmates of the facility, and

WHEREAS, NCIC is in the business of providing telephone services and electronic communication services to the inmates of detention facilities, and

WHEREAS, the County Commissioners find it in the best interests of the County to contract with NCIC for the provision of inmate telephone services and electronic communication services and exclusive license to install and operate inmate telephones and electronic communications equipment and items at the IAH Detention Center.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I.

**INMATE TELEPHONE SERVICES**

1.1 During the term of this Agreement, NCIC shall have the exclusive right to install, operate and maintain inmate telephones and provide inmate telephone services at:

IAH Detention Center  
Highway 350 South  
Livingston, Texas 77351  
(hereinafter "Facility")

pursuant to the terms of this Agreement.

1.2 NCIC shall maintain and provide, at its sole cost and expense, all equipment, material, labor and services necessary to operate the inmate telephone system at the Facility. NCIC is responsible, at its sole expense, for the provision and maintenance of all equipment that is

necessary to screen, connect, process, track, complete or block inmate telephone calls.

The equipment installed or replaced by NCIC, other than the cable, wiring and jacks/ports installed to serve the inmate telephones, and other than the equipment provided to the County as part and parcel of the consideration paid to the County or otherwise owned by the County, shall remain the property of NCIC. Installation or replacement of the equipment will be completed in a professional, workmanlike manner by fully qualified and trained personnel. The number and location of inmate telephones will be determined by the mutual consent and agreement of NCIC and the County. The County shall not be liable or responsible for any damage to inmate telephone equipment caused by inmates. NCIC will be given access to remove the inmate telephone equipment upon termination of this Agreement, but shall repair or reimburse the County for repair of any damage to the Facility caused thereby. Upon termination of this Agreement NCIC shall leave in place, and in operable condition, the cables, wiring, jacks and ports which serve the inmate telephones.

1.3 NCIC agrees to complete inmate calls generated by the inmate telephones regardless of whether it has an agreement with the IXP, CLEC or CLEX provider necessary to recoup consideration for delivery of the call to its destination. NCIC shall use its best efforts to obtain such necessary agreements or to provide an alternative means for collecting revenues from such calls. However, the County has an obligation to provide telephone access, and NCIC has assumed the responsibility for providing that access. NCIC will provide for the completion of all calls, absent administrative blocks, or other approved call blocking, regardless of the absence of agreements with an IXP, CLEC or CLEX. It is the understanding of both Parties that Prepaid Calling cards and prepaid home phone service will be used to facilitate the completion of calls where no billing agreement exists or the called party cannot establish credit with its telephone company or NCIC for the billing of collect calls to its account. This provision shall not prohibit NCIC from blocking calls to a number which has been billed, but has not paid the bill within 30 days, until such time as the bill is paid; or blocking a number not covered by an agreement with a local provider where the number has been offered a pre-paid option or other payment method and has not elected to pursue that option, and where the inmate has not procured an NCIC pre-paid calling card for use in calling the number.

1.4 NCIC shall provide all equipment, services, connections, and systems necessary to provide inmate telephone service to the inmates of the Facility, including local, long distance and international telephone service.

1.5 NCIC shall establish controls to assure that only collect ("O+") traffic or an approved and monitored prepaid calling option originates from the inmate telephones. NCIC shall establish controls to assure that no third-party number or credit card traffic originates from the inmate telephones. In the event that pre-paid calling cards are allowed by the express written agreement of the County, they must be issued only by NCIC, and NCIC shall take all steps necessary to assure that all calling card revenues are included in the calculation of the County's commission.

1.6 NCIC will retain fully qualified and trained support and repair personnel to maintain the telephone equipment. NCIC will acknowledge receipt of a repair request from the County within two hours. NCIC will dispatch for repair within twenty-four hours for minor outages and within six

hours for major outages. A minor outage is defined as the inability to originate calls from less than 20% of the stations served by NCIC. A major outage is defined as the inability to originate calls from 20% or more of the stations served by NCIC.

Failure to comply with this provision, or consistent and repeated instances of minor or major outages attributable to NCIC or its equipment/services may at the option of the County cause the termination of this Agreement, subject to the opportunity to cure set forth in paragraph 4.3 of this Agreement.

NCIC will be given reasonable access to the Facilities to perform the services outlined in this Agreement. Personnel or contractors of NCIC shall comply with all security rules or instructions of the Facility.

1.7 NCIC shall install and assure the integrity of call blocking and three-way call blocking features. In addition, NCIC shall install and assure proper operation of administrative systems that require inmates to use a PIN number for telephone use, which provide the ability to block individual PIN numbers from telephone use or to monitor/record calls made from a particular PIN number, and which allow for limitations on the duration of calls from a particular PIN number.

1.8 The per minute fees to inmates or their families may not exceed the rates set forth in Attachment "A" without prior approval by the Polk County Commissioners Court.

## II.

### CONSIDERATION TO THE COUNTY—INMATE TELEPHONES

2.1 In consideration of the rights granted to NCIC hereunder, NCIC agrees to pay to the County on a monthly basis sixty percent (60%) of Gross Billable Revenues from the inmate telephones. "Gross Billable Revenue" means one hundred percent (100%) of all charges (including operator calling surcharges) generated by calls from inmate telephones, without deduction for line charges, carrier charges, repair charges, discounts, uncollectibles, bad debts, offsets, loss allocations, inmate fraud, or other reduction. This includes all charges generated by each call, including any charges of inter-exchange carriers, LECS, CLEX, IPX, all NCIC charges, surcharges, etc. Gross Billable Revenues will be calculated on a monthly period beginning on the first day of each month and ending on the last day of each month. Payment shall normally be made to the County no later than twenty (20) days after the end of the calendar month and shall be guaranteed no later than the twenty-fifth (25th) day after the end of the calendar month. Payment shall be made payable to the order of Polk County, and shall be delivered to the County Treasurer at 514 W. Church Street, Livingston, Texas 77351. "Gross Billable Revenue" shall include the charge which would have been generated from all calls based on NCIC's applicable rates, including intrastate, interstate, international, "0+" collect, pre-paid (either calling card or SmartConnect), or 1-800 access or other such calls.

2.2 NCIC will provide the County with monthly reports showing the Gross Billable Revenues generated from the inmate telephones, subtotals for each facility, number of calls for each telephone unit, and the calculation of the County's fee. NCIC shall timely provide the County such

documentation or information supporting the reports as the County may reasonably request, and provide such additional information or breakdowns as the County may reasonably request.

### III.

#### INMATE ELECTRONIC COMMUNICATION SERVICES

##### **3.1 Scope of Service**

###### **(A) Remote Video Visitation, Inmate Messaging, Ticketing, Forms, Mail Scanning & Tablets**

NCIC will provide, at no cost to Polk County as Subscriber, Inmate kiosks in pre-determined inmate housing areas at the IAH Detention Center with the capability to provide Remote Video Visitation, Messaging, Ticketing, Forms and Mail Scanning Tablets. Installation of each added service will be scheduled in phases in order to allow needed infrastructure to be installed and product development. The County grants NCIC the exclusive right to provide this service to inmates at the facility during the term of this Agreement.

###### **(B) Video Visitation, 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 NCIC. Wherever possible, NCIC 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,~~ NCIC 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. NCIC shall comply with all applicable electrical codes. NCIC shall comply with the security guidelines on institutional security policies. NCIC shall provide all coordination required with any local bandwidth NCIC and other carriers during installation and for the duration of the Agreement.

###### **(C) Video Visitation, Messaging, Ticketing and Forms System Functionality (General)**

NCIC 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 NCIC. Secure access to the system and the database shall be maintained at all times. NCIC 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, NCIC 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.

### **3.2 Messaging and Video Visitation Payment**

NCIC will forward monthly payment to Polk County with their current monthly commission payments starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to twenty-five (25%) of gross messaging and video visitation 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 and Commissions of this Agreement.

### **3.3 Messaging Rules and Regulations (General)**

1. NCIC 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. NCIC 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. NCIC 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, or terminate services on 30 days written notice should such regulations make the services infeasible to provide.
3. NCIC 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.

### **3.4 NCIC's Responsibilities – Video Visitation, 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 Video Visitation, 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. NCIC personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Video Visitation, 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, including tablets;
7. Provision of all required training and instructional materials required for use of the Video Visitation, 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 video visitation, messaging and monthly revenue are provided

#### IV.

##### TERM

4.1 The term of the Agreement shall be four (4) years from its effective date. This Agreement can be renewed annually thereafter on the mutual agreement of the parties.

4.2 Either party to this Agreement will be allowed to terminate the Agreement if the Federal Communications Commission, the State Public Utilities Commission, the Texas Legislature or a court of competent jurisdiction issues an order, ruling, regulation or law which materially and adversely affects the License Agreement, or either party's abilities to perform under the Agreement. Such termination will not give rise to a claim for damages, provided, however, the parties, if allowed by law, shall comply with their obligations under the Agreement up to the date of termination.

4.3 Either party will be allowed to terminate the License Agreement for a material breach thereof on thirty (30) days' notice and opportunity to cure.

#### V.

##### ADDITIONAL TERMS AND CONDITIONS

5.1 Notice. Any notice required to be provided under this Agreement, or required to be given by law, shall be given by certified U.S. mail, return receipt requested, or other reliable courier at the addresses shown below:

County:

Polk County Judge  
Polk County Courthouse  
101 West Church Street, Suite 300  
Livingston, Texas 77351

NCIC:

Network Communications International Corp.  
Attention: President  
P. O. Box 551  
Longview, Texas 75606

Either party can designate a different officer or address to which notices are to be sent by sending notice of the change in accordance with this provision. Notices are deemed effective on the date posted to the mail.

5.2 No Liability. The County, and any operator for the County, shall not be responsible or liable for the fraudulent or unlawful acts of inmates using the inmate telephone system or electronic communications system, or damages occasioned by the inmates to inmate telephone or electronic communications equipment.

5.3 Reimbursement for Claims/Indemnification. NCIC will reimburse and hold harmless the County and its officials for any claims, liabilities, causes of action, lawsuits, damages, reasonable attorneys fees, costs or expenses arising from NCIC's proven breach of performance of this Agreement. NCIC shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the County, 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 NCIC, or its employees or agents, in the course of the operations of this Contract.

5.4 Applicable Law and Venue. Any dispute arising out of this Agreement or performance hereunder shall be governed by the laws of the State of Texas, and the venue of all disputes between the parties hereto or with relation to this Agreement shall be Polk County, Texas.

5.5 Assignment. NCIC shall not sell, assign, transfer, or convey this Agreement or any interest or obligation hereunder, in whole or in part, without the prior written consent of the County, which shall not be unreasonably withheld by the County; and any such action taken without the County's permission is void.

5.6 Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein, or unless the invalidation of the provision materially deprives one of the parties of its benefit of the bargain.

5.7 Lawfulness of Agreement. If, for any reason, this contract is held void, voidable, invalid, or otherwise is determined not to be lawful, NCIC shall have no right or claim for damages or other relief as a result thereof against the County, officers and employees of the County, or any agent of the County, and hereby indemnifies, releases, and holds harmless the County for any such claims.

5.8 Entire Agreement. The parties agree and warrant that this Agreement constitutes the entire agreement and understanding between the parties on this subject matter and there are no other agreements, considerations, understandings, promises, or representations made except those expressly stated herein.

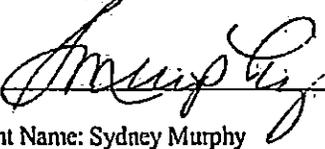
5.9 Execution Authority. By his or her signature below, each signatory individually certifies that he or she is the properly authorized agent or officer of the applicable party hereto, and that he or she has the necessary authority to execute this Agreement on behalf of such party. Each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

5.10 No Joint Venture. This Agreement is not intended to create, nor shall it be construed to create, any type of joint venture, partnership, master-servant or franchise relationship between NCIC and County.

5.11 No Third-Party Beneficiaries. This Agreement shall not provide any person not a party to this Agreement with any remedy, claim, liability, reimbursement, commission, cause of action or other right in excess of those existing without reference to this Agreement.

5.12 Binding Nature. This Agreement is binding on NCIC and County and their respective heirs, devisees, agents, executors, administrators, personal representatives, successors and assigns.

Polk County, Texas

By: 

Print Name: Sydney Murphy

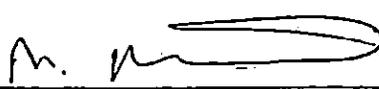
Title: County Judge

Date: January 12, 2021

ATTEST:

  
County Clerk

Network Communications International Corp.

By: 

Print Name: MAURICE MASCORRO

Title: Business Development

Date: 1/13/2021

**ATTACHMENT A**

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.25	\$0.00	\$0.25
INTRALATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTERSTATE	\$0.00	\$0.25	\$0.00	\$0.25
MEXICO	\$0.00	\$0.25	\$0.00	\$0.35
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	60% of Gross Call Revenue			
ADDITIONAL REVENUE TECHNOLOGIES				
FEE NAME / CHARGE			AMOUNT	
INMATE MESSAGING - PER MESSAGE RATE:			\$0.25 Per Message \$0.35 Per Attachment	
INMATE REMOTE VIDEO VISITATION			\$0.25 per minute	
INMATE TABLETS			\$0.03 per minute	
MESSAGING, REMOTE VIDEO VISITATION and TABLET			25% of Gross	

**ATTACHMENT B**

NCIC CUSTOMER PRODUCT / SERVICE	COST TO COUNTY
COMMISSARY ORDERING WITH IN-CELL KIOSK:	\$0.00
PROPRIETARY VISITATION ON-LINE SCHEDULING SOFTWARE:	\$0.00
COMPLETE SYSTEM INSTALLATION, TRAINING and MAINTENANCE:	\$0.00
CORRECTIONAL- GRADE INMATE KIOSKS:	\$0.00
ELECTRONIC GREIVANCE, MEDICAL, INMATE FORMS, HB, ETC.	\$0.00
INMATE TABLET MULTIMEDIA (Music, Games, Movies, etc.)	\$0.00
REMOTE VIDEO VISITATION AND INMATE MESSAGING.	\$0.00
ALL REQUIRED NETWORK INFRASTRUCTURE & BANDWIDTH:	\$0.00