

Inmate Communications Agreement

CONTRACT BETWEEN (LAWRENCE COUNTY, TENNESSEE) AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Lawrence County Agreement ("Agreement") is made this **1st day of September, 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 Lawrence County having its principal place of business at:

Lawrence County Jail

Address: 240 W Gaines St.

City, State & Zip code: Lawrenceburg, TN 38464

Contact: Susan Taylor

Phone: (931) 762-3646

Email address: staylor@lawcosheriff.com

WITNESSETH

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

I. TERM

- (A). This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Telephone System (ITS)), and continue in full force and effect for a period of five (5) years from such date and will automatically renew under same terms and conditions consecutively for one (1) year terms, not to exceed 4 years, if notice of termination is not received thirty (30) days prior to completed initial term or any renewal term.

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 Lawrence County's requirements and be in compliance with any industry standard.

(B). **ITS Payment**

Provider will forward monthly payment to Lawrence County 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 **sixty percent (60%)** of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

(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 Lawrence County.
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 Lawrence County.

(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. Provide systems and equipment that support the Facility's call monitoring/security needs, including 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 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. 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 telephone 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 ALL calls and monthly revenue statements provided, upon request.

(E). ITS 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 ITS shall be provided by Provider. Wherever possible, Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, 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. Provider shall comply with all applicable electrical codes. Provider shall comply with the security guidelines on institutional security policies. Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ITS System Functionality (General)

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 Provider. Secure access to the system and the database shall be maintained at all times. 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 Communications Equipment

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

(H). Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of Lawrence County, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components.

(I). **VVS Payment**

Provider will forward monthly payment to Lawrence County 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 twenty-five percent (25%) of gross remote visitation session revenue associated with 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). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). **VVS Rules and Regulations (General)**

1. Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. 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 VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. Provider shall be responsible for complying with and updating the VVS 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 Lawrence County.

(K). **Provider's Responsibilities – VVS**

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of Lawrence County;
2. Provide a VVS utilizing existing system infrastructure, network, database, servers, visitation processors, communications circuits, visitation monitoring and recording functionality;
3. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
4. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
5. Provide personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
6. Provide 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 video visitation services as applicable to inmates, families, and/or facility staff;
8. Remit commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

(L). **VVS Installation (General)**

All required materials, equipment, hardware, software and station cabling for operation and maintenance of the VVS is currently in place and existing at the facility. Provider shall re-use existing station cabling installed at the 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. Provider shall comply with all applicable electrical codes. Provider shall comply with the security guidelines on institutional security policies. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). **VVS System Functionality (General)**

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. Provider shall provide remote access to authorized users for Lawrence County 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, Provider and its supplier(s) shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Lawrence County.

(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 Lawrence County 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

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Lawrence County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Lawrence County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Lawrence County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Lawrence County reserves the right to purchase its requirements elsewhere.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to pay commissions on time;
 - Failure to provide preventive maintenance on the system;
 - Failure to keep equipment repaired in a timely manner, within twenty-four (24) hours of notification;
 - Charging telephone customers rates in excess of agreed upon rates or above allowable rates as set forth by the Tennessee Regulatory Authority;
 - Other considerations preventing the proper operation of the inmate telephone services.
2. If a breach of this Agreement occurs by the Provider, Lawrence County 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.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contract to the next lowest proposer or proposing again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the

county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

(B). Indemnification

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Lawrence County, 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 Provider, or its employees or agents, in the course of the operations of this Agreement.

C). Provider's Insurance

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Lawrence County property.
2. The contractor shall furnish a Certificate of Insurance issued by their insurance company showing that Lawrence County is an additional insured. Carrier will assume full common liability of all shipments. Insurance coverage shall be carried 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 Lawrence County 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, Lawrence County 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. Provider and Lawrence County 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, Lawrence County 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 Lawrence County facility, including present and future Lawrence County facilities. Provider will have the exclusive right to provide the products and services implemented at Lawrence County 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 Lawrence County during the term of this Agreement, whether the products or services are for inmates located at Lawrence County facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

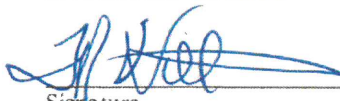
(J). Circumstances Uncontrollable by Provider

Provider reserves 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. Lawrence County 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.

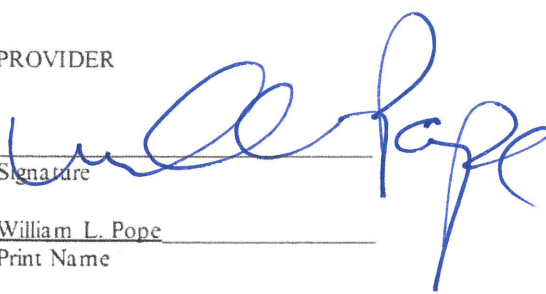
NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Lawrence County as wages, compensation or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Lawrence County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Lawrence County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

LAWRENCE COUNTY


Signature
I.R. Williams
Print Name
County Executive
Title
8/4/20
Date

PROVIDER


Signature
William L. Pope
Print Name
President
Title
8-4-20
Date

ATTACHMENT A 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

COMPENSATION	
COMMISSION AMOUNT:	60% of TRUE Gross Call Revenue
MINIMUM MONTHLY GUARANTEE (MMG):	\$35.00 per Inmate, per Month
COMMISSION AMOUNT – REMOTE VIDEO VISITATION:	25% of Gross Visit Revenue
ANNUAL AUDIT FUNDING PAYMENT:	\$1,500.00 (Payable once annually, within 10-days of Lawrence County's request)
TECHNOLOGY PROVISION:	Comprehensive Body Scanner Solution (Furnished, Owned and Maintained by Provider)

INMATE TELEPHONE SYSTEM – FEES	
CHARGE/FEE NAME	AMOUNT
LIVE OPERATOR TRANSACTION FEE:	\$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	\$3.00
WEB TRANSACTION FEE:	\$3.00

 Lawrence County Initials: JP

 Provider Initials: WV

 Date: 8/4/20

 Date: 8-4-20

ATTACHMENT B
CUSTOMER PRODUCT LIST

<u>NCIC CUSTOMER PRODUCT / SERVICE</u>	<u>COST TO LAWRENCE COUNTY</u>
INMATE CALL ENGINE (INMATE PHONE SYSTEM):	\$0.00
iWeb VIDEO VISITATION SYSTEM:	\$0.00
INMATE PHONE and VISITATION MONITORING / RECORDING:	\$0.00
COMMISSARY ORDERING by PHONE:	\$0.00
SECURE INMATE PIN SYSTEM:	\$0.00
INTEGRATION WITH JMS, COMMISSARY and OTHER SYSTEMS:	\$0.00
'SECURE COLLECT' (ONLINE / LIVE OPERATOR ACCOUNT SET-UP):	\$0.00
INMATE TROUBLE TICKET (VIA PHONE):	\$0.00
LIVE, MULTILINGUAL US-BASED CALL CENTER:	\$0.00
COMPLETE SYSTEM INSTALLATION, TRAINING and MAINTENANCE:	\$0.00
CORRECTIONAL-GRADE INMATE TELEPHONES:	\$0.00
ALL REQUIRED NETWORK INFRASTRUCTURE, BANDWIDTH:	\$0.00

Lawrence County Initials: JP

Provider Initials: WP

Date: 8/4/2020

Date: 8-4-20