

Inmate Communications Agreement

CONTRACT BETWEEN CITY OF FOLEY AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Telephone Service Subscriber Agreement ("Agreement") is made this _____ day of _____ 2019, 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 having its principal place of business at:

Address: 200 East Section Ave

City, State & Zip code: Foley, Alabama 36535

Contact: Shawn Miller

Phone: 251-952-4010

Email address: smiller@foleypolice.org

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 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.) This Agreement shall begin on the date of completed installation, and continue in full force and effect for a period of three (3) years.

(B.) At the end of the three (3) year term, NCIC agrees to a month to month contract until a new contract is in place with NCIC or another company based on bids received at that time. If NCIC is not the awarded bidder, minimum 30 day notice will be given prior to transition to the new company. NCIC must be willing to work with the City of Foley and the awarded bidder on a transition plan.

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). 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 **61 (%)** 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).

(C) 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

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). 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 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 (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.

(F). 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). 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). Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regard 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 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. The provider agrees to provide proof of General Liability Insurance and Workers Compensation Insurance by submitting a certificate of insurance to the City and shall list the City of Foley as an additional insured.

(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 Alabama, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Alabama.

(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, the Subscriber agrees to grant the Provider exclusive rights to install and maintain Inmate Communications Services for all Facilities owned and future Facilities operated or governed by the Subscriber, inclusive of all inmate communications products and services. Inmate Communications Services, by way of example and not limitation, shall include Inmate Telephone Systems (ITS), Video Visitation System (VVS), Inmate Kiosks, Inmate Tablets, Inmate Messaging (Picture Messaging, Video Messaging, Email and/or SMS Text), Inmate Mail Scanning Applications, and Inmate Voicemail.

(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_____
Signature_____
John E. Koniar
Print Name_____
Mayor
Title_____
Date**PROVIDER**_____
Signature_____
William L. Pope
Print Name_____
President
Title_____
Date

ATTACHMENT A
CALLING RATES, FEES AND COMMISSIONS

ITS Calling Rates			
Call Type	Collect	Pre-Paid Collect	Debit/Debit Cards
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.20	\$0.20	\$0.20
Intralata/Intrastate	\$0.20	\$0.20	\$0.20
Interlata/Intrastate	\$0.20	\$0.20	\$0.20
Interlata/Interstate	\$0.20	\$0.20	\$0.20
MEXICO (Debit or Prepaid Only)	\$0.25	\$0.25	\$0.25
International (Debit or Prepaid Only)	\$0.35	\$0.35	\$0.35
Commission Amount:		61% of Gross Call Revenues	
MMG:		\$1,020.00	

ITS Allowed Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (Web / IVR):	\$3.00
Pre-Paid Funding Fee (Live Representative):	\$5.95
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$0.00
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):	Pass Through - No Markup
Applicable Required Taxes:	Vary (Pass-Through/No Markup)
All Other Fees:	Not Allowed

ATTACHMENT B CUSTOMER PRODUCT LIST

NCIC Customer Product	Included at no cost? (Yes/No)
"Inmate Call Engine" (Inmate Phone System)	Yes
Secure Web Access	Yes
Inmate Phone Recording	Yes
"Secure Collect" (Online/Live operator account set up.)	Yes
Anytime Voicemail and Broadcasting	Yes
Dial "9" Feature	Yes
Complete System Installation, Training, Upgrades and Maintenance	Yes
Inmate P.R.E.A. Line	Yes
Inmate Customer Service Line	Yes
Advanced Investigation Suite (Google maps address location, alerts, call briefcase, etc.)	Yes
Live Multilingual Call Center	Yes

SUBSCRIBER

PROVIDER

Signature

John E. Koniar
Print Name

Mayor
Title

Date

Signature

William L. Pope
Print Name

President
Title

Date