



Inmate Communications Agreement

CONTRACT BETWEEN THE COUNTY OF TODD, MINNESOTA AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 1st day of May, 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: 115 3rd Street

City, State: Long Prairie, MN Zip: 56347

Contact: Sheriff Steve Och

Phone: (320) 732-2157

Email: _____

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). This Agreement shall begin on the date of completed installation of both the inmate telephone and video visitation systems, and the Initial Term shall continue in full force and effect for a period of six (6) years from such date 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 completed initial minimal 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 the Subscriber's requirements and be in compliance with any industry standard.

(B) ITS 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 forty (40) % 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). All payments relative to ITS are subject to the terms outlined in Attachment A – Calling Rates, Fees and Compensation.

(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)

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). 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). 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 the Subscriber, 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 which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.



(I). VVS 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 twenty (20) % 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. All payments relative to VVS are subject to the terms outlined in **Attachment A – Calling Rates, Fees and Compensation**.

(J). VVS Rules and Regulations (General)

1. The 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. 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 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. The Provider shall be responsible for making all VVS 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 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 the Subscriber.

(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 the Subscriber;
2. Provide an VVS 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 video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's visitation monitoring/security needs, including visitation 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 visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS 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 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. 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 (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS 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 VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). VVS System Functionality (General)

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, and 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 at Todd County for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VSS 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.

(O). ITS and VVS 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 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

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 (Email and/or SMS Text), Inmate Mail Scanning Applications, and Inmate Voicemail.

SUBSCRIBER

[Signature]
Signature
Gary Kneisl
Print Name
Todd Co Chairman
Title
5 21 19
Date

PROVIDER

[Signature]
Signature
William L. Pope
Print Name
President
Title
5-22-19
Date



**ATTACHMENT A
RATES, FEES AND COMMISSIONS**

ITS Calling Rates			
Call Type	Collect Per Minute Rate	Pre-Paid Collect Per Minute Rate	Debit/Debit Cards 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	\$0.25	\$0.25	\$0.25
International	\$0.35	\$0.35	\$0.35
Commission Amount:		40% of Gross Call Revenues	
Financial Incentive:		\$40,000.00 (One-Time Payment)	
Pre-Paid Commission:		\$60,000.00 (One-Time Payment)	
Minimum Monthly Guarantee (MMG):		\$30.00 per Inmate	

NCIC pays commission on TRUE Gross Call Revenue, including Interstate call traffic. On a monthly basis, the greater of the two proposed amounts (40% or the Minimum Monthly Guarantee of \$30.00/Inmate) will be the applicable commission amount payable to Todd County. The Minimum Monthly Guarantee (MMG) is based on the Average Daily Population (ADP), which is calculated based on average number of active inmate PINs for each traffic month. The proposed Financial Incentive and Pre-Paid Commission (total of \$100,000.00) shall be paid within ten (10) days of ITS installation. Should the Agreement be terminated for any reason prior to the completion of the Initial Term as referenced in Section I – Term, then the Subscriber shall refund Provider the Financial Incentive (\$40,000.00) at a pro-rated amount based on the seventy-two (72) months of the Initial Term.

It is expressly understood that Provider will not be responsible for remitting any ITS or VVS payment or other compensation to Subscriber until such time as the Pre-Paid Commission (\$60,000.00 as outlined above) is recouped, in full, by Provider. Monthly commission payments (for both the ITS and VVS) will commence on the first month following whichever traffic month sees the total amount of the Pre-Paid Commission recouped, in full, by Provider.

ITS Allowed Fees	
Approved Charge/Fee Name	Amount
Pre-Paid Funding Fee (Automated):	\$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.):	No Markup
All Other Fees:	Not Allowed

Video Visitation/Inmate Messaging		
Charge/Fee Name	Charge/Fee Description	Amount
Per Minute Rate	Rate per minute for remote (off-site) video visitation sessions:	\$0.38
Messages	Per-Message Rate:	\$0.09
Commission Amount:	20% of Gross Revenue	



**ATTACHMENT B
CUSTOMER PRODUCT LIST**

NCIC Customer Product	Included at no cost? (Yes/No)
"Inmate Call Engine" (Inmate Phone System)	Yes
Inmate Phone and Visitation Recording	Yes
Commissary by Phone	Yes
Inmate PIN System	Yes
Integration with JMS and Commissary	Yes
"Secure Collect" (Online/Live operator account set up.)	Yes
Video Visitation System (On-Site and Remote)	Yes
Anytime Voicemail and Broadcasting	Yes
Inmate Trouble Ticket	Yes
Complete System Installation, Training, Upgrades and Maintenance	Yes
Voice Biometrics	Yes
Advanced Investigation Suite (Google maps address location, alerts, call briefcase, etc.)	Yes
Live U.S.-Based Multilingual Call Center	Yes
Inmate Tablets (Quantity TBD)	Yes
Inmate In-Cell Kiosk	Yes

SUBSCRIBER

Gary Kneisl
Signature

Gary Kneisl
Print Name

Todd Co Chairman
Title

5 21 19
Date

PROVIDER

William L. Pope
Signature

William L. Pope
Print Name

President
Title

5-22-19
Date