

Inmate Operator Service Subscriber Agreement

CONTRACT BETWEEN: CITY OF JOPLIN POLICE DEPARTMENT AND NCIC INMATE TELEPHONE SERVICES, INC.

This NCIC (also known as Principal) Inmate Telephone Services Subscriber Agreement (the "Agreement") is made this 17th day of April, 2012 by and between NCIC Inmate Telephone Services, (NCIC), a Texas corporation, having its principal place of business at 606 E Magrill St., Longview, Texas 75606, and the SUBSCRIBER (also known as Pulaski County (Tri-County Detention Center) having its principal place of business at:

Address: PO Box 1355, 303 East Third St

City, State & Zip code: Joplin, MO 64802-1355

Contact: Shane Dotson, Jail Administrator

Phone Number: 417-623-3131 ext 463

Fax Number: 417-627-8857 Email address:

Federal Tax ID#: 12490440

WITNESSETH

Whereas, the Facility 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 Facility to provide inmate telephone services; In consideration of the mutual benefits to be derived hereby, the Facility and the Provider do hereby agree as follows:

I. CONTRACT TERM AND RENEWAL

(A). Contract Term

This Contract shall begin on the date on which it is signed by both parties, and shall end three (3) years from the date of execution. In the event this Contract is signed by the parties on different dates, the latter date shall control.

(B). Contract Renewal

The Facility has the option to renew this Contract for additional two (2) year periods in one (1) year increments after the Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. Each optional year will require City's approval for renewal. The Facility, if it chooses not to

exercise its renewal options, will provide written notice to the Provider no later than ninety (90) days prior to the Contract expiration date.

II. SCOPE OF SERVICE

(A). Services to be provided

The Provider shall provide a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS system 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 Facility's requirements set forth in Request for Proposal and/or Proposal.

(B). Rules and Regulations

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 Contract.

2. The Provider shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the Contract.

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 Facility.

4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by the Facility's Local Contract Coordinator – Operations and at no cost to the Facility.

(C). Provider's Responsibilities

The Provider shall provide the following:

1. A comprehensive inmate telephone service that will allow for collect and prepaid calls for local, interlata, intralata, intrastate, interstate and international calls and local telephone exchange service;

2. A technology system, which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring, and other required system functionality;

3. Installation of new telephone instruments (equipment) at all included facilities including the required number of instruments 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. Creation of 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 ITS System Administrator, Field Repair/Site Technicians and Service Representatives to perform oversight, operational assistance and maintenance and 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; and

9. Provision of all related support services not otherwise indicated herein.

(D). **Installation Requirements**

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 to the Facility. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required by the Facility. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the Facility's security guidelines on institutional and facility security policies. Violations of these rules could result in termination of the Contract. Prior to beginning work at an institution, the Provider shall contact the institution to obtain a copy of any specific additional institutional or facility rules. The Provider shall provide all coordination required with Local Exchange Carriers ("LEC") and other carriers during installation and for the duration of the Contract. The Provider shall provide and install required surge protection for the ITS and its components. The use of traditional "power strips" for surge protection is not acceptable. The Provider shall provide and install required lightning protection equipment on all network services supplied for the ITS.

(E). **Inmate Telephone System Functionality (General)**

The Provider shall provide an Inmate Telephone Service (ITS) with a technology system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls meeting the Facility's system security requirements. The inmate telephone 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 Contract. The system shall allow for the Facility to program times when the system will be operational, i.e., available or unavailable for inmate calls. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish. During the call set-up process, the system shall provide a pre-recorded announcement identifying that the collect call is coming from a jail, stating rate information and containing a toll free number for the consumer's use. This announcement shall be heard by the answering party. The announcement shall also include the statement: "All telephone calls will be recorded except attorney calls." The system shall have the capability to be deactivated (shut down), by Facility or Provider staff, quickly and selectively, at an individual facility, partial facility (single cell) or on a global basis and to restrict all access. The system shall be capable of deactivating the PIN feature by individual inmate telephone, groups of telephones and/or entire institutions, at the Facility's option. Regardless of this deactivation, the system shall restrict inmate calls to prepaid collect and normal collect calls. At no time shall the inmate telephones be unrestricted due to the deactivation of the PIN feature. The system shall provide the

capability to flag any individual telephone number in the inmate's "Approved Number List" as "Do Not Record".

(F). **Telephone Service Equipment Requirements**

Throughout the term of the Contract, the Provider shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the Facility.

(G). **Equipment Service & Maintenance Requirements**

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 Facility shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Should the equipment not operate as designed and proposed or negotiated, or violate any local, state or federal code, rule or ordinance, the Provider shall correct the defect or irregularity or bring the service to within code, rule or ordinance at no cost to the Facility including payment for any fines or penalties associated therewith. 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 for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be immediately provided to the Facility by the Provider.

III. COMPENSATION

(A). **Rates:**

Inmate Collect, Prepaid Collect and Debit Calling Rates	Flat Rate
Local	$4.50
IntraLATA	$4.50
InterLATA	$4.50
Interstate	$4.50
International	$6.50

Charges for calls shall include only the time from the point at which the called party accepts the call and shall end when either party returns to an on-hook condition or until either party attempts a hook flash. There shall be no charges to the called party for any setup time for either collect or prepaid calls.

(B.) **Commissions:**

The Provider shall pay to the Facility each month a **seventy one (71%)** commission of gross revenues received from this Contract and a **five thousand ($5,000)** cash bonus. The Provider shall be responsible for collections and fraud, and shall not make any deductions from gross revenue for uncollectible accounts, billing fees or other administrative costs prior to applying the commission percentage. Notwithstanding the above, gross revenues shall not include taxes charged by an appropriate governmental entity. The monthly commission amount is therefore obtained by multiplying the commission percentage times each month's total charges.

VI. TERMINATION

(A). **Termination**

If a breach of this Contract occurs by the Provider, the Facility may, by written notice to the Provider, terminate this Contract upon thirty (30) day notice. 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 Contract.

(D). Assignment

The Provider shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Facility's Contract Manager.

(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). Conflict of Interest

The Provider shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Facility for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Provider. No officer, agent, or employee of the Facility shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Facility.

(H). Governing Law and Venue

This Contract is executed and entered into in the State of Texas, and shall be construed, perform and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas. Any action hereon or in connection herewith shall be brought in Johnson County, Nebraska

(I). No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, 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.

(J). Exclusivity

During the term of this contract, SUBCRIBER agrees to grant Provider exclusive rights to install and maintain an Inmate Telecommunications System for facilities owned, operated or governed by SUBSCRIBER.

NCIC:	**City of Joplin, MO Police Department:**
Signature	Signature
	R Mark Rohr
Print Name	Print Name
	City Manager
Title	Title
Date	Date

APPROVED AS TO FORM:

City Attorney