

**RENEWAL OPTION  
FOR THE AGREEMENT FOR  
INMATE TELEPHONE SERVICES, RESIDENT BANKING SOFTWARE,  
COMMISSARY SERVICES & FIDUCIARY MANAGEMENT SERVICES**

THE STATE OF TEXAS  
COUNTY OF CALHOUN

WHEREAS, Calhoun County, Texas acting through their Adult Detention Center hereinafter called the "JAIL" and Inmate Calling Solutions, LLC hereinafter called "Company" did enter into an AGREEMENT dated December 19, 2018 for the AGREEMENT beginning February 15, 2019 and ending February 14, 2021.

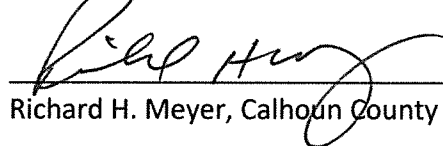
In the AGREEMENT, the JAIL did grant unto COMPANY the option to renew yearly (one year terms) upon Commissioners Court approval prior to the end date of the preceding contract and both the JAIL and COMPANY agree to said renewal. THEREFORE, the AGREEMENT term shall be extended for an additional year, the additional year running from February 15, 2021 and continuing through February 14, 2022.

JAIL and COMPANY agree that during the additional year, the AGREEMENT will continue as written.

EXECUTED this the 10<sup>th</sup> day of February, 2021.

**JAIL:**

CALHOUN COUNTY, TEXAS  
CALHOUN COUNTY ADULT DETENTION CENTER  
211 S Ann St, Ste 301  
Port Lavaca TX 77979

  
\_\_\_\_\_  
Richard H. Meyer, Calhoun County Judge

2-10-2021  
\_\_\_\_\_  
Date Signed


**ATTEST:**

ANNA GOODMAN, CALHOUN COUNTY CLERK

  
\_\_\_\_\_  
By: Deputy Clerk

**COMPANY:**

Inmate Calling Solutions, LLC  
2200 Danbury St  
San Antonio TX 78217

  
\_\_\_\_\_  
Signature of Authorized Representative

2/2/2021  
\_\_\_\_\_  
Date Signed

Mike Kennedy, Vice President Sales & Marketing  
Printed Name & Title

**AGREEMENT  
FOR  
INMATE TELEPHONE SERVICES, RESIDENT  
BANKING SOFTWARE, COMMISSARY  
SERVICES & FIDUCIARY MANAGEMENT  
SERVICES**

THIS AGREEMENT, entered into and begun as of the 15<sup>th</sup> day of February, 2019, by and between Inmate Calling Solutions, LLC, with principle offices at NAME OF VENDOR, 2200 Danbury Street, San Antonio, Texas 78217 (hereinafter referred to as "Company" and Calhoun County Adult Detention Center, a correctional institution in the State of Texas, located at 302 West Live Oak St., Port Lavaca, Texas 77979 (hereinafter called "Jail").

WHEREAS, the Company is engaged in the business of providing telephone services for correctional facilities, and supplying food and other related products and services to inmate commissary departments of correctional facilities throughout the United States, including the Jail.

WHEREAS, the Jail operates a jail known as the Calhoun County Adult Detention Center and wishes to enter into a Commissary Network Agreement to facilitate the ordering of commissary supplies by inmates and the payment of thereof; and to contract for inmate telephone services at the Jail.

NOW thereof, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

**1. RESIDENT BANKING/COMMISSARY SERVICES HARDWARE AND SOFTWARE**

During the term of this Agreement the Company shall supply the Jail with such computer equipment and software to enable the Jail to access the system to account for inmate welfare funds maintained by the Jail and effect purchases by inmates from commissary supplied by the Company.

During the term of this Agreement, such hardware will be installed and maintained by the Company and shall remain the sole property of the Jail.

At termination of this Agreement, all such computer hardware and software shall be returned

by the Jail to the Company in the same condition, reasonable wear and tear accepted, as existed at the time such equipment was installed.

## **2. OPERATION OF COMMISSARY NETWORK**

The Jail agrees to employ the necessary staff person(s) necessary to operate the commissary, software, and distribute all commissary orders.

The Company will agree to a regular weekly schedule of when the commissary order will be placed and delivered with the Jail Administrator.

## **3. RESIDENT BANKING/COMMISSARY SERVICES PAYMENT**

The Company will invoice the Jail for all commissary items purchased pursuant to the commissary network.

The Jail will pay such invoices from inmate welfare funds and the Jail will be responsible for seeking reimbursement for inmate welfare funds.

## **4. RESIDENT BANKING/COMMISSARY SERVICES SERVICE FEE**

The Jail will be paid a service fee for the services to be provided by it hereunder equal to 36 % of adjusted gross sales. Adjusted gross sales are gross sales less the sales of non-commissioned items as determined by the Company and listed on Exhibit A to this Agreement.

In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from the Jail, the service fee paid to the facility shall be reduced accordingly by the Company.

Inmates will be charged a cost that includes applicable tax in product prices and taxes will be paid by the Company to the State when applicable.

The Company will pay any applicable taxes or fees accrued from Commissary items to the appropriate entity, including the State of Texas.

Commissary commissions will be paid to the Calhoun County Proceeds Account.

## **5. TELEPHONE SERVICES SCOPE OF AGREEMENT**

The Jail hereby agrees to contract the Company for the services described herein, and the Company agrees to provide such services at the time and in the manner and subject to the

following terms and conditions:

*Inmate Telephone Services is provided by the selling of prepaid calling cards to inmates or by using funds from the inmate's commissary account to purchase phone time.*

Company will pay the Jail (payable to Calhoun County) a cash sign on bonus in the amount of \$ 0.00 upon the execution of this agreement.

Upon the beginning of this agreement Company will provide the Jail a total of \$ 0.00 worth (face value) of phone calling cards for free or in place of phone calling cards a check in the amount of \$ 0.00 payable to Calhoun County.

Thereafter each card will be sold to the Jail at a N/A % discount off the face value of each card.

Jail shall retain the right to resell each card for their full value to the inmates.

For each call made by an inmate the charge will be (see schedule) per minute to the phone calling card (see schedule). The per minute cost or call cost will include any applicable taxes.

From the phone calling card or phone time used charges AND the Gross Billed Revenue on ALL CALLS (see schedule), 65 % will go to the Jail and 35 % to the Company and the payment to the Jail will never be less than \$ 3,625.00 per month.

Inmate phone cost per minute includes any applicable taxes and fees accrued.

The Company will pay any applicable taxes or fees accrued from inmate calls to the appropriate entity, including the State of Texas.

Commissions will be paid to Calhoun County, Texas. Payment will be made by check, payable to Calhoun County, Attn: Michelle Velasquez, Jail Administrator, 302 West Live Oak St., Port Lavaca, TX 77979.

Company will provide Jail with a phone at booking that allows two free 5 minute, local and/or long distance, completed calls per inmate booked into the Jail with the ability to call cell phones.

## **6. COMMISSARY AND TELEPHONE SERVICES**

Both Companies allow inmates to retrieve their balance from the inmate housing phone and place their Commissary order to be finalized by the phone system provided or a Jail staff officer at no fee.

The phone systems will retrieve inmate information from the jail management system.

Phone recordings and usage of access to the internet or web-based phone system will be provided at no additional fee.

Jail will not be charged for Company providing signage, training, repairs, updates, billing or collection.

#### **Collect Call Fees**

<b>Call Type</b>	<b>Connect Fee Surcharge</b>	<b>1st Minute</b>	<b>Each Additional Minute</b>
Local	\$0.00	\$0.21	\$0.21
Intralata	\$0.00	\$0.21	\$0.21
Interlata	\$0.00	\$0.21	\$0.21
Interstate	\$0.00	\$0.21	\$0.21

#### **Prepaid Phone Card Fees**

<b>Call Type</b>	<b>Connect Fee Surcharge</b>	<b>1st Minute</b>	<b>Each Additional Minute</b>
Local	\$0.00	\$0.21	\$0.21
Intralata	\$0.00	\$0.21	\$0.21
Interlata	\$0.00	\$0.21	\$0.21
Interstate	\$0.00	\$0.21	\$0.21
International	\$0.00	\$0.95	\$0.95

### **7. TELEPHONE SERVICES SYSTEM REQUIREMENTS**

The system to be supplied by the Company must provide for recorded and literature step by step instructions to the inmate for the procedure to complete free, pre-paid and collect telephone calls.

The system must have an internal debit system and not an outside calling card system.

The Jail must have the ability to monitor, record, and make reports of all telephone calls made or received on the system at no additional charge.

The system must provide the Jail with the ability to digitally record all telephone calls and system shall have in custody PIN capabilities which will be blocked once inmate is released.

PINS become active at booking and inactive at release.

Visitation phones shall have the ability to have live and recorded monitoring and to digitally record by the Jail.

The system will provide called party automated blocking of collect inmate calls.

The system shall have the ability to block three (3) way calling.

The system must provide live monitoring and digital recording of all calls placed and received by all telephones placed in the jail.

Company will provide equipment for the system without cost to the Jail and inmate telephone services consisting of coinless telephone for use by inmate for making all calls including free, collect and pre-paid calls.

The Jail shall receive from the Company an Inmate Telephone System that satisfies the above requirements.

The system shall include call-processing software capable of providing automated collect calling.

Ownership of all equipment shall remain with the Company.

All current cabling shall remain the property of the Jail.

The Company will block or unblock calls as required by the Jail and the system will provide the Jail with the ability to block calls and access all calls with called party information.

Installation will be at the expense of the Company.

The Company will provide management, operation and installation of the Inmate Telephone System, including but not limited to all labor, materials, equipment, permits, licenses and telephone lines, that are required to supply, install, repair, maintain or operate the system at no additional cost to the Jail.

The system will include 1 telephone at booking to provide 2 free local calls (providing at least a 5 minute complete call) per inmate booked at the Jail with the ability to call locally, long distance and cell phones, 8 visitation telephones, 2 portable telephones in the Jail hallway, and 12 telephones in the Jail housing locations.

The Company will provide management, operation and maintenance of all system equipment and software services and will dispatch technicians to provide on-site service within eight (8) hours of notification of a service disruption by the Jail at no charge to the Jail.

The Company will conduct remote polling. The Company will poll the inmate telephone system daily for the purpose of collecting all billable call records and for remote diagnostic maintenance. When polling reports indicate possible trouble the Company will make the necessary efforts to repair the problem as quickly as possible.

Billing and collection will be done by the Company. The Company will establish, maintain and provide detailed billing and collection services for the Jail for call records originated from the Jail facility.

Company at its own expense shall maintain sufficient records to permit determination of funds due to the Jail. Such records shall be made available to the Jail at no charge upon request. Reports shall include total calls, total minutes of use and type of call. The date, time and duration of all billable calls must be submitted to the Jail on a monthly basis. (Website, email or disk format is acceptable)

Bad debt control will be provided by the Company. The Company will work closely with the Jail to develop controls and procedures to help control the bad debt amounts generated from the Jail facility.

#### **8. TELEPHONE SERVICES PAYMENT**

The Company will forward monthly payments to the Jail on or about the 25<sup>th</sup> day of each month or approximately 25 days after the end of each month in question. All statements and backup reports shall be attached to this payment.

In addition to the Federal Communications Commission, the Texas Public Utility Commission, Texas Jail Commission or any other governmental agency with authority or jurisdiction over inmate telecommunications enters rules, orders, or judgments that would substantially impair or reduce gross revenue generation or allow the Company to process inmate calls as envisioned by this agreement, the Company has the immediate option to renegotiate the commission.

If the Jail and the Company cannot agree on an adjusted percentage commission then either party may terminate this agreement upon thirty (30) days written notice.

#### **9. TELEPHONE SERVICES FURTHER ASSURANCES**

During the term of this agreement, including any renewal periods, the Jail agrees to:

1. Reasonably protect the equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
2. Provide, at it's own expense, necessary power and power source, and suitable space for

the equipment accessible to the user and the Company.

3. Permit reasonable access to the Jail Facility in accordance with the Jail's policies, without charge or prejudice to Company employees or representatives.
4. Inmate will only have access to telephone services from 6:00 a.m. to 10:00 p.m. each day with the exception of the booking phone which will be available 24 hours.
5. Inmate telephone call duration will be limited to 15 minutes in housing locations.
6. Visitation telephone call duration will be limited to 20 minutes.
7. Booking telephone call duration will be at least a 5 minute free phone call to local, long distance and cell phones.
8. Monthly statements (recap) and backup reports, also accessible online, shall be forwarded with each commission payment to: Calhoun County Adult Detention Center, Attention: Michelle Velasquez, Jail Administrator, 302 West Live Oak St., Port Lavaca, Texas 77979.

#### **10. FORCE MAJEURE**

The Company shall not be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, governments regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic eruptions or other environmental disturbances, unusual severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

#### **11. LIMITATION OF LIABILITY**

The Company will use due care in processing all work and agrees that it will at its own expense, correct any errors which are due solely to the delivery of commissary, malfunction of the Company's computers, operating systems or programs or errors or acts of negligence by the Company employees.

The Jail agrees that the Company has made no additional warranties or representations relied upon by the Jail to accept and execute this agreement.

The Jail agrees the Company will not be liable for any lost revenue or service disruptions



of other service providers involved in the public communications network.

## **12. TERM & TERMINATION**

The term of this agreement shall begin on February 15, 2019 and continue in full force and effect for a period of two (2) years from such date unless terminated in accordance with the terms of this agreement.

At the end of the initial agreement, the agreement has the option to renew yearly (one year terms) upon Commissioners' Court approval. Each one year renewal must be approved by Commissioners' Court prior to the end date of the agreement.

This agreement may be terminated by either party at any time for any reason upon giving 60 days written notice to the other party of such termination. Written notice must be delivered in person or sent by registered or certified mail, return receipt requested. Either party has immediate termination rights for cause.

## **13. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Texas.

For any disputes, Calhoun County, Texas will be the County of venue for any suit involving any dispute that may arise under this agreement.

Company agrees to charge inmates appropriate sales tax and or fees and remit all such sales tax and or fees for this Commissary and Telephone operation on behalf of the Jail.

## **14. AUDIT**

The Jail will be permitted by the Company to audit, read, review and copy all records pertaining to this agreement at no additional charge.

## **15. NOTICES**

Notices are to be made in writing and directed to the following:

Jail:

Calhoun County  
Attn: Calhoun County Judge  
211 S. Ann, Room 301  
Port Lavaca, Texas 77979  
Tel: 361-553-4600  
Fax: 361-553-4444

Company:

Inmate Calling Solutions, LLC  
\_\_\_\_\_  
2200 Danbury Street  
\_\_\_\_\_  
San Antonio, TX 78217  
\_\_\_\_\_

**16. DISCLOSURE OF FEES AND OR CHARGES:**

No other fees or charges may be billed to the Jail unless noted as an exception to this agreement. If exceptions are made to this agreement, they must be listed at the end as an exhibit. Exceptions may void the agreement.

**17. ENTIRE AGREEMENT WAIVER**

This agreement constitutes the entire agreement between the parties with respect to the provisions of delivery services, and there are no other further written or oral understandings or agreements with respect thereto.

No variation or modification of the agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized offices of the Company and the Jail.

This Agreement supersedes all other agreements between the parties for the provision of Inmate Telephone Services and / or Resident Banking Software, Commissary Service and Fiduciary Management Services.

IN WITNESS HEREOF, the parties have executed this Inmate Telephone Services and Resident Banking Software, Commissary Service and Fiduciary Management Services as of the year and date written.

This Agreement begins February 15, 2019 and ends on February 14, 2021 with the option to renew yearly (one year terms) upon Commissioners' Court approval. Each one year renewal must be approved by Commissioners' Court prior to the end date of the agreement.

**JAIL**

**COMPANY**

Calhoun County Adult Detention Center  
Jail

Inmate Calling Solutions, LLC  
Name of Company (Print)

  
Name & Title (Signature)

  
Name & Title (Signature)

Michael J. Pfeifer  
Printed Name & Title

Michael Kennedy, VP Sales & Marketing  
Printed Name & Title

12/19/18  
Date Signed

12/5/18  
Date Signed

## **EXHIBIT**

Use this page(s) to attach exhibits

Example: Exhibit on how commissions are determined and list of non-commissioned items

# EXHIBIT A

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## HOW COMMISSIONS ARE CALCULATED

The commission will be based on the weekly,  
adjusted gross commissary sales.  
Adjusted gross sales are gross sales less postage sales  
or other noncommissioned sales.

