



Dale County Commission

Commission Meeting Minutes – July 12, 2022

The Dale County Commission convened in a regular session Tuesday, July 12, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Wilson opened with the Pledge of Allegiance. Commissioner Carroll followed with prayer.

APPROVED – AGENDA

Commissioner Wilson made a motion to approve the agenda with the following additions:

- Ad purchase
- Inmate Communication Agreement
- County Engineer's Contract
- Appointing Authority
- Acting Emergency Engineer

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Gary made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 93602 – 93722.
- Payroll Check Numbers: 154822 - 154825.
- Direct Deposit Check Numbers: 421505 - 421648.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – JUNE 28, 2022 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on June 28, 2022.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED - PERSONNEL

Commissioner Carroll made a motion to approve the following:

- Sheriff – New Hire – Wesley Willy – Part-time Pilot
- Sheriff – New Hire – Michael Chadwick – Part-time Deputy

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – AWARD BID – JAIL

Commissioner Gary made a motion to approve the bid for architectural and engineering services of the Jail renovation to PH&J Architects, Inc.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – ARPA FUNDS EXPENDITURE – JAIL

Commissioner Grantham made a motion to approve the expenditure of ARPA funds for the upgrade of ventilation and sewer systems in the Jail. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – GIS AGREEMENT – BOARD OF REGISTRARS

Commissioner Wilson made a motion to approve the agreement with Keet Consulting Services, Inc. (KCS) for GIS services for the Board of Registrars. See Exhibit 2.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – CO RD 344 – ROAD & BRIDGE

Commissioner Wilson made a motion to approve the permission to let project DCP 23-04-22 to Wiregrass Construction. See Exhibit 3.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – SURPLUS EQUIPMENT - ROAD & BRIDGE

Commissioner Carroll made a motion to approve the request to surplus equipment. See Exhibit 4.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – BID AWARD CO RD 20 - ROAD & BRIDGE

Commissioner Wilson made a motion to approve the awarding of the bid for road work on Co. Rd. 20, project number ST-023-888-009. See Exhibit 5.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – AD PURCHASE

Commissioner Carroll made a motion to approve the ad purchase, \$450.00, for South Alabama Pro Rodeo Classic.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – INMATE COMMUNICATION SYSTEM

Commissioner Gary made a motion to approve the inmate communication system agreement with ICSolutions. See Exhibit 6.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – COUNTY ENGINEER’S CONTRACT

Commissioner Carroll made a motion to approve:

- To exercise Article 5, termination clause, of the County Engineer’s contract.
- Authorize our County attorney to prepare all paperwork.
- Engineer to be placed on administrative leave with pay until the date of the Due Process Hearing before the Commission.
- Due Process Hearing is set for Tuesday, July 19, 2022 at 1pm.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – APPOINTING AUTHORITY

Commissioner Wilson made a motion to approve the Commission Chairman to be the Appointing Authority for all employees in the departments of Engineering, Road & Bridge, Maintenance, and Solid Waste.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – ACTING EMERGENCY ENGINEER

Commissioner Carroll made a motion to approve the appointment of Andrew Faulk as emergency acting Engineer for Dale County according to Local Law 97-5-50, Section 12.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, July 26, 2022 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Gary made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman

RESOLUTION FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR VENTILATION PROJECT

WHEREAS, Dale County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option to designate a standard allowance of up to \$10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("Revenue Replacement funds"); and

WHEREAS, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

WHEREAS, the County has duly made this election; and

WHEREAS, the County may expend designated Revenue Replacement funds for government services; and

WHEREAS, the County has determined that there is a need to provide appropriate county jail facilities; and

WHEREAS, the county has determined that renovations to the existing jail, including, specifically, upgrades to its ventilation and sewage systems, is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services; and

WHEREAS, the County issued a request for qualifications on May 24, 2022, for architectural and engineering services; and

WHEREAS, PH&J Architects, Inc., and LaBella Associates submitted proposals in response to the request for qualifications and were found to be the two most qualified;

WHEREAS, based upon the objective criteria in the request for qualifications, PH&J Architects, Inc., was determined to be the most qualified firm to complete the work; and

WHEREAS, the Commission desires to enter into an agreement with PH&J Architects, Inc., to perform architectural and engineering services for the project at the Dale County Jail.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

- 1) The County may use ARPA funds to cover the cost of the renovation to the Dale County Jail; and
- 2) The Commission hereby appoints Chairman Steve McKinnon as the Project Manager for this project.

3) The Commission hereby directs the Project Manager to enter into negotiations with PH&J Architects, Inc., including the negotiation of a reasonable fee structure. If the Project Manager is not able to reach an agreement with PH&J Architects, Inc., the Project Manager may terminate negotiations and proceed with negotiations with LaBella Associates.

4) The Commission reserves the right to approve the final contract with either firm prior to the obligation or expenditure of any funds.

IN WITNESS WHEREOF, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the **12th day of July, 2022**.



Steve McKinnon
Chairman, Dale County Commission



Dale County Board of Registrars VAM Proposal



GIS Services and Support

Description:

In response to request of the Dale County, KCS is happy to provide this cost proposal addressing the following:

- District Creation (Mapping)
- Precinct Part Creation
- Processing Multi-Source Addressing
- Upload into ES&S (Registrar Office)
- GIS Maintenance & Support Services



District Creation (Mapping) - KCS will manipulate district polygon boundaries to coincident boundary lines. These layers must be provided to KCS in digital or paper format. Interaction with county staff may be required during this process. Upon completion of this critical initial step, all coincident boundary map lines must be approved by Dale County prior to initiating the GeoCoding Voter Registration process.

GeoCoding Voter Registration Geocoding voters' addresses is the best way to maintain an accurate and up-to-date voter registration system. With the help of GIS, the geocoding process assigns latitude and longitude coordinates to each address, thereby standardizing how voters' addresses are represented in a registered voter file. Addresses are then matched against streets on a digital map. KCS utilizes best practice techniques in the multi-source address process to ensure accuracy. After mapping voters' locations, precinct and district boundaries can be overlaid or redrawn while keeping an accurate account of voter assignments. Voter precinct parts auto generate from the district boundaries. KCS will assign each individual precinct part number. Addressing layer data will be provided by Dale County GIS. KCS will not manipulate the data. Results will be as accurate as the data provided. KCS will provide a general file to import and override existing precinct parts. Interaction with the county's current voter registration software vendor will be required.

The county's current vendor (ES&S) requires the following file format to be adhered to in order to import into their system:

Tab-delimited txt file with the following data fields:

- City (25)
- Street pre-directional (2)
- Street name (30)
- Street Type Code (4)
- Street post-directional (2)
- Precinct Code (7)
- Group Code (3)
- Zip Code (5)
- Map ID number (10)
- Edit Code (1)
- District List (...)

Once imported, logistics between the Board of Registrars' Office and the entities responsible for maintaining addresses for ongoing maintenance must be set forth.



GIS Maintenance & Support Services – GIS Maintenance and Support Services covers all aspects of support, management, upgrades and periodic updates related to the GIS component of the ES&S Voter Registration software for the Board of Registrars’ Office. This does not include any application design or development.

GIS Services & Support - COST

Description	Price per Unit	Units	Totals
District Creation/ GeoCoding *(One-time fee)	\$10,000.00*	1	\$10,000.00
GIS Maintenance & Support Services (Monthly)	\$800.00	12	\$9,600.00
Total			\$19,600.00

Conclusion -- It is KCS’s goal to make this process as smooth and straightforward as possible. Within one month, KCS expects to have the process completed for updating the street file in ES&S.

If you have any questions, please do not hesitate to call or email. Thank you for the opportunity to provide you this proposal.

Phil Nix
 Keep Consulting Services, LLC
 2501 Meadowview Lane, Suite 202
 Pelham, AL 35124
pnix@kcsgis.com
www.kcsgis.com
 Office: 205-620-9843
 Mobile: 251-802-7047

AGREEMENT FOR GIS SERVICES AND SUPPORT

THIS AGREEMENT (“Agreement”) is made this 12th day of July, 2022, by and between **KEET CONSULTING SERVICES, LLC**, an Alabama limited liability company (“KCS”), and the **DALE COUNTY COMMISSION** (“the Client”).

RECITALS

WHEREAS, the Client, in its desire to make provision for GIS Services and Support, for the benefit of the citizens of Dale County AL; and

WHEREAS, the Client has agreed to allow KCS to perform certain services in connection therewith.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Proposal. This Agreement includes the terms and conditions of the “Proposal” attached hereto, all of which, including but not limited to the description of GIS Services and Support for the Board of Registrars with cost overview, are incorporated herein by reference.

2. Term and Termination.

(a) The contract period shall begin on the date this **Agreement is formally approved by the Client and shall continue for a period of 3 years**, unless otherwise terminated or extended in accordance with the terms of this Agreement.

(b) This Agreement may be terminated: (i) by either party upon one (1) year written notice; (ii) by the Client in the event KCS makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, if a petition in bankruptcy is filed against KCS, or if a receiver or trustee is appointed for all or any part of the property or assets of KCS; or (iii) by a written agreement executed by the parties.

(c) Upon any termination or expiration of this Agreement, KCS shall immediately deliver to the Client all copies of confidential information in the possession, custody or control of KCS.

(d) In the event this Agreement is terminated, the Client shall pay KCS for all services and work undertaken in performance of its obligations hereunder up to the date of termination. In addition, where applicable, there were discounts applied for multi-year terms of services and support fees are also subject to payment. Such payment is due and payable upon the submission to the Client of: (i) a properly payable invoice; (ii) a detailed record that documents the extent to which performance of services was completed through such date of termination; and (iii) written certification of compliance with Section 2(c).

3. Performance of Services. During the term of this Agreement and any extension or renewal thereof, KCS agrees to perform the services set forth herein and in the Proposal in accordance with the provisions thereof.

4. Payment Terms.

(a) The Client shall pay KCS for the services hereunder the amounts set forth on the Proposal attached hereto

(b) The amounts stated in the Proposal attached hereto include all taxes, duties and levies of any governmental entity, exclusive of taxes on KCS's net income, and KCS shall be solely responsible for any such taxes, duties or levies.

(c) The Client agrees that amounts of all properly payable invoices shall be due and payable within thirty (30) days after receipt. In the event the Client disputes the amount charged, services completed, or whether such invoice is properly payable, the amount of such invoice will not be due and payable until the parties resolve the dispute.

5. Warranties.

(a) **KCS Warranty.** KCS warrants to the Client that: (i) KCS has the right and authority to enter into and perform its obligations under this Agreement; (ii) KCS shall perform the services in a workmanlike manner; (iii) the services, throughout the term of this Agreement shall conform substantially to the provisions of this Agreement and as set forth in the Proposal attached hereto; and (iv) the services and materials provided shall not contain any content, data, work, materials, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

(b) The Client represents and warrants to KCS that: (i) the Client has the power and authority to enter into and perform its obligations under this Agreement; and (ii) the content of the Client's application does not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that actually or potentially violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person.

6. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. General.

(a) The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

(b) Neither party may assign any of its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be deemed void and/or a material breach of this Agreement.

(c) No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

(d) If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

(e) All notices shall be in writing and shall be deemed to be delivered when received by certified mail, postage prepaid, return receipt requested, or when sent by facsimile or e-mail confirmed by call back. All notices shall be directed to the parties at their respective addresses or to such other address as either party may, from time to time, designate by notice to the other party.

(f) No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

(g) This Agreement shall be governed in all respects by the laws of the State of Alabama without regard to its conflict of laws provisions.

(h) The respective rights and obligations of the parties under Sections 2(c), 2(d) and 7 shall survive any termination or expiration hereof.

(i) This Agreement, together with the Proposal which is incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set forth above.

KEET CONSULTING SERVICES, LLC



By L. Ethan Southern, Owner

DALE COUNTY, AL



By Dale County Chairman, Steve McKinnon

Dale County Road and Bridge

202 S. Hwy 123, Suite A
Ozark, Alabama 36360

Telephone (334) 774-5875
Fax (334) 774-6899

Derek S. Brewer, P.E.
County Engineer
Drew Meacham, P.E.
Assistant Engineer

MEMORANDUM

Date: July 12, 2022

To: Dale County Commission

From: Derek S. Brewer
County Engineer

Subject: County Road 344 Improvements DCP 23-04-22

Dale County Road and Bridge is requesting permission to contract with Wiregrass Construction Company, Inc. for the leveling of County Road 344 (East side of County Road 20), approximately 1.7 miles for under \$50,000 per the Public Works Agreement Law.

Dale County Road and Bridge

202 S. Hwy 123, Suite A
Ozark, Alabama 36360

Telephone (334) 774-5875
Fax (334) 774-6899

Derek S. Brewer, P.E.
County Engineer
Drew Meacham, P.E.
Assistant Engineer

MEMORANDUM

Date: July 12, 2022
To: Dale County Commission
From: Derek S. Brewer
County Engineer
Subject: Surplus Equipment (to be sold on govdeals.com)

Asset No:	Description	Model/Serial Number
2402	Champion Air Compressor w/ Kohler Engine	HGR7-3K / D115710
2420	Champion Air Compressor w/ Kohler Engine	HGR7-3K / D146668

Commission Approved:

Date

Dale County Road and Bridge

202 S. Hwy 123, Suite A
Ozark, Alabama 36360

Telephone (334) 774-5875
Fax (334) 774-6899

Derek S. Brewer, P.E.
County Engineer
Drew Meacham, P.E.
Assistant Engineer

MEMORANDUM

Date: July 12, 2022

To: Dale County Commission

From: Derek Brewer
County Engineer

Re: Project No.: ST-023-888-009
Patching, widening, spot leveling, resurfacing, striping on CR-20 from CR-18 to CR-59

After a careful review of the bids, it is the recommendation of the Dale County Engineering Department to award the County Road 20 resurfacing project to the lowest responsive and responsible bidder:

Wiregrass Construction Company, Inc.
PO Box 48
Ariton, AL 36311

6/28/2022

2022 Bid on County Road 20 Project
ST-023-888-009

Company	Bid Amount
Midsouth Paving, Inc.	\$779,939.25
Wiregrass Construction, Inc.	\$696,313.24

AGREEMENT TERMS FOR INMATE COMMUNICATION SERVICES

Dale County Commission INMATE COMMUNICATION SERVICES AGREEMENT

INTRODUCTION

Inmate Calling Solutions, LLC d/b/a/ICSolutions, with its principal place of business located at 220 Danbury Street, San Antonio, TX 78217 (hereinafter "Vendor") and the Dale County Commission, with its principal place of business at 202 Highway 123 South, Suite C, Ozark, Alabama 36360 (hereinafter "Customer") hereby agrees to execute this Inmate Communication Services Agreement ("Agreement"), effective August 1, 2022 ("Effective Date").

1. AGREEMENT

- 1.1. Pursuant to Request for Proposal #2021-09-07 ("RFP"), Customer hereby awards this Agreement to Vendor and provides Vendor the exclusive right and privilege to install and operate all inmate communication services (Inmate Telephone Services and Video Visitation Services) and related equipment at Customer's facility ("Facility"). **Attachment 1 – Mandatory Requirements** of the RFP is hereby incorporated into the Agreement and attached hereto as **Attachment 1 – Mandatory Requirements**. Details surrounding Customer's Facility and required equipment is found in **Attachment 1, Section H (Facility Specifications)**.
- 1.2. Vendor shall provide a turn-key inmate telephone system (ITS) which shall include inmate telephones and audio recording of visitation sessions. Vendor shall, at no cost to Customer, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to make free, collect/direct bill, pre-paid and/or debit local, long distance and international calls and conduct visitation sessions from the Facility pursuant to the terms set forth herein.
- 1.3. Vendor shall provide a turnkey video visitation solution (VVS) which shall include, without limitation, automated scheduling software, and completion of video visitation sessions. Vendor shall install and operate all video visitation stations and related equipment. Vendor shall, without cost to Customer, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified herein, to enable visitors/end-users to schedule and complete video visitation sessions with inmates from the Facility.

2. TERM

- 2.1. This Agreement shall commence upon the Effective Date above and remain in force for an initial term of 3 years with an expiration date of July 31, 2025 ("Initial Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. This Agreement will not automatically renew.

3. VENDOR RESPONSIBILITIES

- 3.1. Vendor shall agree to all terms and conditions set forth in this Agreement, and Vendor shall agree to the specifications, including, but not limited to, the features and functionalities of ITS and VVS listed in **Attachment 1 - Mandatory Requirements**. If Customer designates an agent to act on Customer's behalf ("Designated Agent"), Vendor shall follow Customer's direction in working with such Designated Agent.

NEGOTIATED TERMS

4. MINIMUM ANNUAL GUARANTEE

- 4.1. Vendor shall pay Customer a Minimum Annual Guarantee (MAG) in the amount of \$25,000 for each year under this Agreement. If the total revenue share paid to Customer for Gross Revenues from August 1st through July 30th of each year of the Agreement, and any renewal terms, are less than the MAG, the difference shall be due to Customer or its Designated Agent on or before August 30th of each year.

5. UPFRONT SUPPLEMENTAL PAYMENT

- 5.1. Vendor shall pay Customer an upfront supplemental payment in the amount of \$5,000 within 5 days of the date the Agreement is executed by both parties.

6. REVENUE SHARE, PAYMENT AND REPORTING

- 6.1. Pursuant to Vendor's Proposal to RFP #2021-09-07, 7.1. Vendor shall pay Customer 70% revenue share on Gross Revenue generated by inmate telephones and the completion of inbound voicemail messages generated by and through the ITS. ITS Gross Revenue is defined in **Attachment 1, Section I (RATES, FEES AND REVENUE SHARE), Subsection 1 (ITS RATES, FEES AND REVENUE SHARE)**.
- 6.2. Pursuant to Vendor's Proposal to RFP #2021-09-07, 7.2. Vendor shall pay Customer 50% revenue share on VVS Gross Revenue generated by the completion of scheduled remote video visitation sessions generated by and through the VVS as defined in **Attachment 1, Section I (RATES, FEES AND REVENUE SHARE), Subsection 2 (VVS RATES, FEES AND REVENUE SHARE)**.
- 6.3. Customer reserves the right to recoup from Vendor certain administrative and operational expenses ("Cost Recoupment Payment") in connection with the provision of inmate communication services. Such Cost Recoupment Payment may take the form of a per-minute rate, flat monthly payment, or other fee structure. The Cost Recoupment Payment shall be due and payable upon receipt of the invoice by Vendor. Customer may accompany the Cost Recoupment Payment invoice with a supporting report documenting the administrative and operational expenses incurred by Customer in association with inmate communication services covered by the Cost Recoupment Payment. Customer does not require a Cost Recoupment Payment upon execution of the Agreement. In the event Customer wishes to utilize its option to implement the Cost Recoupment Payment, then, at Customer's request, Customer and Vendor shall negotiate in good faith an amendment to the Agreement reasonably acceptable to Customer to document Customer-imposed Cost Recoupment Payment. If Vendor and Customer are unable to mutually agree on such an agreement amendment within 30 days of Customer's request, then Customer may terminate the Agreement at its sole discretion and without penalty or liability to Customer, and Customer may select another provider.

7. RATES AND FEES

- 7.1. Unless specifically stated otherwise, both parties herein mutually agree upon the rates and fees for inmate telephone calls and video visitation sessions as detailed in **Attachment 1, Section I (Rates, Fees and Revenue Share)**.

8. ADDITIONAL TECHNOLOGY

- 8.1. Vendor shall supply the following additional technologies that shall have all of the features and requirements as specified **Attachment 1, Section E (ITS Requirements)**:
- 8.1.1. Voice biometrics and data analytics; and
 - 8.1.2. Inbound Voicemail.
- 8.2. Vendor shall supply the following additional services and/or technologies, to be available on the inmate VVS kiosks with the initial implementation, including all features and requirements as specified **Attachment 1, Section F (VVS Requirements)**:
- 8.2.1. Electronic messaging via VVS stations; and
 - 8.2.2. Electronic submission of requests and grievances via VVS stations.
- 8.3. Vendor shall supply the following additional technologies that shall have all of the features and requirements as specified **Attachment 1, Section G (Additional Technology)**:
- 8.3.1. Lobby kiosk.

9. RECONCILIATION

- 9.1. Customer, or its Designated Agent, shall have the right from the Effective Date of this Agreement and for a period of 2 years after the termination date of this Agreement, upon 10 business days' written notice, to fully reconcile or examine any and all of Customer information pertaining to this Agreement. Customer retains the right to have another independent Agency of Customer's exclusive choice, perform any or all reconciliations and examinations pertaining to this Agreement.
- 9.2. Vendor shall maintain accurate, complete and reconcilable records, in an electronic format, detailing the Gross Revenues from which revenue share payments can be determined for both the ITS and VVS. The records shall include all CDRs, direct-bill billing files and associated invoices, debit purchase or usage reports and associated invoices and commissioning reports during the term of this Agreement and for no less than 2 years after the term of this Agreement.
- 9.3. Vendor shall pay resolved and agreed upon amounts due plus, in the event the foregoing reconciliation reveals an amount due Customer at least 5% above the amount otherwise paid for the period reconciled, Customer's reasonable cost of reconciliation, all within 30 days of the resolution date. If the agreed upon amounts are not paid within 30 days, the amounts due to Customer will accrue interest at the rate of 1.5% per month, or the highest rate permitted by law (whichever is less) until such monies are paid.

10. ASSIGNMENT AND MERGERS/ACQUISITION

- 10.1. The services to be performed under the Agreement shall not be assigned, sublet, or transferred without 30-days advance written notification to Customer and then only upon Vendor's receipt of Customer's written consent.

- 10.2. Upon receipt of Customer's written consent, any such purchaser, assignee, successor, or delegate shall thereupon assume all rights and responsibilities of Vendor. However, Customer may assign any and/or all of its rights and obligations hereunder without Vendor's written consent but upon Customer's written notice thereof to Vendor (i) to any affiliate; (ii) pursuant to any sale or transfer of all or substantially all of its business or assets; (iii) pursuant to any merger, acquisition, or reorganization; or (iv) as part of a bona fide pledge to a third-party lending institution of collateral of the assignor's rights hereunder.
- 10.3. If during the Agreement term and any renewal term(s), Vendor merges or is acquired by another entity, the following documents must be submitted to Customer.
 - 10.3.1. Corporate resolutions prepared by Vendor and the new entity ratifying acceptance of all of the Agreement and its terms, conditions and processes.
 - 10.3.2. New Federal Identification Number (FEIN) if applicable; and,
 - 10.3.3. Other documentation requested by Customer.
- 10.4. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in the Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein.

11. TERMINATION/DEFAULT

- 11.1. In the event Vendor fails to perform any terms or conditions of the Agreement, Customer may consider Vendor in default of the Agreement and supply Vendor written notice of such default. In the event said default is not remedied to the satisfaction and approval of Customer within 30 calendar days of receipt of such notice, Customer may terminate the Agreement. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**.
- 11.2. The Agreement between Customer and Vendor may be terminated by Customer upon 90-days written notice from Customer to Vendor without penalty. Upon termination, Vendor shall adhere to the transition requirements as outlined in **Attachment 1, Section D (General Installation Requirements)**. In the event that Customer terminates the contract for convenience prior to completion of the base contract term, then Customer shall reimburse Vendor for a pro-rata portion of the video visitation system's cost for each month that would have otherwise remained in the full 3-year term.
- 11.3. Should a material change in the rules or policies of the FCC or other regulatory body applicable to inmate communication services occur following the execution of this Agreement, which change affects (i) the rates permitted to be charged by Vendor to inmates under the Agreement; (ii) the right of Customer to recover its costs; or (iii) the ability for Vendor to pay to Customer the revenue share, fees (including but not limited to the cost recoupment payment) or other cost recovery mechanisms, then, at either party's request, Vendor and Customer will negotiate in good faith an amendment to the Agreement reasonably acceptable to both parties while remaining compliant with the change in the FCC's (or other regulatory body's) rules or policies. If Vendor and Customer are unable to mutually agree on such an amendment within 30 days of the request, then either party may terminate the Agreement at its sole discretion and without penalty or liability to the other party, and Customer may select another inmate communication services provider.

INDEMNIFICATION

- 11.4. Vendor shall defend, indemnify, and hold Customer and its affiliates, agents, employees, officers, directors, and successors harmless from loss, cost, expenses, damages or liability (including reasonable attorney's fees and court costs) resulting from actions, causes of action or claims brought or threatened under the Agreement, for (i) any actual or alleged negligence or dishonesty of, or any actual or alleged act of commission or omission by, Vendor or any of its employees, agents or subcontractors in providing the equipment and services hereunder; (ii) the operation of Vendor's business or the inmate communication services; (iii) any breach by Vendor of its obligations hereunder; or (iv) any alleged patent, copyright or trademark infringement or unauthorized use of trade secrets or other proprietary rights in connection with the inmate communication services, except where such claims, demands or liabilities are due to the negligence of Customer, its agents or employees.
- 11.5. Customer agrees to provide Vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to the services rendered by Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion. Customer will promptly advise Vendor of any proposed agreement to compromise or settle any claim and Vendor will have 10 days to respond to such proposal.
- 11.6. In the event any infringement claim is made or threatened against Customer, or injunctive relief is granted to a claimant, Vendor shall at its sole cost and expense (i) obtain the right for Customer to continue use of the services; (ii) substitute other services of like capability, or (iii) replace or modify the services to render them non-infringing while retaining like capability. In the event Vendor is unable to perform any of the above, Customer may terminate this Agreement upon providing 60 days written notice to Vendor and Vendor shall be responsible for all of Customer's costs and expenses of whatever nature or kind in connection therewith.
- 11.7. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

12. INSURANCE

- 12.1. During the period of the Agreement, Vendor at its own expense agrees to carry and maintain the following minimum insurance policy of public liability and property damage issued by a casualty company authorized to do business in the State of Alabama and in a standard form approved by the Board of Insurance Commissioners in the State of Alabama. The insurance company should have a Best Rating of no less than A. Coverage provisions should insure Customer from any loss or damage that may arise to any person or property as a result of the services rendered by Vendor subject to insurance policy terms and conditions.
- 12.2. Vendor shall provide Customer with 30 days advance written notice of cancellation or material changes in said insurance.
- 12.3. Annual renewals for the term of this policy should be submitted prior to the expiration date of any policy.
- 12.4. Vendor shall provide Customer a Certificate of Insurance, on an original ACORD certificate, evidencing required coverage described below, within 10 days after receipt of notice of award. Said certificate shall show Customer as an additional insured and shall include a waiver of subrogation.

Automobile Liability	
Bodily Injury – Each Person	\$250,000.00
Bodily Injury – Each Accident	\$500,000.00
General Liability	
Bodily Injury or Death – Each Person	\$1,000,000.00
Property Damage – Per Incident (Resulting in Injury/Destruction of Property)	\$500,000.00
Excess Liability	
Umbrella Form	\$1,000,000.00
Worker’s Compensation	Statutory

- 12.5. Customer agrees to provide Vendor with reasonable and timely notice on any claim, demand or cause of action made by or brought against Customer arising out of the service provided by Vendor. Vendor shall have the right to defend any such claim at its sole cost and expense and with its exclusive discretion.
- 12.6. For any person or contractor with whom Vendor enters into a contract to provide the services defined in this Agreement, Vendor must:
 - 12.6.1. Provide a certificate of coverage, for all persons providing the services defined in this Agreement. Coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Alabama Labor Code.
 - 12.6.2. Provide a new certificate, prior to the end of the coverage period, of coverage showing extension of coverage if the coverage period shown on Vendor current certificate of coverage ends during the duration of the project.
 - 12.6.3. Retain all required certificates of coverage for the duration of the project and for 2 years thereafter; and
 - 12.6.4. Notify Customer in writing, within 10 business days after Vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

13. DISCREPANCY

- 13.1. Should a discrepancy or conflict among the specific provisions of this Agreement and its attachments, RFP #2021-09-07 and its attachments, and Vendor’s Proposal, the discrepancy or conflict shall be resolved as follows.
 - 13.1.1. The specific provisions of the Agreement Terms (and its attachments) will prevail over the RFP and its attachments.
 - 13.1.2. The RFP and its attachments will prevail over Vendor’s Proposal.
- 13.2. Exceptions or objections to specific RFP provisions in Vendor’s Proposal that have not been explicitly accepted by Customer in writing shall not be included in this Agreement and shall be given no weight or consideration.

14. SUBCONTRACTS

- 14.1. Any subcontracts for the products/services described herein shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by Vendor and Customer and to ensure that Customer is indemnified, saved and held harmless from and against any and all claims of damage, loss and cost (including attorney fees) of any kind related to a subcontractor in those matters described in this Agreement.
- 14.2. Vendor expressly understands and agrees that it assumes and is solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Vendor agrees that utilization of a subcontractor to provide any of the products/services in this Agreement shall in no way relieve Vendor of the responsibility for providing the products/services as described and set forth herein. Vendor shall identify any subcontractors used to provide services under this Agreement.
- 14.3. In the event of unsatisfactory performance, as determined by Customer, Customer may request to substitution of a subcontractor utilized by Vendor to fulfill the obligations under this Agreement.

15. FORCE MAJEURE

- 15.1. Neither party shall 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, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, or unusual weather conditions.

16. NOTICE

- 16.1. Any notice required by this Agreement shall be supplied in writing in electronic format and/or delivered in person or by registered or certified mail addressed to the party's address listed below. Notice shall be presumed to have been received 5 business days after it is deposited in a U.S. Postal Service depository.

FOR CUSTOMER:

Dale County Commission
Attn: Cheryl Ganey
202 Highway 123 South, Suite C
Ozark, AL 36360

FOR VENDOR:

Inmate Calling Solutions, LLC
Attn: Chris Markham
2200 Danbury Street
San Antonio, TX 78217

17. ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 17.1. Vendor shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1998, 28 CFR Part 67, Subpart F, and any applicable Alabama state laws, to the employees and all subcontractors to ensure the Facility maintains a drug free workplace. Customer reserves the right to review drug testing results of Vendor's personnel assigned to work at the Facility. Customer may require, at Vendor's expense, drug testing of Vendor's personnel if no drug testing records exist or if such test results are older than 6 months.

- 17.2. Vendor does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 17.3. Vendor shall comply with Alabama State Law Act No. 2011-535.

18. MISCELLANEOUS TERMS**18.1. Independent Vendor**

Nothing in this RFP is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control over the manner or method by which Vendor or its subcontractor perform under the Agreement.

18.2. Interpretation

This Agreement shall be interpreted under, and governed by, the Laws of the State of Alabama. The parties hereto agree that any action relating to this Agreement shall be instituted in a Federal Court in Dale County, Alabama.

18.3. Severability

If any part of this Agreement is contrary to any Federal, State or Local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision or applications. To that end, the provisions of this Agreement are declared to be severable. If any provision hereof is held invalid by a Court of competent jurisdiction that provision shall be automatically deleted, and all remaining provisions shall remain in full force and effect.

18.4. Entirety, Waiver, and Modification

This Agreement, together with any attachments, represents the entire understanding between Customer and Vendor (collectively "Parties") with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. Only a written instrument executed by the Party waiving compliance may waive or modify the terms of this Agreement. The failure of either Party at any time to require performance of any provision hereof shall in no manner affect the right at a later date to enforce the same. No waiver by either Party of any term of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be a further or continuing waiver of such term or of any other term of this Agreement.

18.5. Confidentiality

18.5.1. The Parties hereto shall keep confidential any and all information which either Party states to be confidential or proprietary and so advises the other Party or labels the information as such ("Confidential Information"). Such information shall remain the property of the Party owning such information and, when in tangible form shall be returned to the respective party or otherwise disposed of as directed by the appropriate Party. Any violation of this provision by either Party shall be actionable. However, notwithstanding the foregoing, neither Party shall be under any obligation to maintain in confidence any portion of the information it has received which (i) is now, or which becomes hereafter through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is already known by the receiving Party at the time of the disclosure of such information and was not under any obligations of confidence; (iii) is hereafter furnished to the receiving Party by a source other than the owner, provided such source is not known by the receiving Party to be prohibited from disclosing such information by a contractual, legal or fiduciary obligation; (iv) has been

independently developed by the receiving Party without benefit of the confidential or proprietary information of the other; or, (v) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided however, that the Party being required to disclose the confidential or proprietary information of the other must promptly notify the owner of same of the demand for such disclosure and such disclosure to a government entity pursuant to law, order or regulation shall not provide a basis for any additional disclosure of such information by either Party.

- 18.5.2. Each Party including its agents and representatives shall: (i) follow reasonable procedures to protect and maintain the confidentiality of the Confidential Information; (ii) not disclose, or allow to be disclosed, the Confidential Information to any party other than to its employees, contractors, officers, or directors who have a need to know in order to perform the services contemplated under this Agreement, and are under the same binding obligation of confidentiality provided herein with respect to any such information; (iii) not use the Confidential Information for any purpose other than to perform under this Agreement; and, (iv) treat all Confidential Information of the other Party with the same degree of care to avoid disclosure to third parties as it uses with respect to the recipient Party's own Confidential Information, but not less than a reasonable degree of care.

18.6. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the parties who have authority to settle the same. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Disputes or controversies related to this Agreement not resolved through negotiation within a period of 60 days shall be governed by and interpreted in accordance with the laws of Alabama without regard to its conflicts of law provisions. In the event of litigation relating to this Agreement, the parties agree to submit said dispute to the jurisdiction of Alabama courts.

18.7. Limitation of Liability.

In no event shall either party be liable hereunder for loss of profits, loss of goodwill, consequential or punitive damages of any kind regardless of the form or theory of any claim and irrespective of whether such party has been advised of the possibility of such damages.

18.8. Vendor Costs and Taxes and Fees on Services

It is expressly understood that Customer is not responsible in any way, manner, or form for any of Vendor's costs, including but not limited to, taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs, or other costs related to any and all Vendor's services. Vendor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. Including, but not limited to, any and all taxes as applicable for the inmate communication services such as collect/direct bill, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions.

19. LIQUIDATED DAMAGES

- 19.1. Vendor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to Customer; the amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and

on time, may be subject to fines and liquidated damages as outlined herein. Any enforced fines/liquidated damages will be invoiced by Customer to Vendor. Payments due Customer for the invoiced amount(s) shall be due within 30 days of Vendor's receipt of the invoice.

LIQUIDATED DAMAGES	
Description	Amount
<p>All Inmate Communication Services Any charges/fees added to the called party's bill or account or inmate without the express written consent of Customer. Any changes to the fees/charges applied to end-user's bill for deposits on the Lobby Kiosks without the express written approval of Customer. Vendor must issue refunds to all overcharged end-users within 5 business days; a list of the issued credits must be provided to Customer as documentation. Vendor shall issue refunds for overcharges on cash deposits by crediting the amount of the overcharge to the inmate account for which the deposit was made.</p>	<p>\$350.00 per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued.</p> <p>\$5.00 per kiosk deposit transaction with unauthorized fees/charges applied to end-user's bill plus refund of the overcharged amount to end-user's credit/debit card or to inmate's account for cash deposits.</p>
<p>All Inmate Communication Services Unauthorized free calls, free video visitation sessions or other authorized paid transactions completed by Vendor without charge.</p>	<p>\$2.00 per completed, unauthorized free call, video visitation session or other transaction.</p>
<p>All Inmate Communication Services Revenue share payments, ITS traffic detail reports, CDRs, VVS detail reports, Kiosks transaction detail reports and/or all other reports not containing the required fields, received by Customer after the date specified in Attachment 1, Section A (General Conditions). If the revenue share payment is late, reporting is late and/or reports do not contain all required fields, late charges/interest for all three shall apply. Revenue share payment discrepancies must be resolved by Vendor and to Customer's reasonable satisfaction, within 30 days of receipt of notification of a discrepancy from Customer and/or its Designated Agent or such discrepancy is subject to late charges, as described and/or termination of this Agreement at the sole discretion of Customer and/or any legal course of action Customer elects to pursue.</p>	<p>5% per month of the revenue share amount due.</p> <p>\$750.00 per month for each report not received by the due date specified or for each report that does not contain all of the fields and information identified in Attachment 1, Section A (General Conditions).</p> <p>\$100.00 per day for any daily CDR reports not submitted by Vendor, for each day where the CDR report does not contain all of the fields and information identified in Attachment 1, Section A (General Conditions).</p>
<p>All Inmate Communication Services Any changes to the rates/fees for ITS, VVS, electronic messaging or touchscreen payment kiosks fees without the express written approval of Customer, may make Vendor liable for liquidated damages. Vendor must issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to Customer as documentation. Customer will not issue a refund of revenue-share for unapproved rate increases.</p>	<p>\$2.00 per completed call, video visitation session, electronic message or touchscreen which was rated/charged using the unauthorized rates(s).</p>

LIQUIDATED DAMAGES (Continued)	
Description	Amount
<p>All Inmate Communication Services Any bill types, transactions or applications implemented or removed regarding the processing and/or completion of inmate telephone calls, video visitation sessions or messaging transmission without the express written consent of Customer.</p>	\$500.00 per day for each day the bill type, transaction or applications is implemented or removed.
<p>All Inmate Communication Services Due to Vendor's action(s), if any installation, initial or additionally requested inmate communications equipment is not completed within the timeframe allowed in the agreed-upon implementation plan.</p>	\$500.00 per day for each day the after the agreed-upon date until the installation is complete.
<p>All Inmate Communication Services Vendor shall be responsible for resolving any reported repairs, replacements or service quality issues within 10 days following the date of notification of a service request or inmate communication service failure ("Cure Period"). Should Vendor fail to resolve the reported repair or replacement within the specified Cure Period, Vendor may be liable for liquidated damages.</p>	\$500.00 for each day after the Cure Period and for each reported repair or replacement that Vendor fails to resolve, until each reported repair or replacement is resolved by Vendor.
<p>All Inmate Communication Services When Customer suffers one or more lost, unrecoverable, or un-useable inmate call, video visitation session recording(s), or electronic messages. Customer agrees to notify Vendor of such instances and provide up to 7 days per instance for Vendor to produce the call recordings.</p>	\$1,000.00 per occurrence.
<p>All Inmate Communication Services Vendor shall adhere to Customer's performance process when upgrading each inmate communications service, software, equipment, or performing any changes to the inmate communications that affect the scope under this Agreement. Any deviation from the process may result in liquidated damages incurred by Vendor.</p>	\$500.00 per occurrence.
<p>All Inmate Communication Services Vendor shall adhere to Attachment 1, Section D (General Installation Requirements) when transferring attorney telephone numbers from the incumbent's system to Vendor's system. Calls to attorney telephone numbers shall not be recorded. Should an attorney call be recorded due to Vendor's failure to properly transfer and format the inmate numbers or Vendor enters the attorney number without formatting the number as privileged or do not record, may result in liquidated damages incurred by Vendor.</p>	\$1,000.00 per occurrence

In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

Dale County Commission

Inmate Calling Solutions, LLC

Steve McKinmon
Authorized Signature

Authorized Signature

Steve McKinmon
Typed or Printed Name

Typed or Printed Name

Chairman
Title

Title

07-12-22
Date

Date

SECTION I - RATES, FEES AND REVENUE SHARE

SUBSECTION 1 - ITS RATES, FEES AND REVENUE SHARE

ITS REQUIRED CALLING RATES

Category	Per Minute Rate		Avg Cost/Call: 15 Minutes
Local			
Collect/Direct Bill	\$	0.25	\$ 3.75
Pre-Paid Collect	\$	0.21	\$ 3.15
Pre-Paid Card/Debit	\$	0.21	\$ 3.15
Intralata/Intrastate			
Collect/Direct Bill	\$	0.25	\$ 3.75
Pre-Paid Collect	\$	0.21	\$ 3.15
Pre-Paid Card/Debit	\$	0.21	\$ 3.15
Interlata/Intrastate			
Collect/Direct Bill	\$	0.25	\$ 3.75
Pre-Paid Collect	\$	0.21	\$ 3.15
Pre-Paid Card/Debit	\$	0.21	\$ 3.15
Interlata/Interstate and Domestic International			
Collect/Direct Bill	\$	0.25	\$ 3.75
Pre-Paid Collect	\$	0.21	\$ 3.15
Pre-Paid Card/Debit	\$	0.21	\$ 3.15
International*			
Collect/Direct Bill	\$	0.24	\$ 3.60
Pre-Paid Collect	\$	0.24	\$ 3.60
Pre-Paid Card/Debit	\$	0.24	\$ 3.60
Voice Mail			
Inbound	\$	1.00	Up to 60 seconds

*The FCC is limiting the maximum per minute rate for all international calls to the interstate rate cap while allowing Vendor to apply additional costs to the calling rate that are deemed recoverable costs. Each quarter Vendor can adjust the recoverable cost to reflect any changes based off the average international destinations being called during that time period.

ITS PRE-PAID FUNDING FEES

Fee Type	Amount	Frequency
Collect Billing Fee	Not Allowed	
Pre-Paid Collect Funding Fee		
IVR/Automated	\$ 3.00	Per Transaction
Live Representative	\$ 5.95	Per Transaction
Third Party Western Union	\$ 5.50	Per Transaction
Third Party Money Gram	N/A	N/A
Third Party (Insert Name)	N/A	N/A

ITS REVENUE SHARE

Category	Amount	Frequency
Revenue Share (%) ITS	70%	Monthly
Minimum Annual Guarantee	\$25,000.00	Annually

SECTION I - RATES, FEES AND REVENUE SHARE

Supplemental Payment	\$5,000.00	One Time
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SUBSECTION 2 - VVS RATES, FEES AND REVENUE SHARE

REQUIRED VVS RATES

Category	Per Minute Rate	Cost/Visit
Remote Video Visitation (30-Minute Visit)	\$0.25	\$ 7.50
Inmate-initiated Video Visitation	\$0.25	\$ 7.50
Onsite Video Visitation	Free	
Other VVS Fees	Not Allowed	

VVS REVENUE SHARE

Category	Amount
VVS Revenue Share (%)	50%

SUBSECTION 3 - ADDITIONAL TECHNOLOGY RATES, FEES AND REVENUE SHARE

Technology Category	Rates/Fees	Frequency
Voice Biometrics & Data Analytics	No Cost to Customer or Inmate	N/A
Electronic Inmate Requests/Grievances	No Cost to Customer or Inmate	N/A
Electronic Messages (via VVS Kiosks):	Rates/Fees	Revenue Share
Electronic Messages (via VVS Kiosks)	\$0.25 Per Message or Photo	25%
Lobby Deposit/Payment Kiosks:	Rates/Fees	Frequency
\$0.01 to \$300.00	\$4.00 Per Transaction	Cash (Kiosk Deposit)
\$0.01 to \$19.99	\$4.95 Per Transaction	Credit Card (Kiosk Deposit)