

19,784-1

**COMMITTEE MEMBER EVALUATION
RFP #266-25, INMATE TELEPHONE SYSTEM
HUNT COUNTY DETENTION CENTER**

EVALUATION CRITERIA & VALUES		FIRM			
		ICSolutions Advanced Technology	HomeWAV, LLC.	Smart Communications	NCIC Correctional Services
CRITERIA	Points				
Relevant Experience as Prime Contractor	80	79	59	70	68
Financial Proposal	100	95	82	90	88
Proposed Solution	140	134	90	140	123
Options Offered	40	35	31	40	30
Overall Benefit to County	40	37	27	39	29
TOTAL AWARD	400 pts possible	380	289	379	338

FILED FOR RECORD

at 11:00 o'clock A M

NOV 14 2025

12

BECKY LANDRUM
County Clerk, Hunt County, Tex.

by 

The Inmate Telephone System Evaluation Committee has recommended ICSolutions Advanced Technology

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Hunt County, Texas (the "County") having its principal address as set forth on Exhibit A, attached hereto.

WHEREAS, the parties were also parties to that certain Inmate Telephone Services Agreement dated 1/1/2020, as amended (the "Prior Agreement") and this Agreement, upon execution, is intended to replace and supersede the Prior Agreement; and

WHEREAS, ICS shall preserve all reasonable historical data from the Prior Agreement to include with this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Term of Contract.** This Agreement is effective upon execution, however, the initial service term shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment (such actual date the "Cutover Date") and shall remain in force and effect for an initial term of three (3) years from such Cutover Date (the "Initial Term"). This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal.
2. **Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premises to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
5. **Call Rates.** ICS shall provide calling services to retail consumers at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Consideration to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will also provide County the consideration set forth on Exhibit D, attached hereto, in exchange for a full Initial Term with County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations.

ICS will make payments to County, if applicable, on a monthly basis on or before the first business day occurring 30 days following the end of the month in which such amounts are earned or accrued.

Such payments shall be sent to the address set forth on Exhibit A or as otherwise designated by County in writing.

The parties agree that all rates, charges and consideration for services hereunder are predicated on the regulations in effect at the time of execution and, therefore, are subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the communication services contemplated herein. The foregoing are also predicated on County maintaining an average daily inmate population ("ADP") consistent with the average of the three months preceding the Cutover Date, with such inmates having access to the telephone Equipment materially consistent with industry practice. A 10% or more decline in such ADP shall be deemed a "Significant ADP Drop". In the event that a Regulatory Change or Significant ADP Drop materially affects such rates, charges or consideration, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration for ongoing services, as well as complies with the Regulatory Change, if applicable. If the parties cannot reach an agreement as to the amendment necessary within 60 calendar days of the event that triggered such negotiation, then either party may terminate this Agreement with an additional 60 days' prior written notice and if such termination occurs prior to the end of the Initial Term, then County shall reimburse ICS' cost of providing Equipment hereunder at the rate of \$5,749.16 per month for each month that would have otherwise remained in the Initial Term.

In the event ICS invoices County for additional services or Equipment, County shall pay such invoices within 30 days of the receipt date thereof. ICS reserves the right to offset any past due invoices from amounts otherwise payable to County.

7. County shall:

- a. Advise ICS of any Services Location or related premises that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate communication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
- i. Comply with all federal, state and local statutes, rules or regulations, governing or applicable to the services provided by ICS hereunder.

8. Law and Venue. The domestic law of the State of Texas (the "Venue State") shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All

disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Hunt County of Texas.

9. Insurance. At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:

a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.

b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.

c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

10. Notices. Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

11. Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire Agreement between the parties with respect to the subject matters and supersedes any prior written or oral agreements regarding such matters. This Agreement may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon.

12. Risk of Loss. ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premises caused by fault or negligence of County, its employees or others under County's supervision.

13. Default. In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

14. Assignment. This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.

15. Relationship. The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.

16. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.
17. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
18. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
19. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
20. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
21. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY

ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

22. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
23. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

24. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
25. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
26. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

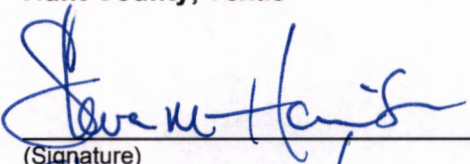
(Signature)

(Printed Name)

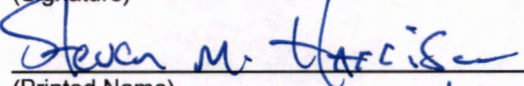
(Title)

(Date)

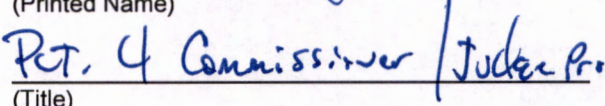
Hunt County, Texas



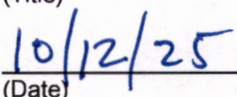
(Signature)



(Printed Name)



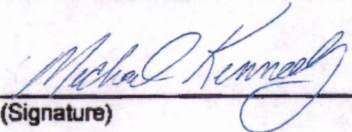
(Title)



(Date)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

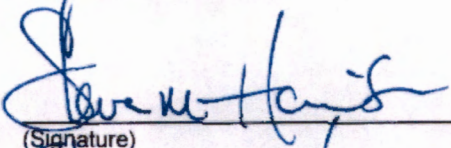

(Signature)

Mike Kennedy
(Printed Name)

Vice President Sales & Marketing
(Title)

11/12/2025
(Date)

Hunt County, Texas


(Signature)

Steven M. Harrison
(Printed Name)

Pct. 4 Commissioner / Judge P.
(Title)

10/12/25
(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Hunt County Detention Center
2801 Stuart Street
Greenville, Texas 75401

Service Locations:

<u>Location Name</u>	<u>Address</u>
Hunt County Detention Center	2801 Stuart Street Greenville, Texas 75401
Hunt County Detention Center Annex	2403 Crockett Street Greenville, Texas 75401

Equipment to be shipped to:

Hunt County Detention Center
2801 Stuart Street
Greenville, Texas 75401

Commissions to be paid to:

Hunt County
2801 Stuart Street
Greenville, Texas 75401

Exhibit B – Equipment & Services

THE ENFORCER® Inmate Calling Platform

- ✓ 48 inmate telephones, including 2 on rolling carts
 - Calling through THE ENFORCER® also available using inmate tablets & kiosks
- ✓ 25 visitation phone sets connected to THE ENFORCER® for monitoring & recording
- ✓ Captel, TDD/TTY, &/or VRS units, as needed, for deaf and hard of hearing inmates
- ✓ 1 workstation with printer
- ✓ Inmate voicemail messaging
- ✓ Redundant data storage in our Atlanta and San Antonio data centers
- ✓ Online storage of all call recordings and call data for the entire contract duration, plus any required retention period thereafter
- ✓ Unlimited ENFORCER® user licenses

Argus Premium Investigative Suite

- ✓ Argus ECHO™ continuous voice biometrics
 - Features automatic voice enrollment; saving the facility the step of enrolling the entire inmate population's voices manually upon deployment
- ✓ Transcription / translation of 100% of calls
- ✓ Keyword search
- ✓ Enhanced three-way call detection

THE ENFORCER® Data Analysis & IVR Suite

- ✓ THE ANALYZER™ link analysis / data mining tools
- ✓ THE INFORMER™ PREA module
- ✓ THE COMMUNICATOR™ paperless inmate communications portal
- ✓ THE ATTENDANT™ automated information line

THE BRIDGE 8.0™ Inmate Tablet & Kiosk System

- ✓ Tablets with 8" screens, reasonably adjusted to the ratio of one per inmate; Support and maintenance subject to ICS' standard Tablet Damage and Repair Policy attached hereto as Exhibit B-1
- ✓ Tablet charging stations / Tablet Distribution System terminals
 - Operate the Tablet Distribution System described below for tablet checkout/in
 - With 8" touchscreens, stations are also fully functional kiosks for inmate applications
- ✓ Secure communication using handheld tablets & kiosks
 - Remote video visitation, with network bandwidth provided by ICS
 - Inmate email / text messaging and inbound photo sharing
 - Encrypted messaging with registered attorney
 - Inmate calling through ICS' ENFORCER® platform
- ✓ Transcription / translation of 100% of video visits and an AI summary of each conversation
- ✓ Translation available in 100+ languages for inmate grievances, email messages, & video visits
- ✓ FREE access to scanned postal mail
- ✓ FREE inmate self-service apps
 - Commissary ordering + balance check
 - Bonds / court dates
 - Customizable forms
 - Grievance reporting + inmate requests
 - Medical requests / sick call
 - Inmate handbook & other facility documents
- ✓ FREE educational content, including iPathways™, GED/HiSet materials, & cognitive adult education

- ✓ FREE premium educational content from Edovo Core™
 - Full library, GED prep, behavioral therapy, vocational training, and more
 - Enables the County to upload its own content
 - Supports continued learning after release, at no cost to the County or user
- ✓ PRESENTATION APP to facilitate teacher-led learning, religious services, and more!
- ✓ FREE eBooks, including religious materials
- ✓ FREE Purple video relay service to ensure ADA compliance
- ✓ FREE access to the digital law library
- ✓ Large collection of streaming entertainment content available – music, movies, sports, games, etc.

Unique BRIDGE 8.0™ Tablet Distribution System

- ✓ Inmates enter their unique login credentials to check a tablet out from a secure self-service kiosk
- ✓ Kiosk camera photographs each inmate who accesses the system
- ✓ Only the inmate who checked out a tablet can operate it
- ✓ System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- ✓ Forces each inmate to return a previous tablet before they can check out another
- ✓ Minimizes staff involvement in managing tablet distribution & collection

Offsite Mail Scanning

- ✓ Non-legal postal mail is directed to ICS' scanning center, where it is scanned and digitized
- ✓ Delivered to inmates via the inmate tablets & touchscreen tablet distribution kiosks

Fastcase™ Law Library Subscription

- ✓ Accessible via the inmate tablets & kiosks
- ✓ Simple and complex searching of Federal and State case law, statutes, and administrative law

JMS & Commissary/Banking Interfaces

- ✓ Inmate Debit Accounts – funded from their Trust Account as a simple commissary purchase
 - A single Debit Account to pay for all phone, video, & tablet services
- ✓ Automated inmate ID/PINs

Turnkey Installation & Onsite Support

- ✓ Turnkey installation encompassing all necessary hardware, software, & network infrastructure
- ✓ Initial and ongoing training for all Detention Center users
- ✓ Part-time Investigative Assistant stationed onsite
 - Will assist with burning call recordings and sending them to the requestor in accordance with Texas statute (when pertaining to an Open Records request)
 - Can assist with administering inmate tablets
 - Can assist with other administrative and investigative tasks as needed
 - Will regularly inspect & maintain onsite equipment
 - Available to respond immediately to onsite repair requests
- ✓ Local technicians to provide backup onsite support as needed
- ✓ 24 x 7 x 365 live, U.S.-based service for Detention Center staff and public users
- ✓ Standard warranty, support, and repair/replace maintenance policies apply

Exhibit B-1

Tablet Damage and Replacement Policy

- A. Overview:** The purpose of this Policy is to provide an operational framework to support a 'Spare Tablet Program' to help ensure uninterrupted access to communication and entertainment services for inmates. ICS acknowledges the rigorous use environment of correctional facilities and provides a Spare Tablet Program to County with an allowance of spare tablets equal to 10% of the total tablets offered. Under ordinary use conditions, the Spare Tablet Program includes repair or replacement as needed at no cost to County. However, Tablets that are deliberately misused or damaged shall not be covered under the Program.
- B. Exclusions from Free Replacement Coverage:** While ICS is committed to supporting County in maintaining operational efficiency and inmate satisfaction, it is understood that the Spare Tablet Program does not extend coverage to tablets that have been subjected to physical damage through misuse or deliberate acts by inmates or any other individuals. This includes, but is not limited to:
- Screens that are shattered, cracked, or otherwise compromised.
 - Tablets with missing pieces or parts, indicating tampering or attempts to disassemble.
 - Damage resulting from attempts to open the tablet casing unauthorizedly.
 - Any form of physical alterations that deviate from the tablet's original condition as supplied.
 - Lost or stolen tablets while under the County's supervision.
- C. Procedure for Reporting Damages:** County shall report any damages to tablets within a reasonable timeframe from the occurrence of the damage. The report should include a detailed description of the condition of the damaged tablet, accompanied by photographic evidence where possible.
- D. Assessment and Determination:** Upon receiving a damage report, ICS will assess the reported condition against the exclusions listed in paragraph B, above. Tablets deemed by ICS, in its reasonable discretion, to have been damaged due to reasons covered under the exclusions will not be eligible for free replacement under the Spare Tablet Program. In such event, County may opt to purchase replacement tablets at the cost in effect at the time.
- E. Responsibility and Care:** County agrees to educate and enforce proper care and use of the tablets among the inmate population to minimize incidents of deliberate damage. ICS will provide County with care and handling guidelines to be communicated to inmates.
- F. Amendments and Exceptions:** ICS reserves the right to review and reasonably adjust this Policy as needed to ensure fairness and sustainability of the Spare Tablet Program.

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

Prepaid, Debit, QwikCall & Collect (Direct Bill) Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
All Domestic Intrastate & Interstate	\$0.21
International (Debit only)	* Cost + \$0.21

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

* "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6010 (e).

Call rates shown do not include local, county, state and federal taxes and regulatory fees.

Keep Families Connected™ Program: Two (2) free calls, two (2) free messages and one (1) free remote visitation session per week per inmate.

Other Service Fees:

Remote Video Visitation (per minute)..... \$0.25
Streaming Tablet Entertainment (per minute)..... \$0.06
Email/Text/Photo Messaging (per message)..... \$0.25
(Note: Tablet education and administrative use at no charge.)

Exhibit D – Consideration

ICS shall pay to County a Commission of 72% of the gross call revenue for all call types generated from County's Service Locations. ICS shall also pay to County a Commission of 72% of any service fees collected by ICS with respect to Remote Video visitation services and 25% of any service fees collected by ICS with respect to Inmate Tablet Messaging and Entertainment Streaming services.

ICS shall also pay to County a tablet-based bonus Commission of \$40,000 per Term year. The initial such payment shall be due within thirty (30) days following full execution of the Agreement, with each subsequent payment due at the beginning of each Term year.



**HUNT COUNTY
SHERIFF**

Terry Jones, Sheriff

2801 Stuart Street
Greenville, TX 75401
903.453.6800

10/30/2025

To Whom It May Concern,

After reading the proposals and viewing demonstrations, the RFP 266-25 Committee has decided that ICSolutions should be awarded a renewal contract for the inmate telephone system.

A handwritten signature in black ink, appearing to read "D. Looney", with a long horizontal line extending to the right.

Daniel Looney
Committee Chair

19,784-2



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 10/30/2025
To: Virginia Phillips
Organization: County of Hunt
Sheriffs Office
Fax #: **Phone #:** (903) 455-3501

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** + 19093693936 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 3

Quotation #26316136
Document Date: 10/30/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<https://www.esri.com/en-us/cp/maintenance>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

FILED FOR RECORD	
at 11:00	o'clock A M
NOV 12 2025	
BECKY LANDRUM	
County Clerk, Hunt County, Tex.	
by	

Cc-a

**esri**

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Date: 10/30/2025**Quotation Number:** 26316136**Contract Number:** 00298018.1

County of Hunt
Sheriffs Office
2801 Stuart St
Greenville TX 75401-4889
Attn: Virginia Phillips
Email: vphillips@huntcounty.net
Phone: (903) 455-3501
Customer Number: 790234

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
Subject to terms and conditions of State of Texas DIR-CPO-4699				
10	1	165537	4,134.78	4,134.78
		ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription		
		Start Date: 01/29/2026		
		End Date: 01/28/2027		
		Subscription ID: 3809111904		
			Item Subtotal	4,134.78
			Estimated Tax	0.00
			Total	USD 4,134.78

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 2

Date: 10/30/2025	Quotation No: 26316136	Customer No: 790234	Contract No: 00298018.1	
Item	Qty	Material#	Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at <https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

<http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

<http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc. ("Esri" or "Successful Respondent")** and the **State of Texas, acting by and through the Department of Information Resources ("DIR")** have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.
4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

(Customer)

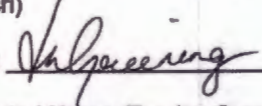
By: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:  _____

Printed Name: Tamisa Greening

Title: Director, Contracts and Legal