

State of Texas

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Know by all men these presents:

County of Webb

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**Renewal of Inmate Telephone Services RFP 2016-008
Renewal Period for 2020 - 2021**

This Agreement is between **Webb County for the Webb County Sheriff's Jail** (hereinafter referred to as "Department") whose principal place of business is 902 Victoria, Laredo TX 78040, Inmate Calling Solutions, LLC d/b/a ICSolutions (hereinafter referred to as "Contractor" or "Provider") whose principal place of business is located at 2200 Danbury Street, San Antonio, TX 78217.

1.0 DURATION OF AGREEMENT

The term of this Agreement is for a period of twelve (12) months and shall begin August 1, 2020 and shall end on July 31, 2021. This Agreement includes the option for two (2) one (1) year extensions.

2.0 SCOPE OF AGREEMENT

Contractor is required to provide Services as defined in the original contractual agreement (Attachment A).

**Location of Service Needs: Webb County Jail
1000 San Agustin Ave in Laredo, TX.**

3.0 FUNDING

Services are funded from the Department's general budget. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. This agreement does not follow the County's budget cycle. Therefore, this agreement shall be subject to annual appropriations and budget approval by the Webb County Commissioners Court.

4.0 INSURANCE AND LIABILITY

Shall remain the same as previously agreed.

5.0 OBSERVANCE OF LAWS, RULES, AND REGULATIONS

The Contractor shall at all times comply with all applicable laws, rules, regulations and order of the federal government, State of Texas regarding changes to fees for inmate phone calls.

6.0 ASSIGNMENT OF AGREEMENT

The services to be performed by the Contractor shall not be sold, assigned, sublet, or transferred nor shall the Contractor assign any monies due or to become due to him under any contract entered into with the Department pursuant to these specifications.

7.0 WAIVER OF BREACH OR OF VIOLATION OF PROVISIONS

The waiver by either party of a breach or violation of any provision of this agreement shall not be construed to be a waiver of any subsequent breach of the same or other provision hereof.

8.0 ENFORCEABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason such unenforceability shall not affect the remainder of this agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.

9.0 WRITING REQUIRED

It is understood and agreed that this writing and attachment represents the entire agreement of the parties and the terms and conditions may not be altered without an express written amendment signed by both parties. Failure to comply with this written agreement shall constitute good cause for a party to terminate this agreement.

10.0 VENUE

Any suit arising out of this Agreement shall be filed in the State of Texas, **Webb County**.

12.0 NOTICE

All notices, requests or other communications related to this Agreement shall be made in writing and may be given by: (a) depositing the same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or (b) delivering the same to the other party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States Mail. Parties may agree in writing to receive notice via email.

Webb County Jail
Re: Inmate Telephone System
902 Victoria
Laredo, Texas 78040

ICSolutions
Re: Webb County Jail
2200 Danbury Street
San Antonio, TX 78217

13.0 HIPAA REGULATIONS

N/A

14.0 CONFIDENTIALITY

Shall remain the same as found in attachment A

15.0 TEXAS CONTRACT REQUIREMENTS

Shall remain the same as found in attachment A

16.0 PAYMENT

Shall remain the same as found in attachment A and subject to the regulator changes in pricing requirements set by the Federal Government.

17.0 ALL OTHER TERMS AND CONDITIONS

All other terms and conditions not specifically addressed in this renewal agreement shall remain the same as found in Attachment A

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understand each and every provision hereof, the parties have executed this renewal Agreement on the date set forth above.

Webb County:

By: _____

Date: _____

**Inmate Calling Solutions, LLC
d/b/a ICSolutions:**



Brendan Philbin, Vice President

Date: 1/6/2021