

Reliance Telephone – Voice and Video Call Location Agreement

STATE OF **SOUTH DAKOTA**
COUNTY OF **HUGHES**

This Inmate Telephone Voice and Video Call Location Agreement made this the **6TH** day of **March, 2025** by and between, **HUGHES County**, hereinafter called CUSTOMER and Reliance Telephone of Grand Forks Incorporated, 1533 South 42nd Street, Grand Forks, ND 58201, hereinafter called SELLER, with the following terms and conditions.

(A) CUSTOMER, for and in consideration of the payments to be received as hereinafter set out and the services to be provided by SELLER, does hereby agree to allow SELLER access to locations upon and within the property known as **HUGHES COUNTY JAIL**, located in **PIERRE, SOUTH DAKOTA** and does hereby grant to SELLER, an exclusive right and license, for a term of (3) years for the purpose of installing and operating inmate telephones and other inmate devices using a graphical user interface. This Agreement shall be automatically renewed on the same terms and conditions for consecutive three (3) year periods, unless a notice is given by either party thirty (30) days prior to the renewal date. The effective start date shall be the install date of **1ST DAY OF APRIL, 2025**.

(B) SELLER shall pay CUSTOMER as per **allowed by the Federal Communications Commission, cost recovery fees, for safety and security measures required for the operation of the inmate telephones**, iPods, and iPads in return for the exclusive right to install and operate the inmate telephones and other inmate devices using a graphical user interface on the premises. Payments to CUSTOMER shall be on a monthly basis within thirty days after the end of each calendar month. The cost recovery fees for safety and security measures payment shall be as per the attached Schedule A. The calculation shall be based on the billed voice and video minutes sent from the facility.

(C) SELLER shall, at its sole expense, cause collections to be made from the inmate telephones and other inmate devices using a graphical user interface on a regular basis and shall provide CUSTOMER, a monthly billing report, certified by an officer of SELLER. Reports shall be in a form and contain sufficient information to allow CUSTOMER to reasonably monitor and calculate compensation due from SELLER under the terms of this agreement.

(D) CUSTOMER and SELLER hereby agree that: CUSTOMER shall notify SELLER of any malfunction or loss of inmate voice and video service and shall allow SELLER access to CUSTOMER'S place of business during normal business hours for inmate telephones and other inmate devices using a graphical user interface maintenance. SELLER shall promptly

repair or replace faulty equipment and otherwise assure inmate voice and video communications service is available at all times.

(E) CUSTOMER shall exercise reasonable care in preventing damage or destruction to the inmate telephones and other inmate devices using a graphical user interface installed under this Agreement but shall not be liable or responsible for such loss, damage, or destruction unless caused by the willful conduct of CUSTOMER.

(F) All inmate telephones and other inmate devices using a graphical user interface, shall be installed by SELLER at its expense. SELLER shall install inmate telephones and other inmate devices using a graphical user interface at locations specified by CUSTOMER.

(G) All inmate telephones and inmate devices using a graphical user interface and other equipment fixtures and supplies furnished by SELLER shall remain its property. Upon termination of the agreement SELLER shall have the right to enter upon the location to remove all of its property and shall do so upon request of CUSTOMER.

(H) Reliance *Relcore Analytical Software Tools* shall be provided free as part of this contract. These tools are used to manage all services and information provided by Reliance Telephone of Grand Forks Inc. and/or Reliance Systems Inc.

(I) CUSTOMER shall obtain all necessary and required approvals for validity and enforceability of this contract. Such approval shall be obtained prior to the installation date set forth in Paragraph (A) above.

(J) This is the sole Agreement between the parties hereto superseding all previous Agreements and shall bind the parties, their successors, and assigns. Each acknowledges the receipts and retention of a fully executed copy hereof.

EXECUTED this 6TH day of **March, 2025**, by the undersigned parties.

CUSTOMER: HUGHES COUNTY JAIL

BY _____

SELLER: Reliance Telephone of Grand Forks, Inc.

BY _____
Dave Hangsleben, President

Appendix A

Inmate Voice and Video Call Rates

Inmate Voice Calling

FCC Required Rate for Jails

Very Small (0-99) Inmate Population	\$0.12/minute
Small (100- 349)	\$0.09/minute

Inmate Video Calling

FCC Required Rate for Jails

Very Small (0-99) Inmate Population	\$0.14/minute
Small (100- 349)	\$0.25/minute

** Additional costs for taxes, Telcom Relay Service (TRS) and Federal Universal Service Fund (FUSF) shall be applied as required by law.*