

Reliance Systems - Inmate Text Message and Video Call Location Agreement

STATE OF (South Dakota)
COUNTY OF (Hughes)

(A) This Inmate Text Message and Video Call Location Agreement made this the 30th day of Jan, 2020 by and between, Hughes County hereinafter called LESSOR and Reliance Systems Incorporated with operations located at 1533 South 42nd Street, Grand Forks, ND 58201, hereinafter called LESSEE, with the following terms and conditions.

(B) LESSOR, for and in consideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as: Hughes County, Pierre, South Dakota and does hereby grant, an exclusive right and license, for a term of (5) years, to install and operate text message and video call devices to provide text message and video call services. This agreement shall be automatically renewed on the same terms and conditions for consecutive five (5) 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 26th, day of FEB 2020. 04

(C) LESSEE shall pay LESSOR a 35% cost recovery fee calculated from the gross revenue derived from the operation of the text messaging (\$0.09/text message) and video calling (0.25/minute), in return for the exclusive right to install and operate the text message and video equipment on the premises. Payments to LESSOR shall be on a monthly basis within thirty days after the end of each calendar month. Revenue from the rental of the inmate communication device is excluded from the cost recovery fees.

(D) LESSEE shall, at its sole expense, cause collections to be made from the text message and video call services. Lessee shall provide the ability for the LESSOR to monitor and review all communications leaving the jail. Lessee shall provide a detailed report of all of the text messages and video calls that are used to determine gross revenue.

(E) LESSOR and LESSEE hereby agree that: LESSOR shall notify LESSEE of any malfunction or loss of communications and shall allow LESSEE access to LESSOR'S place of business during normal business hours for repair and maintenance. LESSEE shall promptly repair or replace faulty equipment and otherwise assure text message and video call services are available at all times.

(F) LESSOR shall exercise reasonable care in preventing damage or destruction to equipment installed and provided under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by the willful misconduct of LESSOR.

(G) LESSEE is responsible for installation of all equipment, software and training at no cost to the county. ~~All equipment, supplies and software furnished remains the property of the LESSEE.~~

(H) 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 receipt and retention of a fully executed copy hereof.

LESSOR: Hughes County, South Dakota

BY Darin Johnson

LESSEE: Reliance Systems Incorporated.

BY Dave Hangsleben

Dave Hangsleben, President

Reliance Telephone - Phone/iPod/iPad Voice call Location Agreement

STATE OF (South Dakota)

COUNTY OF (Hughes)

This Inmate Telephone/iPod/iPad Location Agreement made this the 30th day of Jan, 2020 by and between, Hughes County a body corporate and political, Pierre, South Dakota hereinafter called LESSOR and Reliance Telephone of Grand Forks Incorporated, 1533 South 42nd Street, Grand Forks, ND 58201, hereinafter called LESSEE, on the following terms and conditions.

(A) LESSOR, for and inconsideration of the rent hereinafter set out and service provided by LESSEE, does hereby lease to said LESSEE locations upon and within the property known as Hughes County, a body corporate and political Pierre, South Dakota and does hereby grant, an exclusive right and license, for a term of (5) 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 five (5) 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 26th, day of FEB 2020. 04

(B) LESSEE shall pay LESSOR a percentage of the gross revenue derived from 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 LESSOR shall be on a monthly basis within thirty days after the end of each calendar month. The commission payment shall be as per the attached schedule. Gross revenue shall include all of the revenue generated from the actual voice only communication traffic from the facility.

(C) LESSEE 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 LESSOR, a monthly billing and collection report, certified by an officer of LESSEE. Reports shall be in a form and contain sufficient information to allow LESSOR to reasonably monitor and calculate compensation due from LESSEE under the terms of this Agreement.

(D) LESSOR and LESSEE hereby agree that: LESSOR shall notify LESSEE of any malfunction of loss if inmate voice only service and shall allow LESSEE access to LESSOR'S place of business during normal business hours for inmate telephones and other inmate devices using a graphical user interface maintenance. Lessee shall promptly repair or replace faulty equipment and otherwise assure inmate voice only communications service is available at all times.

(E) LESSOR 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 LESSOR.

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

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

(H) Reliance Relcore Analytical Software Tools shall be provided as part of this contract for any services provided by Reliance Telephone of Grand Forks Inc. or Reliance Systems Inc.

(I) 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 30th day of Jan, 2020, by the undersigned parties.

LESSOR: Hughes County, South Dakota

BY



Darin Johnson

LESSEE: Reliance Telephone of Grand Forks, Inc.

BY



Dave Hangsleben, President