

REGULAR AGENDA**AGENDA ITEM 17**

Discuss and consider preliminary plat approval of G&W Rush Addition. Pct. #4

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve the preliminary plat of G&W Rush Addition. Pct. #4

Vote: 4 - 1. **Commissioner Hays opposed.**

AGENDA ITEM 18

Hear presentation from Attorney General's Office on an Automated Victim Notification System.

Linda Kaderka, Director of Victim Services for the Sheriff's Office, discussed the County's participation in the Texas VINE (Victim Information and Notification Everyday). She introduced Joe Royame from Appriss, Inc., who is working with the Attorney General's Office in implementing the program. Mr. Royame explained the VINE program. Ms. Kaderka is holding a meeting on Wednesday, August 13, where Mr. Royame will be available to answer any questions regarding VINE.

AGENDA ITEM 19

Consider authorizing advertising and setting date of September 3, 2003 at 2:00 p.m. in the Auditor's office to receive bids for 2003 Paving Improvements for Precinct 2.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize the advertising and setting the date of September 3, 2003 at 2:00 p.m. in the Auditor's office to receive bids for 2003 Paving Improvements for Precinct 2.

Vote: 5 - 0

AGENDA ITEM 20

Consider authorizing advertising and setting date of September 10, 2003 at 2:00 p.m. in the Commissioner's Courtroom to receive annual bids for the County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize the advertising and setting the date of September 10, 2003 at 2:00 p.m. in the Commissioner's Courtroom to receive annual bids for the County.

Vote: 5 - 0

AGENDA ITEM 21

Discuss and consider approving amended contract with Evercom for inmate telephone services.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the amended contract with Evercom for inmate telephone services.

Vote: 5 - 0

<Attachment>



FIRST SUPPLEMENT TO INMATE PAY TELEPHONE AGREEMENT

THIS FIRST SUPPLEMENT TO THE INMATE TELEPHONE SYSTEM AGREEMENT dated April 24th 2001 is entered into effect as of the _____ day of _____ 2003 by and between Evercom Systems, Inc. (Evercom) and Williamson County Sheriff's Office, Texas (collectively, the "County").

WHEREAS, Evercom and Williamson County desire to supplement the Agreement dated April 24, 2001 as herein set forth.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto supplement the Agreement as follows:

1. The initial term of the agreement will be extended for two (2) years with a new expiration date of **April 24, 2006**. The commission will increase from fifty percent (50%) to fifty two percent (52%) of the gross revenues when inmates occupy the new addition.
2. Evercom will move and upgrade the existing inmate Call Applications Manager (CAM) and install additional inmate phones required with cut off switches in the new addition. Evercom will also supply an additional 24 Advanced Intelligent Tapes (AIT).
3. Evercom will provide \$1,500.00 in Prepaid Inmate Calling Cards upon execution of this supplement to the agreement.

Evercom Systems, Inc.
8201 Tristar Drive
Irving, Texas

Signed: _____

Name: J. Doug Simpson

Title: Vice President-Sales (West Region)

Date: 8/11/03

Williamson County
710 Main Street
Georgetown, Texas 78626

Signed: _____

Name: John C. Doerfler

Title: County Judge

Date: 8-12-03

EVERCOM
INMATE PAY TELEPHONE AGREEMENT

This Inmate Pay Telephone Agreement (the "Agreement") is made as of the 21st day of April 2001 by and between Williamson County Sheriff's Office ("Customer") located at 508 Rock Street, Georgetown, Texas 78626 and Evercom Systems, Inc. ("Evercom") located at 8201 Tristar Drive, Irving, Texas 75063.

1. **Utilization of Facility.** The Customer, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by Evercom, grants Evercom the exclusive right and license to install and maintain an Inmate Telecommunications System governing all inmate calls, including local and long distance traffic for collect calling and potentially debit calling, and inter-related hardware and software, (collectively "Evercom Equipment") within all pre-existing and future jail and/or detention facilities (collectively the "Facility"), and hereby releases the Facility for that purpose, upon the terms and conditions set forth in this Agreement. The Customer covenants and agrees to make the Facility available to Evercom for complete installation and operation of the Equipment. Evercom will install the CAM System with monitoring and recording, one workstation and will include 12 AIT tapes.

2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, Evercom agrees to pay the Customer fifty percent (50%) of the gross revenue from use of the Equipment through all collect calls billed by inmates within the Facility (the "Commission"). "Gross Revenue" shall mean the gross billable (local and long distance calls billed via a local exchange carrier) revenue. The Commission shall be paid to the Customer on a monthly basis, as set forth in Section 3 below.

The Customer herein agrees that any current or future use of prepaid calling services (Debit), will be covered by a separate Letter Of Agreement.

3. **Payment and Accounting.** Evercom agrees to pay the Customer the Commission on a monthly basis. The commissions shall be paid no later than sixty days following the month in which revenues were generated from the Equipment during the term of this Agreement. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by Evercom within sixty days of mailing of the Commission payment to Customer by Evercom. *If the Customer wishes the Commission to be remitted to an address that is different than the address listed at the top of this page, please advise in writing.*

4. **Maintenance and Repair.** During the term of this Agreement, Evercom will repair and maintain the Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense, all such maintenance shall be conducted in a timely manner, (usually within 24 hours). The Customer shall permit employees or contractors of Evercom reasonable access to the Facility in order to service, repair and maintain the Equipment. The Customer shall notify Evercom of any misuse, destruction, damage or vandalism to the Equipment, as soon as practicable after ascertaining the same. Evercom, by providing equipment or service from third party vendors makes no representation or warranty with respect to such service or equipment and, unless expressly stated herein, makes no commitment to maintain or service such equipment hereafter, all such arrangements should be made by Customer and third party vendor.

5. **Liability Insurance.** Evercom agrees to maintain comprehensive general liability insurance coverage having limits of not less than \$1,000,000.00 in the aggregate. The Customer agrees to provide Evercom with reasonable and timely notice of any claim, demand or cause of action made or brought against the Customer arising out of, or related to, the utilization of the Equipment. Evercom shall have the right to defend any such claim, demand or cause of action at its sole cost and expense and within its sole and exclusive discretion. The Customer agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Equipment without the prior written consent of Evercom. In no event shall the Customer be liable for any damage or destruction to any item of the Equipment.

6. **Term of Agreement.** The obligations of the parties under this Agreement are effective as of the date hereof, but the term of this Agreement shall commence upon the date of execution (the "Commencement Date"). This Agreement shall remain in force and effective for three (3) years from the Commencement Date, hereafter known as the initial term which shall have an expiration date of until 4-24-04. Unless canceled by written notice delivered to either party at least ninety (90) days prior to the termination of the initial term, this Agreement shall automatically renew for an additional term of one year upon the same terms and conditions as set forth herein. If, because of strikes, riots, wars or for any other reason, business operations at the Facility shall be interrupted for periods of time other than as is customary for operations conducted at the Facility, the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such extraordinary interruption or stoppage of business operations.

7. **Event of Default, Termination of Agreement.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of the notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law

8201 Tristar Drive, Irving, TX 75063

972.988.3737
DIRECT

972.988.3774
FACSIMILE

or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such causes of no-performance. In the event any governmental tariff or regulation prevents Evercom from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then Evercom, at its sole discretion, may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow Evercom access to the facility in order to remove the Equipment. Evercom agrees to remove the Equipment within thirty days after termination of this Agreement.

8. **Authority.** Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Equipment.

9. **Notices.** Any notice or demand under the terms of this Agreement or under any statute made by either party shall be in writing and shall be given or made by mail, postage prepaid, addressed to the respective party as listed on signature page of this agreement.

10. **Miscellaneous.**

A. This Agreement shall be construed under and is enforceable under the laws of the state of Texas.

B. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

C. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

D. This Agreement shall be binding upon and inure to the benefit of Evercom and the Customer, and their respective successors and assigns.

E. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire Agreement of the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

F. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties.

G. Evercom, at its sole cost and expense shall secure the state, county or federal governmental authority licenses required for the provision of services contemplated in this Agreement.

H. During the term of this agreement, the Equipment installed in the facility pursuant to this Agreement shall remain the sole and exclusive property of Evercom.

EXECUTED as of the date and year signed below:

Evercom Systems, Inc.

By: [Signature]
Name: Sandy Vaeillo
Title: President
Date: 4-26-01

Williamson County Sheriff's Office

By: [Signature]
Name: John C. Daefler
Title: County Judge
Date: 4-24-01

AGENDA ITEM 22

Consider approving the equipment list for the Law Enforcement Block Grant for 2003.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the equipment list for the Law Enforcement Block Grant for 2003.

Vote: **5 - 0**

<Attachment>



MEMORANDUM

Williamson County Sheriff's Office
Administration

TO: Judge John Doerfler
FROM: John A. Maspero, Sheriff
DATE: August 7, 2003
SUBJECT: Commissioners Court Agenda

I respectfully request to seek the approval of the Commissioners' Court to have the following item placed on the agenda:

To approve the equipment list for the Law Enforcement Block Grant for 2003. The list is attached.

Thank you for your attention,

John A. Maspero
Sheriff