



# Ottawa County

Fiscal Services Department – Purchasing  
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460  
[purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org)

Phone 616-738-4855  
E-mail:

## SMART COMMUNICATIONS / OTTAWA COUNTY AGREEMENT EXHIBIT B: COMPENSATION

In consideration of the mutual agreement set forth, Smart Communications and the County of Ottawa agree to the following:

### Telecommunications – Inmate Telephone System

1. Smart Communications shall establish rates for telephone services set forth below:

INMATE TELEPHONE SYSTEM (ITS) PER MINUTE CALL RATES				
Call Type	Surcharge	Collect	PrePaid Collect	PrePaid Debit
Local	N/A	\$0.16	\$0.16	\$0.16
IntraLATA	N/A	\$0.16	\$0.16	\$0.16
InterLATA	N/A	\$0.16	\$0.16	\$0.16
Interstate	N/A	\$0.16	\$0.16	\$0.16
International	N/A	\$0.16	\$0.16	\$0.16
Inbound Voicemail	\$1.00	N/A	N/A	N/A

2. Smart Communications shall make monthly commission payments to the County in the amount of ninety percent (90%) of revenues generated from all phones calls made on its Inmate Telephone System, regardless of call type or call rate. Smart Communications shall also pay County one hundred percent (100%) of revenues from inbound voicemail.
3. Smart Communications shall service and maintain its telephone system and terminals at Smart Communications' expense, expect as otherwise agreed upon.

### Tablets

4. The SmartTablet system and its entire supporting infrastructure are provided at no cost to the County and inmates.
5. Smart Communications will provide at no cost to County the labor for installation of the SmartInmate electronic messaging system. Smart Communication will provide at no cost to County the labor, hardware, and software needed for the continued

operating, maintaining, and networking of the electronic messaging system.

6. Smart Communications is responsible for all costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the County's facility.
7. Smart Communications will provide each inmate at County's facility with credits for eight (8) messages per week at no charge, to satisfy the needs of indigent inmates.
8. Electronic Messaging. Each email message is billed at fifty cents (\$0.50), which corresponds to 50 credits.
9. Photo Delivery Service. Each approved photo is billed at one dollar (\$1.00), which corresponds to 100 credits.
10. Smart Communications shall pay County a commission in the amount of ten percent (10%) of the revenue collected from use of its electronic messaging.
11. Smart Communications shall provide access via the SmartTablet to a law library at no cost.
12. Smart Communications shall provide access to its SmartEntertainment platform via SmartTablet for streaming basic content (free) and premium content (at a rate of one cent (\$0.01) per minute). Smart Communications shall pay County a commission in the amount of fifty percent (50%) for premium content.
13. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new SmartTablet. Smart Communications will provide pickup and delivery of malfunctioning and replacement SmartTablets at no charge to the County.

## **Video**

14. Smart Communications will provide at no cost to County onsite video visitation (public) kiosks and/or lobby kiosks in the quantity and at locations agreed by the Parties.
15. Smart Communications will provide at no cost to County the labor, hardware, and software needed for the continued operating maintaining, and networking of the video visitation system, including any public or lobby kiosks.
16. Smart Communications is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at the County's Facility.
17. Remote video visitation will be billed at twenty cents (\$0.20) per minute, unless mutually agreed upon by both parties. Onsite video visitation will be provided at no

cost.

18. Smart Communications shall pay County a commission in the amount of fifty percent (50%) of the revenue collected from use of its remote video visitation system.

#### **MailGuard Postal Mail Elimination System**

19. Smart Communications shall provide its patented MailGuard Postal Mail Elimination system as no cost to County.
20. Smart Communications shall be solely responsible for the cost(s) of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.
21. Smart Communications shall provide all equipment and support services to operate the MailGuard system and transmit incoming routine postal mail into an electronic document to be delivered to inmate on the SmartTablets at no cost to customer.

#### **MailGuard Legal System**

22. Smart Communications will install and maintain its proprietary software and the additional infrastructure necessary to operate its MailGuard Legal system at no cost to County.

#### **Additional Commissions and Payments**

23. Starting the first month after Smart Communication's system and services are installed and live, Smart Communications will pay County said commission payments on or before the 30<sup>th</sup> day of the month. Smart Communications shall pay commissions to County on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which services are provided.
24. Smart Communications shall pay Customer upfront technology grant in the amount of twenty-five thousand dollars (\$25,000) within ten (10) days of signing this Agreement.
25. Smart Communications shall provide at no cost to the Customer and Inmate electronic general and medical requests as well as electronic grievance form via the SmartTablet.
26. At County's request, Smart Communications will host Customer's commissary vendor's menu on Smart Communications' system, at no cost to County.
27. At County's request, Smart Communications will integrate with Customer's jail management system (JMS) at no cost to customer.
28. Upon installation of the Smart Communications' system, Smart Communications shall provide County staff with extensive training for all services and features available to

County pursuant to this Agreement. In addition, Smart Communications will provide refresher or new training sessions to County staff as necessary, including as new staff is hired by County, at no cost.