

August 3, 2016

Comal County Sheriff's Office
3005 W San Antonio
New Braunfels, Texas 78130

RE: KCN Deposit Services: Letter of Understanding – **Armored Car Service**

This letter serves to outline the responsibilities of both Keefe Commissary Network (KCN) and Comal County, Texas, on behalf of **the Comal County Sheriff's Office (Client)** with regard to deposit services. Due to the complexity of accepting/transferring funds, we have described this service in greater detail below.

1. **Payment Methods.** KCN shall support the following "Payment Methods" for facilitating deposits into Inmate Accounts:
 - a. ***Online Website.*** Described as, any public or personal computer user shall have the ability to visit a website to make deposits using any card carrying the MasterCard or Visa logo.
 - b. ***Call Center.*** Described as, any personal or public phone user shall have the ability to call a toll-free number to make deposits using any card carrying the MasterCard or Visa logo.
 - c. ***Facility-Based Kiosk.*** Described as, users may use a payment processing machine installed in a public area of the facility to make deposits using cash or any card carrying the MasterCard or Visa logo.
2. **Responsibilities of KCN.**
 - a. KCN shall receive payments from the public, directed to inmates of Client via the KCN electronic payment service.
 - b. KCN will transfer payment files to Client on a daily basis. KCN will deliver payments to Client by the second business day following (but not including) the day of the transaction by means of an Electronic Funds Transfer ("EFT") to Client's designated bank account.
 - c. KCN shall provide Client with daily payment information via the KCN Client interface.
 - d. KCN shall be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of KCN's failure to timely transmit any payment to Client.
 - e. KCN shall provide sufficient promotional material to be posted in each housing and public area of Client.
 - f. KCN agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of our Agreement and/or its negligence in the performance of its duties hereunder.
 - g. KCN will contract with a third-party armored car service to remove cash from the lobby kiosk, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
3. **Responsibilities of the Client.**
 - a. Client will provide any labor for and will guarantee the workmanship of the installation of a lobby kiosk including but not limited to material handling within the facility (i.e. drilling holes for the kiosk mount) and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Client's location.
 - b. Client will provide KCN with the required bank account information for transmission of an Electronic Funds Transfer ("EFT"). Client agrees to notify KCN, in writing, giving fourteen (14) days notice, of any changes to the bank account information.
 - c. Client will, upon receipt of written/documented proof of overpayment, promptly refund any overpayment made by KCN, for any reason. This is to include duplicate payments, payments refunded to Customers by KCN and any incorrect payments. At KCN's option and in lieu of foregoing, KCN may offset any such overpayments from future payment amounts transmitted by KCN to Client and notify Client of any such offset.
 - d. Client will not accept deposits designated for inmate trust fund accounts from depositors at the Client's facility upon implementation of this service. Client will close any window used for deposit collection within 60 days of kiosk implementation.
 - e. Client will promptly report receipt of each payment to the designated inmate in accordance with Client policy.
 - f. Client will be responsible for resolving any inquiries or complaints arising from Client's failure to promptly and properly credit the inmate's account.
 - g. Client agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of our Agreement and/or its negligence in the performance of its duties hereunder.
4. **Fees and Charges.** KCN shall apply "Service Fees" to all payments in accordance with the fee structure located in Attachment A. All fees shall be assessed to the depositor.

5. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own federal, state and/or local taxes associated with the deposit services.
6. **Kiosk Equipment.** Upon expiration or termination of these services, Client agrees that all equipment and materials remain the property of KCN.
7. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt Notice of any such disclosure.
8. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations.
9. **Fiduciary Responsibility.** Once funds are received by the Client from KCN, via EFT for Online Website, Call Center, and Facility-Based Kiosk, Client agrees that it shall, to the full extent allowed by law, assume all liability for any mishandling of funds or for any losses associated with any funds coming into Client's possession expressly attributed to an inmate account deposit.
10. **Fraudulent Deposits.** KCN reserves the right to refuse deposits for inmates who have received deposits with credit/debit cards used without permission or from credit/debit cards reported as stolen.
11. **Insufficient Usage.** KCN reserves the right to remove or relocate any kiosk that, in KCN's reasonable discretion, has been, or may become, the subject of insufficient usage. KCN shall notify the client in writing of its intention to remove or relocate a kiosk at least thirty (30) days prior to such action.
12. **Immunity.** No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the Client and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the Client and/or its elected officials, officers, employees and agents under Federal or Texas law.

If you have questions or concerns on the above, please contact me at **214-392-7248**. We look forward to being your deposit services provider.

Sincerely,

Blake Taylor
Keefe Account Manager

Comal County, Texas

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A
Fee Schedule

FEE STRUCTURE				
Gross Amount Deposited	Web	Phone	Credit at Kiosk	Cash at Kiosk
\$0.01 - \$19.99	\$2.95	\$3.95	\$4.00	\$4.00
\$20.00 - \$99.99	\$5.95	\$6.95	\$4.00	\$4.00
\$100.00 - \$199.99	\$7.95	\$8.95	\$4.00	\$4.00
\$200.00 - \$300.00	\$9.95	\$10.95	\$4.00	\$4.00

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