MEMORANDUM OF UNDERSTANDING
Between
PINAL COUNTY AND VIAPATH TECHNOLOGIES, A GLOBAL TEL LINK COMPANY

This Memorandum of Understanding ("MOU") is entered into as of (October 30, 2024), pursuant to Contract 244129RFP by and between Pinal County ("COUNTY") and Viapath Technologies a Global Tel Link Company ("VIAPATH").

Whereas, VIAPATH was awarded the Inmate Communications Project (244129RFP);

Whereas, VIAPATH seeks permission to use existing County Owned multimode fiber paths as a means to connect their network infrastructure;

Whereas, this MOU aims to emphasize the understanding that VIAPATH may utilize certain existing, COUNTY owned fiber paths during certain specified periods of time;

NOW, THEREFORE, the parties agree as follows:

A. COUNTY agrees to grant VIAPATH temporary access and usage of the following fiber resources:
    a. 3U rack space in IC20 with 3 pairs of multimode fiber from IC20 to J 803 (2nd floor mezzanine);
    b. 1 pair of single mode fiber from IC20 to JDC, Then from JDC IDF 1028A (Training Building) and 3U of rack space;
    c. 1 pair of multimode fiber from IC20 to IC46, Then from IC46 to ID50 and 3U of rack space;
    d. 2 pairs of multimode fiber from the 2nd floor mezzanine to the first floor mezzanine and 3U of rack space;
    e. 1 pair of multimode fiber from the 1st floor mezzanine to the 3rd floor mezzanine and 3U of rack space;
B. VIAPATH acknowledges that if the COUNTY needs to utilize any of the prescribed fiber paths that VIAPATH will surrender usage immediately;
C. VIAPATH agrees to notify COUNTY if any upgrades or additional equipment is going to be installed in the allowed locations;
D. VIAPATH understands the approved route and quantities of stands available to them outlined above;
E. VIAPATH understands that Securus Technologies is utilizing portions of the above resources and they will not be able to get full access until VIAPATH successfully cuts over their product so Securus can terminate their services.
F. Each party agrees to give advanced notice for planned or scheduled maintenance.
G. If any additional rack space is needed VIAPATH will need to communicate what is needed and COUNTY will evaluate their request;
H. VIAPATH understands that they have six months from signing this agreement to install and cutover a fiber infrastructure to be in compliance with the terms of original contract (Scope of Work, Term# 5.3.6.6);
I. If VIAPATH elects to discontinue the use of the fiber resources, it shall provide advanced notice to COUNTY.

DATE: _____, 2024

PINAL COUNTY
BOARD OF SUPERVISORS

_____
Chairman

PINAL COUNTY IT DEPARTMENT

PINAL COUNTY SHERIFF'S OFFICE

ATTEST:

_____
Clerk of the Board

APPROVED AS TO FORM AND AUTHORITY:

_____
Deputy County Attorney

DATE: _____, 2024

VIAPATH
TECHNOLOGIES

_____
_____

ATTEST:

_____