



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement

Combined Public Communications, LLC (hereafter "CPC"), with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and Logan County Sheriff's Office (hereafter "Customer") with its principle place of business at 110 N. Riverview Rd, Sterling, CO 80751 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit CPC to install the Inmate Telecommunications System (hereafter "ITS") that will process pre-paid calls, including local and long-distance traffic, and associated hardware and software within all pre-existing and future jail and / or detention facilities. CPC shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, mail scanning and video. CPC and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

CPC Equipment:

The ITS and all associated equipment installed under this agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of the system and associated equipment. Customer will not use the ITS for Customer's business purposes nor list or advertise in any manner the telephone numbers of the ITS without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will provide Customer with password protected access to the ITS, allowing Customer's staff to monitor and record calls and run call detail reports. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Service Agreement:

All service and maintenance of the ITS will be the sole responsibility of CPC.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes and any other inmate communication services to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

Agreement Term:

This agreement will remain in force and effective for twelve (12) months from the Commencement Date with an additional three (3) one (1) year terms available unless written notice delivered to either party at least ninety (90) days prior to the initial term or any renewal term of this Agreement.



Commission:

Commission is paid monthly to the Customer based upon total talk time usage and is agreed as follows:

Prepaid Calling: Fifty percent (50%) of talk time used; this includes direct pay and all prepaid revenue streams which include: prepaid talk time sold over the phone from CPC's customer service center, prepaid talk time sold through the web site www.inmatesales.com, prepaid PIN debit from a KIOSK, prepaid calling cards sold from the jail commissary, a vending machine or KIOSK, and inmate voicemail.

In-Pod Kiosk Solution:

See Attachment A – CPC-View

Automated Public Information System (APIS)

See Attachment B – for information related to CPC and Customer responsibilities for the APIS.

Additional Investigative Tools

The CPC investigator's Toolbox (CPC-ITB) is a feature that can be added to Customer's installed ITS solution. Customer should initial one of the following options regarding this technology:

Option 1: Customer would like to utilize the CPC-ITB program. A non-commissionable one cent (\$0.01) will be added to the current calling rate and go towards funding this platform in its entirety.

Option 2: Customer is not interested in using the CPC Investigator's Toolbox.

Courtesy Calling Cards:

As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of complementary calling cards will be allocated monthly and based upon the average number of bookings per month; the complementary calling cards may be adjusted at CPC's discretion, depending upon the jail's needs.

Courtesy Non-Coin Phones for Release:

CPC will provide up to three (3) non-coin phones allowing released individuals to place a five (5) minute free local phone call to secure transportation.

Pin Debit Transfers:

Customer may ask CPC to interface with Customer's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with CPC. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by Customer. At the time an inmate initiates a transfer to Vendor to purchase prepaid phone time, CPC's system will recognize the prepaid purchase, but Customer will continue to hold the cash deposit. At the end of each month, CPC will invoice Customer for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

Customer agrees that payment terms for this invoice will be "due upon receipt" and will be paid to CPC directly from the commissary trust fund. Additionally, at the request of CPC, Customer agrees to work with CPC to establish a direct ACH transfer to transfer money from the commissary trust account to CPC for the total amount of commissary pin debit transfers. In the event that an invoice remains unpaid for greater than 30 days, CPC, in its sole discretion, may withhold payment of any commissions or other payments due to Customer until the past due invoice has been paid. Customer explicitly agrees that non-payment of commissions or other payments due to past due invoices does not constitute a breach of the Agreement.



Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage. Additionally, total phone usage will be adjusted for false phone time usage resulting from chargeback deposits.

Calling Rates:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the customer.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the ITS or associated equipment unless such damage is the result of negligence of CPC agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CPC will have no liability for the content of recordings stored on behalf of the Customer.

Indemnification:

As further consideration for this agreement for installation of inmate telephones in the jail, CPC hereby agrees to indemnify and hold harmless the Customer in any and all claims arising by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this agreement, this Agreement shall, at the option of either party, be subject to re-negotiation between the parties.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer.

Uncontrollable Circumstances:

CPC reserves the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

Maintenance and Repair:

CPC may remove or replace the ITS or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number of inmate telephones at the premise when, in CPC's judgment, the revenue generated by the existing inmate telephones warrants such adjustments.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to the defaulting party of said failure is given. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CPC 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 CPC access to the facility in order to remove all equipment, including but not limited to inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty days after termination of this Agreement.



Resolution of Disputes:

Any and all disputes arising under this agreement shall be brought in a court of appropriate venue and competent jurisdiction.

Authority to Represent:

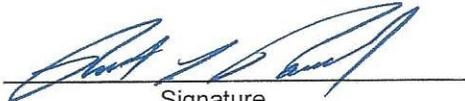
Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. Furthermore, signing this document confirms to CPC that the detention facility described herein is not under a contract with any other inmate telephone provider. The undersigned has the authority and hereby directs CPC to install their inmate telephone system. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the ___ day of _____, _____ (the Commencement Date¹). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 30th day of December, 2019.

Customer

CPC


Signature


Signature

Beert L. Powell SHERIFF
Print Name and Title

Timothy J. Murphy - RSVP
Print Name and Title

¹ Commencement Date will be filled in to match date of complete installation and activation of the inmate telephone system.



Call Rates

Prepaid calling within the U.S.	\$0.20 per minute
Prepaid International Calling	Begins @ \$1.00 per minute, a list of countries and costs will be supplied to customer

Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Attachment A – CPC View Responsibilities

WHEREAS, this Attachment relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the Logan County Sheriff's Office (hereafter "Customer").

Equipment

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to ten (10) In-Pod View Units, two (2) Visitor View Units, twelve (12) stools, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

Features

In-pod kiosk functionality can include remote video visitation, onsite video visitation, electronic grievances, messaging, jail handbook, commissary ordering and PREA policy with reporting. Customer should check all features that will be utilized on the kiosk:

Check - Yes	Available Feature
X	Remote Video Visitation - \$.20/min
X	Onsite Video Visitation
	Email - \$.50/email
	Electronic grievances
	Jail Handbook
	PREA Policy Reporting
	Commissary Ordering – if available
X	Law Library Access – See associated cost below

Commission

As additional compensation, CPC will provide ten percent (10%) commission on remote video visitation and email usage. The rates and commission will be as follows:

Feature	Rate	Commission
Remote Video Visitation	\$0.20/min	10%
Email	\$0.50/email	10%



CPC Responsibilities

CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

Customer Responsibilities:

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

Remote Video Visitation Storage

CPC will store remote video visits for ninety (90) days.

Fast Case Law Library

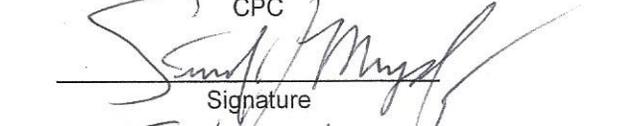
CPC will provide the Customer access to Fast Case Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of eighty-six (86) inmates at one dollar (\$1.00) per inmate per month for a total of eighty-six dollars (\$86.00) per month. The yearly Service fee will be deducted from the customer's monthly commission. This Service is subject to a monthly commission deduction on an annual basis. This service is subject to an annual ADP adjustment and will automatically renew on an annual basis. Customer should initial one of the following options regarding this technology:

Option 1: Customer would like to utilize this Service.

Option 2: Customer is not interested in utilizing this Service.

Customer

Signature
BRETT L. POWELL SHERIFF
Print Name and Title
12/30/2019
Date

CPC

Signature
Timothy J. Murphy - RSVP
Print Name and Title
12/30/2019
Date



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Attachment B- CPC Automated Public Information System (APIS)

WHEREAS, this Attachment relates to the Inmate Telecommunications General Service Agreement originally entered into by Combined Public Communications, LLC (hereafter "CPC"), and the Logan County Sheriff's Office (hereafter "Customer").

Customer Responsibilities:

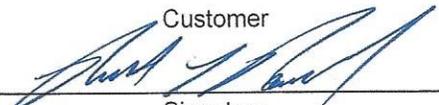
Customer understands that CPC will need information from the JMS. This information includes inmate data, which is permanent ID number, full name, date of birth, and location in the facility. Also, bond and charge information for each inmate. This will be provided free of charge from the JMS to CPC using CPC's web services set of API's. Documentation for the API's will be provided by CPC to the JMS company upon execution of this agreement. It is the responsibility of the JMS company to work with CPC free of charge to provide CPC all data required for this system to work. The Customer will be required to approve and sign the APIS script before the APIS can be implemented.

APIS Pricing

The CPC Automated Public Information System (APIS) can be provided to the Customer at a cost of twenty-five cents (\$0.25) per inmate per month, with a monthly minimum of \$25.00. The commission deduction is subject to adjustment, to reflect fluctuations in ADP. Customer should initial one of the following options regarding this technology.

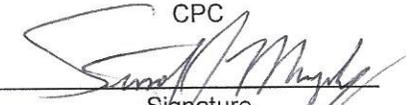
Option 1: Customer would like to utilize CPC's APIS program.

Option 2: Customer is not interested in using CPC's APIS program.

Customer

Signature

Brett L. Powell Sheriff
Print Name and Title

12/30/2019
Date

CPC

Signature

Timothy J. Murphy - RSWA
Print Name and Title

12/30/2019
Date



LETTER OF AGENCY

This Letter of Agency (LOA) dated 12/30/2019 between the LOGAN County Sheriff "Customer" and Combined Public Communications (CPC) LLC., hereby grants CPC LLC. the authority to act as Customer's Agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: CPC LLC., PO Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider (PSP) to forward to CPC LLC. at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC LLC. to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address: 110 N. RiverView Rd.
Sterling, CO
80751

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

_____	_____ Combined Public Communications _____
(Location Name)	
Customer Signature: <u>[Signature]</u>	Agent Signature: <u>[Signature]</u>
Customer Name: <u>BRETT L. POWELL</u>	Agent Name: <u>Timothy J. Murphy</u>
Customer Title: <u>SHERIFF</u>	Agent Title: <u>Regional Sales Vice President</u>
Date: <u>12/30/2019</u>	Date: <u>12/30/2019</u>



Inmate Telecommunications General Service Agreement – ACH Form

CPC can commission as an ACH (Automated Clearing House) transaction. Please check the appropriate box and fill out the corresponding information.

Issue ACH payments to the information below:

ACH Information:

Customer Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

E-Mail Address: _____

Banking Information:

Customer's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: _____

ABA Routing #: _____ Account #: _____

Account Type (please check only one) Checking Savings

Customer's Authorization:

Please sign below to confirm that you are authorizing CPC to begin transferring payments for your invoices to the account mentioned above.

Signature Title

Phone Number Date

Issue commission as a check to the address listed below:

Commission check made out to:

Customer Name: Logan County Sheriff's Office

Remittance Address: 110 N. Riverview Road

Remittance City: Sterling State: CO Zip Code: 80751

Contact Name: Kris Borkhoff Phone #: 970-522-2578 ext. 3450

[Signature] _____
Signature Title
SHERIFF