



**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 the Lewis County Sheriff's Department (hereafter "Customer") with its principle place of business at 437 Swan Avenue in Hohenwald, TN 38001 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 pre-existing and/or future jail / detention facilities 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 forty-eight (48) months from the Commencement Date. Unless written notice delivered to either party at least ninety (90) days prior to the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term upon the same terms and conditions as set forth herein.



**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](http://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. Additionally, any new prepaid calling revenue will be paid out in commission throughout the life of the Agreement.

**In-Pod Kiosk Solution**

At no cost to County, CPC will provide, install, and maintain an in-pod kiosk solution in the current facility that includes up to five (5) in-pod kiosks, two (2) visitor terminals, one (1) server, and required bandwidth. The equipment will remain the property of CPC at all times. In-pod kiosk functionality will include remote video visitation, onsite video visitation, electronic grievances, messaging, jail handbook, and PREA policy with reporting.

CPC understands that Customer is building a new facility. At no cost, CPC will work with Customer, Project Architect, and Construction Management Company as needed to ensure that the approved construction plans meet the data and power requirements for the proposed telephones and in-pod kiosk solution to be provided by CPC. Customer understands that they are responsible for all costs associated with 110 VAC power and required conduit for all low voltage / data locations and pull strings. CPC will only act as a consultant during this planning phase if involved prior to approved drawings.

At no cost to County, CPC will provide, install, and maintain an in-pod kiosk solution, upon completion of the new facility, that includes the required number of terminals and one (1) server. The equipment will remain the property of CPC at all times. In-pod kiosk functionality will include remote video visitation, onsite video visitation, electronic grievances, messaging, jail handbook, and PREA policy with reporting.

**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.

**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.

**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 1<sup>st</sup> day of July, 2019 (the Commencement Date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 18<sup>th</sup> day of September, 2018.

Customer

CPC

Wayne Kilpatrick  
Signature

Joe Steelman  
Signature

Wayne Kilpatrick  
Print Name and Title

Joe Steelman  
Print Name and Title

Lewis Co. Sheriff

Regional Sales Manager