



**Combined Public Communications, LLC**  
*Inmate Communications General Service Agreement ("Agreement")*

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Combined Public Communications, LLC ("CPC"), with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Lapeer County Sheriff's Office ("Customer") with its principal place of business at 3231 John Conley Drive, Lapeer, MI 48446 agree as follows:

**Exclusive Agreement**

CPC provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit CPC to install the products and services described herein (hereinafter referred to as the "Offering"). CPC shall be the exclusive provider of the Offering, including all 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, 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, with the exception of occasional use of Zoom booth for "special" visitation sessions.

**Interface Requirements**

CPC products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, CPC requires one of the following options:

Customer or Customer's JMS provider must complete a cost-free interface written to CPC specifications developed, tested, configured, and completely functional 7 days prior to CPC turning on any products or services requiring inmate data.

Customer must provide a cost-free, direct connection to Customer's system's database to pull the required inmate data. CPC can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by CPC. The program and installation are provided free of charge to Customer for the life of the Agreement. CPC and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CPC services.

**Liability:**

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct 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. In no event shall CPC's aggregate liability to Customer under this Agreement exceed the amount paid to CPC under this Agreement.

**Indemnification:**

CPC hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date 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, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless CPC from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

**Fees**

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee
Live Customer Service Representative	Credit Card- \$5.95 per transaction + third-party, pass-through, credit card processing fee
ITS Lobby Deposit Kiosk	Cash – \$3.00 per transaction
	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee

**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.

**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. CPC reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CPC (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, CPC and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. CPC can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

**Uncontrollable Circumstances:**

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

**Service, Maintenance & Repair Agreement:**

All service and maintenance of the Offering will be the sole responsibility of CPC. CPC may remove or replace the Offering 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 quantity of the various equipment units at the premise when, in CPC's judgment, the revenue generated by the existing equipment warrants such adjustments.



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**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.

**Agreement Term:**

This Agreement will remain in force and effective for sixty (60) months from the Commencement Date.

**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 continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. 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 all wall mounted equipment and all associated equipment. CPC agrees to remove the equipment within thirty (30) days after termination of this Agreement.

**CPC Equipment:**

The Offering 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 all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

**Customer Access to Equipment and Reports:**

CPC will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor and record calls and run call detail reports, among other functionality. Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and CPC shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. 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.

**Resolution of Disputes:**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Campbell County in the state of Michigan or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Michigan court of competent jurisdiction, if necessary.

**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, any other inmate communication services, and any other products that

CPC may offer 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).

**ITS Rate & Commission:**

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

Feature	Rate	Commission
Prepaid calling with the US	\$0.20/minute	91% all prepaid ITS talk time
Prepaid International Calling	Rates will vary by country called. A list of countries and costs will be supplied to customer.	91% all prepaid ITS talk time

**CPC View Rate & Commission:**

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to seventeen (17) View Units, seventeen (17) stools, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

**Video Visitation**

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	20%

Customer should initial one of the following options regarding Video Visitation:

Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Visitation.

Option 2: Customer is not interested in utilizing Video Visitation.

**Email**

Feature	Rate	Commission
Email	\$0.50/email	20%

Customer should initial one of the following options regarding this technology:

Option 1: Customer agrees to utilize Email.

Option 2: Customer is not interested in utilizing Email.

**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) at no cost to the customer. Customer should initial one of the following options regarding this technology:

AD Option 1: Customer agrees to utilize this Service.

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

**Inmate Messaging System**

See Inmate Messaging Service agreement dated '5-9-22' for additional information related to the Inmate Messaging System.

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages within thirty (30) day notice.

**AxxS Tablet Rates & Commission**

CPC will provide, install, and maintain an inmate tablet solution at 1:4 ratio.

Feature	Rate	Commission
AxxS Tablet Solution Non-online reading material & courses	\$0.05/minute	20% all tablet revenue*

\*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

AD Option 1: Customer agrees to utilize AxxS Tablets.

\_\_\_\_\_ Option 2: Customer is not interested in utilizing AxxS Tablets.

**Additional Investigative Tools:**

CPC can provide the Customer with additional investigative tools that can be added to the ITS solution.

**1. Voice Print Speaker Identification Program (CPC-ITB):**

Customer agrees to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events. Customer agrees to utilize the Voice Print Speaker Identification Program. A non-commissionable one cent (\$0.01) will be implemented to the current calling rate to fund this program.

AD Option 1: Customer agrees to utilize the Voice Print Speaker Identification Program (CPC-ITB).

\_\_\_\_\_ Option 2: Customer is not interested in Voice Print Speaker Identification Program.



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**Technology Grant**

CPC will provide Customer twenty-five thousand dollars (\$25,000.00) in the form of a refundable technology grant to be used at Customer's discretion for budget expenditures and will be allocated as follows:

Twenty-five thousand dollars (\$25,000.00) – available at Commencement

The amount of the technology grant is based on: (a) the Customer's current average daily population (ADP) count of eighty (80); and (b) this Agreement being in effect for the full initial term. The technology grant will vest over the initial term in an amount equal to \$416.67 per month, commencing on the Commencement Date. In the event this Agreement is terminated prior to the expiration of the initial term, the remaining non-vested balance of the technology grant will be refunded to CPC within forty-five (45) days of termination notification. Further, in the event the ADP decreases fifteen percent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate the amount of the technology grant upon thirty (30) days advance written notice to Customer.

**Authority to Represent:**

Each party to this Agreement warrants and represents that it has 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 Offering. Furthermore, by signing this document Customer confirms to CPC that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider, or alternative provider of any components of the Offering contemplated herein. The person signing this Agreement on behalf of Customer has the authority and hereby directs CPC to install the Offering and all associated equipment. 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 Date").

Any and all previous contracts and agreements entered into between these parties are null and void.

Customer

Combined Public Communications, LLC

Signature: [Handwritten Signature]

Signature: Casey Rote

Print Name: Drewita Bishop

Print Name: Casey Rote

Print Title: Admin/Controller

Print Title: Regional Manager

Date: 5-9-22

Date: 5/10/2022

<sup>1</sup> Commencement Date will be filled in to match date of complete installation and activation of the Offering.



LETTER OF AGENCY

This Letter of Agency ("LOA") dated 5-9-22 between the Lapeer County Sheriff Dept. ("Customer") and Combined Public Communications, LLC. ("CPC") hereby grants CPC 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: Combined Public Communications, LLC, P.O. Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider ("PSP") to forward to CPC 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 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.

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Location / Address:

Lapeer County Sheriff Dept.  
3231 John Cowley Drive  
Lapeer, Michigan  
49440

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.

Lapeer County Sheriff's Office  
(Customer's Name)

Combined Public Communications, LLC

Signature: [Signature]

Signature: Casey Rote

Print Name: Quentin Bishop

Print Name: Casey Rote

Print Title: Admin/Controller

Print Title: Regional Manager

Date: 5-9-22

Date: 5/16/2022

**Inmate Communications General Service Agreement- ACH Authorization**

CPC can issue commission as an ACH (Automated Clearing House) transaction or a check. 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 payment as a check to the address listed below:

**Commission check made out to:**

Customer Name: Lapeer County Sheriff Office

Remittance Address: 3231 John Conkey Dr.

Remittance City: Lapeer State: Mi Zip Code: 48446

Contact Name: St. Steve Bode Phone #: (810) 245-1353

\_\_\_\_\_  
Signature Title