



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 Hillsdale County Sheriff's Office (hereafter "Customer") with its principle place of business at 165 W. Fayette Street, Hillsdale, MI 49242 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 thirty-six (36) 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 in arrears by the end of the following month to the Customer and is agreed as follows:

CPC agrees to pay the Customer a guaranteed \$25.00 per inmate per month based on average monthly ADP, which will be reported to CPC by the Customer.

In-Pod Kiosk Solution

CPC will provide, install, and maintain an in-pod kiosk solution that includes up to eleven (11) in-pod kiosks, two (2) visitor kiosks, one (1) server, and thirteen (13) stools. The equipment will remain the property of CPC at all times. In-pod kiosk functionality will include remote/offsite, onsite video visitation, grievances, forms, inmate handbook, PREA policy and reporting, email, internal messaging, and Law Library portal. Customer will receive 25% commission on completed remote video visits. Cost of video visits will be \$0.50 per minute of used video visit time.

Bonus:

CPC will provide Customer with a Technical Grant of seventy-eight thousand dollars (\$78,000.00) which can be used over the term of the agreement. Should the Agreement be terminated for any reason prior to the termination date a prorated value of the seventy-eight thousand dollars (\$78,000.00) will be repaid to CPC within 30 days of termination.

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:

 P Option 1: Customer would like to utilize the CPC-ITB program. A non-commissionable penny (\$.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.

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 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 11th day of July, 2018 (the Commencement Date). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 11th day of July, 2018.

Customer


Signature

Timothy J. Parker Sheriff
Print Name and Title

CPC


Signature

Timothy J. Murphy - SVP
Print Name and Title



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.



LETTER OF AGENCY

This Letter of Agency (LOA) dated 7/11/18 between the Hillsdale 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 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: 165 W. Fayette St. Hillsdale, MI 49242

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.

Hillsdale County Sheriff (Location Name) Combined Public Communications
Customer Signature: [Signature] Agent Signature: [Signature]
Customer Name: Timothy J. Parker Agent Name: Timothy J. Murphy
Customer Title: Sheriff Agent Title: SVP
Date: 7-11-2018 Date: 7-11-2018



Commission Address

Commission check made out to: Hillsdale County Sheriff

Commission check mail address:

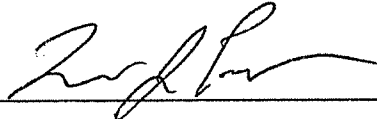
(Name): Lt. Jason Stiverson

(Street address): 165 W. Fayette St.

(City): Hillsdale

(State): MI

(Zip): 49242

Authorized Representative's Signature: 

Print Title and Name: Sheriff Timothy J. Parker