

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 Saginaw County Sheriff's Office (hereafter "Customer") with its principle place of business at 311 South Harrison Street, Saginaw, MI 48602 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 sixty (60) 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:

A monthly guaranteed payment of sixteen thousand (\$16,000.00) dollars for 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.

The MAG is based on the Customer's current average daily population (ADP) count of five hundred and eleven (511). If the ADP decreases fifteen prevent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate this MAG upon thirty (30) days advance written notice to Customer.

Technology Grant

CPC will provide Customer with a total of one hundred, fifty thousand dollars (\$150,000.00) in the form of a technology grant to be used at Customer's discretion for a Body Scanner and/or additional technology for the Sheriff's Office. The technology grant will be pro-rated over the five (5) year term; if the Agreement is terminated early, the remaining pro-rated balance will be due to CPC within fifteen (15) days of termination notification.

In-Pod Kiosk Solution:

See Attachment A - CPC-View

Tablet Solution

See Attachment B - Inmate Tablet Service

Automated Public Information System (APIS)

See Attachment C – 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 2: Customer is not interested in using the CPC Investigator's Toolbox.

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

Customer

CPC

WM-Jeleyn

Signature

William Federspiel, Sheriff

OSLY Rote Regional Manager

Print Name and Title

Print Name and Title

APPROVED AS TO SUBSTANCE:

Robert V. Belleman, Controller/CAO

APPROVED BY:

Michael A. Webster, Chairman

Board of Commissioners

APPROVED AS TO LEGAL, FORM:

Gilbert & Smith, P.C.

Civil Counsel

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Call Rates

Prepaid calling within the U.S.

\$0.19 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

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

Equipment

CPC will provide, install, and maintain an in-pod kiosk solution that includes up to thirty-three (33) in-pod kiosks, eight (8) visitor kiosks, two (2) roll-around video carts, one (1) server, forty-one (41) stools and required bandwidth. This equipment will remain the property of CPC at all times.

Features

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

Check -	Available Feature
Yes	
X	Remote Video Visitation
X	Onsite Video Visitation
X	Email
X	Electronic grievances
X	Jail Handbook
X	PREA Policy Reporting
X	Commissary Ordering – if available
χ	Law Library Access – See associated cost below

Commission

As additional compensation, CPC will provide twenty percent (20%) commission on remote video visitation usage.

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 Lav	v Library
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CPC will provide the Customer access to Fast Case Law Library Service (Service). The cost of this Service will be recouped by adding a non-commissionable penny (\$.01) to the current calling rate. 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.

_

Signature

William Federspiel, Sheriff

Print Name and Title'

7/31/19

Date

CP

Signatur

Casey Rote Regional Manager

10/11/19

Date

APPROVED AS TO SUBSTANCE:

Robert V. Belleman, Controller/CAO

APPROVED BY:

Michael A. Webster, Chairman

Board of Commissioners

APPROVED AS TO LEGAL FORM:

Gilbert & Smith, P.C.



CyberPath Services, LLC An Affiliate of Combined Public Communications, LLC Attachment B - Inmate Tablet Service

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

Exclusive Agreement

Customer agrees to exclusively permit Vendor the right to install, support and maintain an inmate tablet platform and service within all pre-existing and future jail and/or detention facilities. Customer agrees to exclusively permit Vendor the right to install, support and maintain an educational and entertainment solution within all pre-existing and future jail and/or detention facilities.

Vendor Provides:

Vendor will provide, install and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the tablets). Additionally, Vendor will provide ongoing service, support and maintenance of the tablet or wall mounted devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge tablet devices, as well as electric (AC) to charge devices, at no charge to Vendor. Additionally, Customer will provide the labor to check the tablet devices in/out and keep the tablet devices charged.

Tablet Rates, Funding & Fees:

Rates are five cents (\$0.05) per minute for all non-online reading material and courses.

Movies, music and on-line course rates vary.

Funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

Device Loss/ Damage & Replacement Policy:

Each tablet device has a value of four hundred and fifty dollars (\$450,00).

The Vendor will replace up to three (3) broken tablets per month per dayroom. If more than three (3) tablets are broken due to mishandling or abuse within a fifteen (15) day period, the tablets and charging station will be removed from that section of the facility. Customer will work with the Vendor to recoup the cost of broken tablets from the inmate's account.



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. 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 r ___ (the Commencement date).

Print Name, Title

Signature

7/31/19

Date

Cyberpath Services, LLC

Casey Rote Regional Manager

asurc

Signature

Date



Combined Public Communications, LLC

Inmate Telecommunications General Service Agreement

Attachment C- 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 Saginaw 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. 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	CPC CASHY RATE Signature
William Feder spiel, Sherith Print Name and Title	Casey Rote Regional Munager
7/31/19 Date	



LETTER OF AGENCY

This Letter of Agency (LOA) dated July 3/2019 between the Gincy Cody Sherff "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:	311. South Harrison
	Saginau, MI.
	48662

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.

Customer Signature: Market Line Courter Signature:	Agent Signature: Communications
Customer Name: William Federspie	Agent Name: Casey Rote
Customer Title: Sher, #	Agent Title: Regional Manager
Date: 7/31/19	Date: 101119
,	APPROVED BY:
OVED AS TO SUBSTANCE: N. Belleman Controller/CAO	Michael A. Webster, Chairman Board of Commissioners

APPROVED AS TO LEGAL FORM:

Gilbert & Smith, P.C.



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

Issue ACH payments to the information	ation below:		
ACH Information:			
Customer Name:			
Remittance Address:		<u> </u>	
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)			
Customer's Authorization:			_
Please sign below to confirm that you are the account mentioned above.	e authorizing CP		ferring payments for your invo eputy Treasurer
Signature			Title
989-790-5232		7	-26-19
Phone Number			Date
Issue commissions as a check to the	ne address listed	below:	
Commission check made out to:			
Customer Name:			
Remittance Address:			
Remittance City:	State:		Zip Code:
Contact Name:		Phone #:	
Signature			Title



CyberPath Services, LLC An Affiliate Combined Public Communications, LLC

Inmate Messaging Service

CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 agrees to provide a messaging service of the inmate usage called Chirping to Saginaw County Sheriff's Office (Customer) with its principle place of business at 311 South Harrison Street, Saginaw, MI 48602 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit Vendor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities.

Agreement Term

This agreement will remain in force and effective for sixty (60) 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.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Fees:

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

Administrative Reimbursement:

Vendor will pay Customer administrative reimbursement in the amount of two cents (\$0.02) from every completed Chirp. To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the administrative reimbursement.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."



Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200,00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

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. 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 to be effective beginning on the	s hereto intending to _ lay of	be legally bound, have executed this Agreement, (the Commencement date).
Customer William Federspiel, Print Name, Title	Sheriff	Cyberpath Services, LLC . (USLY Rote Regional Manager Print Name, Title
Wand Signature	-	Carry Rote Signature
7/31/19 Date		

APPROVED AS TO SUBSTANCE:
Robert V. Belleman, Controller/CAO

Michael A. Webster, Chairman

Board of Commissioners

APPROVED BY:

APPROVED AS TO LEGAL FORM:

Gilbert & Smith, P.C.



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

Issue ACH payments to the information be	low:		
ACH Information:			
Customer Name:			
Remittance Address:			
Remittance City:	State:	Z	p Code:
Contact Name:		Phone #:	
E-Mail Address:			
Banking Information:			
Customer's Bank Name:			
Bank Address:			
Bank's City:	State: _	Zi	p Code:
Bank Contact Name:		Phone #:	
ABA Routing #:		Account #:	
Account Type (please check only one)			
Customer's Authorization:		_	
Please sign below to confirm that you are authorize the account mentioned above.	zing CPC		payments for your invoice y T reasurer
Signature			Title
989-790-5232		7-26-	19
Phone Number			Date
Issue commissions as a check to the address	s listed be	elow:	
Commission check made out to:			
Customer Name:			
Remittance Address:			
Remittance City:	State:	Zip	Code:
Contact Name:		Phone #:	
Signature	********		Title



Combined Public Communications, LLC Inmate Communications General Service Agreement Addendum C

WHEREAS, this Addendum relates to the Inmate Communications General Service Agreement originally entered into by Combined Public Communications, LLC ("CPC"), and the Saginaw County Sheriff's Office ("Customer") with its principal place of business at 311 South Harrison Street, Saginaw, MI 48602, with a Commencement Date of April 10th, 2020.

WHEREAS, Customer and Combined Public Communications (CPC), wish to amend the Original Agreement.

Agreement Term

The initial sixty (60) month Agreement term, with a Commencement Date of July 31, 2019, will be extended by an additional twelve (12) months. CPC will provide Customer with a part-time Chirping administrator, up to twenty (20) hours a week to assign, distribute, and collect chirping devices for charging based on protocol determined by Saginaw County, as well as be a llaison for technical issues and replacement of inmate phones, etc.

This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

Saginaw County Sheriff's Office

Combined Public Communications, LLC

Signature: Manager

Print Name: Milliam Federspiel Print Name: Casey Rote

Print Title: Sheriff

Date: 04/26/2003

Date: 413/27

COUNTY OF SAGINAW

DocuSigned by:

5/26/2022

Carl Ruth, Chairman

Board of Commissioners

APPROVED AS TO PROPER AND

LEGAL DEPARTMENTAL EXPENDITURE

William L. Federspiel, Sheriff

APPROVED AS TO SUBSTANCE: CONTROLLER/CAO

APPROVED AS TO LEGAL FORM:

ocuSianed by:

Robert Belleman

5/26/2022

Robert V. Belleman

Gilbert & Smith, P.C.