

**Combined Public Communications  
Inmate Telecommunications General Service Agreement**

Combined Public Communications (hereafter "CPC"), an Ohio corporation with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Wayne County Sheriff Department (hereafter "Customer") with its principal place of business at 200 East Main Street in Richmond, Indiana 47274 agree as follows:

**Exclusive Agreement:**

Customer agrees to exclusively permit CPC to install the Inmate telecommunications system that will process collect calls, prepay and direct pay 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 existing and future related inmate communications and personal inmate communication devices which include but not limited to voice, data and video. Voice includes phone calls, data includes messaging and email, video includes video calls. CPC and Customer agree that no other type of inmate personal communication device will be installed in the Jail for inmate use without written agreement between both parties.

**CPC Equipment:**

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

**Customer Access to Equipment and Reports:**

CPC will give Customer access to the inmate telephone platform that is password protected, allowing Customer's staff to monitor / record calls and run call detail reports. Call detail reports will be stored off site at a secure CPC location located at 100 Aqua Dr. Cold Spring, KY. CPC technicians will train Customer's authorized staff on the usage of the system.

**Service Agreement:**

All service and maintenance of the Inmate Telecommunications system 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 or any other inmate communication device to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by 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 one (31) months from the commencement date.

**Commission:**

Commission is paid monthly to Customer and is based upon sales and is agreed as follows:

Prepaid calls fifty five percent (55%).

Prepaid Calling 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 talk time sold from the jail commissary and prepaid calling cards from a vending machine or KIOSK.

**Bonus Compensation:**

CPC will provide twenty thousand dollars (\$20,000.00) worth of prepaid calling cards to be sold from the commissary over three (3) years. Allocation of calling cards as follows:

Year one (1) ten thousand dollars (\$10,000.00)  
Year two (2) five thousand dollars (\$5,000.00)  
Year three (3) five thousand dollars (\$5,000.00)

**CPC Jail Information Management Software (JiMS):**

CPC will continue to maintain and upgrade the current JiMS installed at the Jail. Any additional hardware will be the responsibility of the Customer.

**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 prepaid 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.

**Taxes, Regulatory & Network Fees:**

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total revenue; these costs are not included in Customer's commission.

**Calling Rates:**

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

**Liability:**

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the inmate telecommunications system or associated equipment unless such damage is the result of negligence of CPC's agents or employees.

**Indemnification**

As further consideration for this agreement for installation of inmate telephones in the jail, CPC hereby agrees to indemnify and hold harmless Customer from 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 Customer, CPC or Customer will have the right to renegotiate this Agreement with Customer.

**Uncontrollable Circumstances:**

CPC and Customer reserve 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 inmate telecommunications system 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 premises 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, 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 construed pursuant to Indiana law and enforced in an Indiana court of 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.

**IN WITNESS WHEREOF**, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 25 day of MAY, 2016 (the Commencement date). Any and all previous contracts and agreements entered into between these parties are null and void and shall only apply to Agreements for similar or same services.

Signed this 25<sup>th</sup> day of May, 2016.

**Customer**  
By: Jeff Capra  
**Signature**

**CPC**  
By: [Signature]  
**Signature**

JEFF CAPRA SHERIFF  
**Print Name and Title**

Tim Ponder - Regional Sales  
**Print Name and Title**  
MSR

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.