

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

This Correctional Communications Services Agreement made on the 1th of May, 2013.

BETWEEN:

City Tele Coin Company, Inc. (hereinafter referred to as "CTC")

AND

MARSHALL County Jail (hereinafter referred to as "MARSHALL")

WHEREAS, MARSHALL has requested CTC to perform the services hereinafter described and CTC has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, **MARSHALL** and **CTC** hereby agree:

A. THE WORK

MARSHALL agrees that it is the manager of the **MARSHALL** County Jail, 209 1ST Ave North, Lewisburg, TN 37091 and that said location requires inmate and pay telephone communication services, and that said communications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. **CTC** shall install, service, and maintain inmate and pay telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed. **CTC** will be responsible for any and all local, long distance, and equipment charges. **CTC** shall remit to **MARSHALL** its portion of the revenues as set out herein below. Parties acknowledge that **CTC** shall be the exclusive provider of such services during the time this agreement is in force and effect.

B. COMMISSIONS

As to any inmate phone that is located within the **MARSHALL** County Jail whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by **CTC** to **MARSHALL** Commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual re-assignment.

B.1 RATE – CTC shall remit to **MARSHALL** 62% (Sixty Two Percent) of all *Usage Revenue* generated through *Gross Collect* and *Direct Pay* telephone traffic (local, *intraLATA*, *interLATA*, and interstate) originating from the facility managed by **MARSHALL**, as listed in Section A. "The Work," and processed by **CTC**'s call processing system. **CTC** shall issue to **MARSHALL** a Purchase Discount of 62% (Sixty Two Percent) on *Prepaid Inmate Calling Cards* at any time such purchase is made by **MARSHALL**. **CTC** will pay all said commissions on a monthly basis along with a monthly report of all said monies.

B.2 REMITTANCE AND ACCEPTANCE – *Remittance* of commissions shall occur monthly, on or around the Twentieth (20th) Day of each month, and shall represent payment for all revenues generated during the month ending immediately prior to said payment. Any objection to a commission payment shall be brought to the attention of **CTC** by way of written notice by **MARSHALL**, and shall be made within 30 days after receiving said commission payment. *Acceptance* of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.

C. TERMS

The initial term of this agreement shall be for period beginning July 1 2013, with the initial term completed at Thirty Six Months (36) Months. CTC or MARSHALL, at its option, has the right to renew or refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to MARSHALL or CTC. Any certified notice is to be mailed ninety (90) days prior to termination date of this contract to the address provided herein. This initial contract shall continue in force and renew automatically for additional Twelve (12) Month periods should no action be taken by either party.

D. ASSIGNMENT

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

E. EQUIPMENT

CTC agrees to provide for MARSHALL adequate equipment with the ability to perform monitoring, recording, and cut off switches.

CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until MARSHALL is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract.

CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC.

CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by MARSHALL, subject to industry standards.

F. OBLIGATIONS OF MARSHALL

MARSHALL agrees to undertake and perform the following:

- (1) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC.
- (2) Provide all necessary power and space for proper installation and maintenance of the equipment.
- (3) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC.
- (4) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and MARSHALL will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

G. DEFAULT

In the event that,

- (a) CTC defaults in payment of any commissions when required to be paid by such party pursuant to this Agreement, and/or
- (b) either party hereto defaults in the performance of any obligation to be performed by such party pursuant to this Agreement and any such default continues for more than thirty (30) days after, the other party shall have given written notice to the party in default specifying such default and demanding that the default be remedied, or in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default after the other party shall have given such notice; or
- (c) Either party hereto shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action; or

G. DEFAULT (Continued from Page 2)

(d) any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property (and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement);

then, in any such event, the other party may, at its sole option, terminate this Agreement by written notice to such party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

H. GOVERNING LAW

This Agreement and the rights and obligations of MARSHALL and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Kentucky.

I. NOTICES

Notices or other communications required to be give under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

(A) **MARSHALL County Jail**
Attn: Sheriff Norman Dalton
209 1st Ave North
Lewisburg, TN 37091
Ph: 931-359-6122
Fx: 931-270-6521

(B) **City Tele Coin Company, Inc.**
Attn: Jerry Juneau; President & CEO
4501 Marlena Street
Bossier City, LA 71111
Ph: 318-746-1114 or 800-682-0707
Fx: 318-746-1214

J. EQUIPMENT OWNERSHIP

MARSHALL acknowledges and agrees that CTC shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

K. HOLD HARMLESS

MARSHALL agrees to defend, hold harmless, and indemnify CTC from any and all damages, of any nature and kind, caused by MARSHALL, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by CTC in defense of a claim for damages caused by MARSHALL.

CTC agrees to defend, hold harmless, and indemnify MARSHALL from any and all damages, of any nature and kind, caused by CTC, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by MARSHALL in defense of claim for damages caused by CTC.

L. REPAIR SERVICE

CTC shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. CTC shall respond within 24 hours after receipt of verbal notice or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of CTC such as riot, fire, war, flood, parts unavailability, and strike.

Verbal notices:	(318) 746-1114
Facsimile notice:	(318) 746-1214
Emergency:	(318) 746-3920 or (318) 747-9208
E-Mail:	jerry@citytelecoin.com

M. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

N. SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this 7th day of May, 2013.

City Tele Coin Company, Inc.

MARSHALL County, Tennessee

By: _____

Signature

By: _____

Signature

Gerald L. Juneau

Print Name

JOE BOYD LIGGETT

Print Name

President & CEO

Title

MARSHALL COUNTY MAYOR

Title

MARSHALL County, Tennessee

(Acceptance)

By: _____

Signature

NORMAN DALTON

Print Name

MARSHALL COUNTY SHERIFF

Title