

SERVICE AGREEMENT BETWEEN  
SALT LAKE COUNTY AND  
CENTURYLINK PUBLIC COMMUNICATIONS, LLC

This Agreement is made and entered into this 12 day of January, 2015, by and between CENTURYLINK PUBLIC COMMUNICATIONS, INC ("CENTURYLINK"), a corporation organized under the laws of the state of Kansas and having its principal place of business at 600 New Century Parkway, New Century, Kansas 66031, and SALT LAKE COUNTY on behalf of the Salt Lake County Sheriff located at 3300 S 900 W, Salt Lake City, Utah 84000 hereinafter referred to as "COUNTY". COUNTY and CENTURYLINK may be collectively referred to as "Parties".

RECITALS:

A. The State of Utah and CENTURYLINK are parties to a certain contract, entitled Inmate Telephone Services, #PD 2178 ("State Contract"). County governments within the State of Utah are able to purchase/ procure services under the terms of the State Contract.

B. The Parties desire to enter into an agreement under the terms of the State Contract.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, terms and conditions contained herein, and the payment of the sums of money as specified, the parties agree as follows:

1. SCOPE OF SERVICES. CENTURYLINK will provide pay telephone and/or inmate telephone service for COUNTY pursuant to the terms of the State Contract.

2. TERM. This agreement shall be effective on February 1, 2015 and shall continue in effect through October 31, 2019.

3. NOTICES. The appropriate CENTURYLINK contact information is as follows:

To: CENTURYLINK  
Paul Cooper  
600 New Century Pkway  
New Century, KS 66031

4. COMPENSATION. The compensation for the Inmate Telephone Systems/Service shall be based upon a sixty five percent (65%) commission rate for large correctional facilities (greater than or equal to 500 inmates), a sixty percent (60%) commission

rate for small correctional facilities (less than 500 inmates) or revenue for completed local, intraLATA, interLATA, and international collect, prepaid, debit and/or advance pay calls as billed by CENTURYLINK underlying communications providers, exclusive of calls where no billing or collection agreements exist pursuant to the State Contract.

5. All other terms and conditions of the underlying State Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do execute this Agreement on the day and year set forth above.

**SALT LAKE COUNTY**

By: Michael Dunn  
Mayor or Designee

Date: 1/12/15

**CENTURYLINK PUBLIC COMMUNICATIONS INC:**

By: see next pg → \*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT APPROVAL**

By: James M. [Signature]  
Salt Lake County Sheriff or Designee

Date: 12/29/14

**APPROVED AS TO FORM:**

By: Val [Signature]  
Deputy District Attorney

Date: 12-21-14

rate for small correctional facilities (less than 500 inmates) or revenue for completed local, intraLATA, interLATA, and international collect, prepaid, debit and/or advance pay calls as billed by CENTURYLINK underlying communications providers, exclusive of calls where no billing or collection agreements exist pursuant to the State Contract.

5. All other terms and conditions of the underlying State Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do execute this Agreement on the day and year set forth above.

**SALT LAKE COUNTY**

By: see previous page 0  
Mayor or Designee

Date: \_\_\_\_\_

**CENTURYLINK PUBLIC COMMUNICATIONS INC:**

By: Paul Cooper \*  
Paul Cooper

Title: Vice President & General Manager

Date: 1-5-2015

**DEPARTMENT APPROVAL**

By: James M. Wink  
Salt Lake County Sheriff or Designee

Date: 12/21/14

**APPROVED AS TO FORM:**

By: Val Kilde  
Deputy District Attorney

Date: 12-21-14



**FIRST AMENDMENT**  
to the  
**SERVICE AGREEMENT**  
between  
**SALT LAKE COUNTY**  
and  
**CENTURYLINK PUBLIC COMMUNICATIONS, INC.**

This First Amendment to the Service Agreement (“Agreement”) is made and entered into this 15<sup>th</sup> day of June, 2016, by and between Salt Lake County (“County”), a body corporate and politic of the State of Utah, and Centurylink Public Communications, INC. (“Contractor”), a corporation organized under the laws of the state of Florida and having its principal place of business at 600 New Century Parkway, New Century, Kansas 66031. County and Contractor may be referred to collectively as “Parties.”

**RECITALS**

**WHEREAS**, The State of Utah and Contractor are parties to a certain amended contract, entitled Inmate Telephone Services, #PD2178 (“State Contract”) and county governments within the State of Utah are able to purchase/procure services under the terms of the State Contract; and

**WHEREAS**, the Federal Communications Commission (“FCC”) has promulgated updated rules regulating telephone fees charged to inmates at correctional facilities; and

**WHEREAS**, the Parties now desire to amend the Agreement to ensure compliance with the updated FCC rules and regulations; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants and agreements contained in the Agreement and this First Amendment, the Parties covenant and agree as follows:

1. **Commission Rate:** The commission rate shall be 62.5% of total gross revenue excluding revenue from voice messages as indicated below in section 5.
2. **The Parties acknowledge that there will be no per call “connection fees” charged and that the “per minute” rates will be as outlined below.**
3. **Contractor shall not charge property imposed fees, non-mandated governmental fees, or any other charges not allowed by law or statute on inmate telephone calls. Contractor may charge “transaction fees” as permitted under current FCC regulations. These fees shall not exceed (1) \$5.95 for prepaid/debit purchases made through a live agent; (2) \$3.00 for prepaid/debit purchases made through an automated phone system; (3) \$3.00 for prepaid/debit purchases made online; and (4) \$2.00 per bill statement generated for collect calls.**
4. **The following per minutes rates shall apply:**

		Per min Rate
<b>Prepaid and Debit Calling Rates</b>	<b>Local</b>	<b>\$0.16</b>
	<b>IntraLATA</b>	<b>\$0.19</b>
	<b>InterLATA</b>	<b>\$0.19</b>
	<b>Interstate</b>	<b>\$0.19</b>
	<b>International</b>	<b>\$0.19</b>
<b>Collect Calling Rates</b>	<b>Local</b>	<b>\$0.21</b>
	<b>Interstate</b>	<b>\$0.23</b>
	<b>InterLATA</b>	<b>\$0.23</b>
	<b>IntraLATA</b>	<b>\$0.23</b>

5. **Voicemail: Contractor shall provide a voice message service for outside parties to leave voice messages for inmates. The outside party wishing to leave a voice message for an inmate must have an established a prepaid collect account prior to leaving a voice message. An outside party with an established prepaid account wishing to leave a voice message may do so twenty-four (24) hours per day, seven days per week. A Voice message shall be up to 30 seconds in duration and will cost \$1.00 per voice message. The commission rate for voice messages will be 50%.**
  
6. **This amendment and the provisions herein contained shall be effective beginning June 01, 2016**

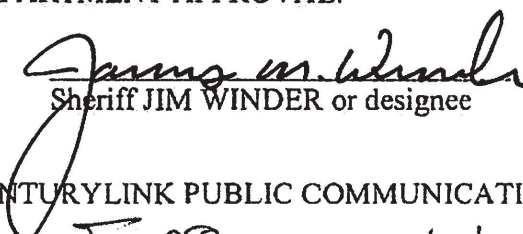
All other terms and conditions of the underlying amended State Contract not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date shown above.

SALT LAKE COUNTY:

By:   
 Mayor or designee

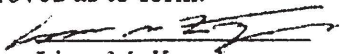
DEPARTMENT APPROVAL:

By:   
 Sheriff JIM WINDER or designee

CENTURYLINK PUBLIC COMMUNICATIONS:

By:  6/6/2016

Title: VP/GM

Approved as to form:  
 By:   
 Liam M. Keogh  
 Deputy District Attorney  
 Date: 02 June 2016