

STATE OF TEXAS

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§

CONTRACT NUMBER: 046-597-06-08

COUNTY OF LUBBOCK

INMATE TELEPHONE SYSTEM AGREEMENT

**WHEREAS,** LUBBOCK COUNTY has determined there is a need to provide for an Inmate Telephone System at County facilities; and

**WHEREAS,** LUBBOCK COUNTY has requested and reviewed proposals for an Inmate Telephone System in accordance with applicable State laws; and

**WHEREAS,** LUBBOCK COUNTY has determined that Public Communications Services, Inc. can best provide inmate telephone services to the LUBBOCK COUNTY; and

**WHEREAS,** this agreement is made between Public Communications Services, Inc. (hereinafter referred to as "CONTRACTOR") and the COUNTY OF LUBBOCK, TEXAS (hereinafter referred to as "COUNTY") acting by and through its duly authorized representative Lubbock County Judge Tom Head.

**NOW THEREFORE,** the parties agree as follows:

**ARTICLE I**  
**RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

**ARTICLE II**  
**TERM OF AGREEMENT**

This Agreement shall become binding upon COUNTY execution hereof. For the purpose of establishing the Agreement term, the initial term shall commence upon the installation of equipment and inmate phone utilization at the County Jail listed on Exhibit A, and shall remain in effect for five (5) years from that date unless sooner terminated as provided herein, with the option for four (4) one year renewals under the same terms as the original Agreement. CONTRACTOR shall notify COUNTY in writing of the date upon which the equipment has been installed at the County Jail and inmate phone utilization has commenced. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month to month basis under the same terms.

**ARTICLE III**  
**CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing

and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

**ARTICLE IV**  
**TERMINATION**

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, if either party believes in its sole judgment that the Agreement cannot be successfully continued for any reason, either party may terminate the Agreement NINETY (90) calendar days from receipt of said notice. Thereafter, this Agreement shall terminate, become null and void and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

1. Dissolution of CONTRACTOR.
2. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).
3. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.
4. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR which would substantially interfere with the performance of the duties set out herein.
5. Failure by COUNTY to cure any default or breach under this Agreement within ten (10) days after giving notice in writing.
6. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTOR'S obligations under this Agreement.

**ARTICLE V**  
**DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for all duties specified in Bid Specification Number 80201 (Exhibit A) and CONTRACTOR'S response (Exhibit B) which by this reference are incorporated in full into this agreement, and include but are not limited to the following:

1. CONTRACTOR will provide one (1) full-time Site Administrator.
2. CONTRACTOR will provide one (1) personal computer workstation at each facility listed on Exhibit A.

3. Upon inspection and approval of the facility by the COUNTY and CONTRACTOR, CONTRACTOR will coordinate with TouchPay to install a Touch Pay kiosk in the jail lobby to provide for payment into the inmates' commissary accounts. CONTRACTOR shall integrate its systems as needed with the TouchPay kiosk. Payment into the inmates' commissary account can be used for debit (prepaid) calling.

## **ARTICLE VI**

### **DUTIES OF COUNTY**

Debit Implementation. COUNTY agrees that it will work with CONTRACTOR to facilitate the removal of any barriers (internally with its staff or externally with its subcontractors) so that automated debit calling will begin at the time the inmate telephone system is cutover. COUNTY shall require the commissary provider at each Facility to cooperate with CONTRACTOR in a commercially reasonable manner to implement debit services at each Facility, including, without limitation, integrating the commissary provider's payment systems with the PCS debit system.

CONTRACTOR shall be solely responsible for all dealings with the commissary and jail management providers and other providers to integrate its system with such other providers. If automated debit calling is not implemented within two months of the telephone system cutover, CONTRACTOR may give COUNTY a 90-day notice that it wishes to terminate this agreement. During this 90-day period, CONTRACTOR will not prevent COUNTY from allowing another phone provider from installing a new inmate phone system at the facilities.

## **ARTICLE VII**

### **RATES**

CONTRACTOR shall pay directly to COUNTY commissions in connection with the telephone usage at the County Jail Facility, described on Exhibit A attached hereto, of fifty-five percent (55%) on the total gross billable collect revenue at the County Jail Facility and twenty percent (20%) on the total gross billable debit revenue at the County Jail Facility, calculated at the rates set forth in Exhibit B attached hereto. Upon the opening and commencement of inmate phone utilization at the New County Jail Facility, described on Exhibit A attached hereto, CONTRACTOR shall pay directly to COUNTY commissions in connection with the telephone usage at the New County Jail Facility of fifty-five percent (55%) on the total gross billable collect revenue at the New County Jail Facility and forty-five percent (45%) on the total gross billable debit revenue at the New County Jail Facility, calculated at the rates set forth in Exhibit B attached hereto. The parties acknowledge and agree that the increase in the debit call commission percentage for calls at the New County Jail Facility is made in lieu of, and replaces, the \$500,000 Bonus Payment offered in CONTRACTOR'S Response to Bid Number 80201.

Debit commissions will be paid to the facility based on the gross billable debit revenue excluding telecommunication regulatory taxes and fees or other government surcharges that are not commissionable. Commissions shall not be paid on fees charged and collected by TouchPay for kiosk or other TouchPay services. Since the COUNTY and/or the Commissary provider holds the actual inmate's trust fund account, CONTRACTOR will deduct from the COUNTY'S collect call

commissions the debit usage amount that is owed to CONTRACTOR less the debit commissions that are owed to the COUNTY for the debit usage.

**ARTICLE VIII**  
**RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement.

CONTRACTOR understands and agrees that COUNTY shall not withhold from compensation payable to CONTRACTOR any sums for income tax, unemployment insurance, social security or other withholding pursuant to any law or required by any governmental authority and that payments of such amounts as may be required by law are and shall be the sole responsibility for CONTRACTOR which does hereby indemnify and hold COUNTY harmless from any and all costs or damages arising out of or in any way connected with the payment or nonpayment of such amounts.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTOR'S profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over COUNTY.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees as from time to time may be established, and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired contractor to provide inmate telephone services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

**ARTICLE X**  
**INSURANCE**

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

**ARTICLE X**  
**INDEMNIFICATION**

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys' fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

**ARTICLE XI**  
**MISCELLANEOUS**

CONTRACTOR'S response to Bid Number 80201 which with the Bid Specifications for Bid Number 80201 are by this reference incorporated in full into this Agreement. This agreement, Specifications for Bid Number 80201 and CONTRACTOR'S response to Bid Number 80201 constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by any party or anyone acting on behalf of any party that is not embodied in this Agreement.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the law of the State of Texas and venue shall be in Lubbock County, Texas.

**ARTICLE XII**  
**NOTICES**

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

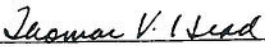
CONTRACTOR: Tommie E. Joe, President & COO  
Public Communications Services, Inc.  
11859 Wilshire Blvd., Suite 600.  
Los Angeles, CA 90025

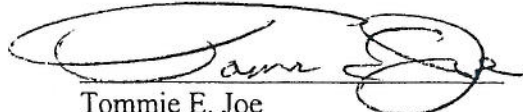
COUNTY: County Judge  
Lubbock County Courthouse  
904 Broadway  
Lubbock, Texas 79401

Signed on this the \_\_\_\_\_ day of June, 2008.


LUBBOCK COUNTY, TEXAS:

PUBLIC COMMUNICATIONS SERVICES,  
INC.:

  
\_\_\_\_\_  
Tom Head  
County Judge

  
\_\_\_\_\_  
Tommie E. Joe  
President & COO

ATTEST:

  
\_\_\_\_\_  
Kelly Pinion  
Lubbock County Clerk

REVIEWED FOR FORM ONLY:


  
\_\_\_\_\_  
B.J. Hemmeline, Chief  
Civil Division  
Lubbock County District Attorney Office



EXHIBIT A

Facilities

Lubbock County Jail

*County Jail*  
811 Main Street  
Lubbock, TX 79401

141 Inmate Phones

*New County Jail*  
3502 North Holly Avenue  
Lubbock, TX 79404

187 Inmate Phones

*KSB*

**EXHIBIT B**

**Call Rates**

**Call Rates – Collect\***

	<b>COLLECT CALL RATES</b>	
	<b>Connect</b>	<b>Rate/Minute</b>
<b>Local</b>	\$ 2.00	\$ 0.20
<b>IntraLata</b>	\$ 2.00	\$ 0.20
<b>InterLata</b>	\$ 2.00	\$ 0.20
<b>InterState</b>	\$ 2.00	\$ 0.20

**Call Rates – Debit\***

	<b>DEBIT CALL RATES</b>	
	<b>Connect</b>	<b>Rate/Minute</b>
<b>Local</b>	\$ 1.00	\$ 0.10
<b>IntraLata</b>	\$ 1.00	\$ 0.10
<b>InterLata</b>	\$ 1.00	\$ 0.10
<b>InterState</b>	\$ 1.00	\$ 0.10

**Call Rates – Prepaid Collect\***

	<b>PREPAID COLLECT CALL RATES</b>	
	<b>Connect</b>	<b>Rate/Minute</b>
<b>Local</b>	\$ 2.00	\$ 0.20
<b>IntraLata</b>	\$ 2.00	\$ 0.20
<b>InterLata</b>	\$ 2.00	\$ 0.20
<b>InterState</b>	\$ 2.00	\$ 0.20

**\*Rates do not include State, Federal and Local Taxes or Regulatory Fees**



**AMENDMENT NO. 1 TO  
CONTRACT NUMBER: 046-597-06-08  
INMATE TELEPHONE SYSTEM AGREEMENT**

This Amendment No. 1 to Contract Number: 046-597-06-08 Inmate Telephone System Agreement ("Amendment") is entered into as of December 1, 2008, by and between PUBLIC COMMUNICATIONS SERVICES, INC. ("Contractor"), and the COUNTY OF LUBBOCK, TEXAS ("County").

**Recitals:**

- A. Contractor and County entered into that certain Contract Number: 046-597-06-08 Inmate Telephone System Agreement dated June 16, 2008 (the "Agreement");
- B. Contractor and County now desire to clarify the treatment of prepaid call revenue under the Agreement, consistent with the proposal of Contractor submitted in response to County's request for proposals regarding an Inmate Telephone System; and
- C. Contractor and County now amend the Agreement for that purpose.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Contractor and County hereby agree that the Agreement is amended as follows:

- 1. The first paragraph of Article VII, Rates, is deleted in its entirety and hereby replaced with the following paragraph:

CONTRACTOR shall pay directly to COUNTY commissions in connection with the telephone usage at the County Jail Facility, described on Exhibit A attached hereto, of fifty-five percent (55%) on the total gross billable collect revenue at the County Jail Facility, twenty percent (20%) on the total gross billable prepaid revenue at the County Jail Facility, and twenty percent (20%) on the total gross billable debit revenue at the County Jail Facility, calculated at the rates set forth in Exhibit B attached hereto. Upon opening and commencement of inmate phone utilization at the New County Jail Facility, described on Exhibit A attached hereto, CONTRACTOR shall pay directly to COUNTY commissions in connection with the telephone usage at the New County Jail Facility of fifty-five (55%) on the total gross billable collect revenue at the New County Jail Facility, twenty (20%) on the total gross billable prepaid revenue at the New County Jail Facility, and forty-five (45%) on the total gross billable debit revenue at the New County Jail Facility, calculated at the rates set forth in Exhibit B attached hereto. The parties acknowledge and agree that the increase in the debit call commission percentage for calls at the New County Jail Facility is made in lieu of, and replaces, the \$500,000 Bonus Payment offered in CONTRACTOR'S Response to Bid Number 80201.

- 2. Except as set forth herein, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

CLIENT:

CONTRACTOR:

COUNTY OF LUBBOCK, TEXAS

PUBLIC COMMUNICATIONS  
SERVICES, INC.

Thomas V. Head

[Signature]

Signature

Signature

Tom Head

Tommie E. Joe

Printed Name

Printed Name

County Judge

President & COO

Title

Title

ATTEST:

REVIEWED FOR FORM ONLY:

COUNTY OF LUBBOCK, TEXAS

[Signature]

[Signature]

Kelly Pimon

B.J. Hemmeline, Chief

Lubbock County Clerk

Civil Division

Lubbock County District Attorney Office

[Handwritten initials]

**SECOND AMENDMENT TO  
INMATE TELEPHONE SERVICE AGREEMENT  
CONTRACT NUMBER: 046-597-06-08**

THIS SECOND AMENDMENT TO INMATE TELEPHONE SERVICE AGREEMENT Contract Number 046-597-06-08, dated JULY 31, 2011 ("Amendment 2"), amends and revises that certain Inmate Telephone Service Agreement (the "Agreement"), dated June 16, 2008 by and between the **County of Lubbock, Texas**, with an address at Lubbock County Courthouse, 904 Broadway, Lubbock, TX 79401 ("County"), and **Public Communications Services, Inc.** a wholly-owned subsidiary of Global Tel\*Link Corporation, a Delaware corporation having its principal place of business at 2609 Cameron Street, Mobile, AL 36607 ("Contractor").

**WHEREAS**, Contractor and County entered into that certain Contract Number: 046-597-06-08; and

**WHEREAS**, Contractor provides inmate telephone services to the Lubbock County Jail, 811 Main Street, Lubbock, TX 79401, and the New County Jail Facility, 3502 North Holly Avenue, Lubbock, TX 79404.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Contractor and County hereby agree to amend and revise the Agreement as follows:

1. ARTICLE II TERM OF AGREEMENT.
  - a. Change the term of the contract from five (5) years to nine (9) years with a termination date of June 15, 2017. Remove the option for four (4) one year renewals.
  - b. Prior to the last sentence of Article II, insert: "This Agreement will automatically renew for one (1) year terms unless either party notifies the other, in writing, of its intent not to renew ninety (90) days prior to the end of a term."
  - c. The rest of Article II shall remain in full force and effect.
2. ARTICLE V DUTIES OF CONTRACTOR.
  - a. Change numbered paragraph 1 to read: CONTRACTOR will provide two (2) full-time Site Administrators.
  - b. Delete numbered paragraph 3 and substitute with:  
"3. CONTRACTOR shall integrate its systems as needed with the chosen kiosk. Payment into the inmates' commissary account can be used for debit (prepaid) calling."
  - c. Add numbered paragraph 4 as follows:  
"4. CONTRACTOR will present and offer COUNTY any new related technologies on a semi-annual basis. Available Phone System upgrades shall be provided at no cost to the COUNTY."
3. ARTICLE VII RATES.
  - a. Increase the Collect Commission from fifty-five percent (55%) to sixty percent (60%) at the County Jail Facility; and
  - b. Increase the Prepaid Commission from twenty percent (20%) to twenty-five percent (25%) at the County Jail Facility.

Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of Contractor and County, and the Agreement remains in full force and effect.

[[Signature Page Follows]]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the date first written above.

COUNTY OF LUBBOCK, TEXAS

GLOBAL TEL\*LINK CORPORATION

By: Thomas V. Head

By: [Signature]

Name: Tom Head  
Title: County Judge

Name: Jeffrey B. Haidinger  
Title: President, Services

REVIEWED FOR FORM ONLY:

[Signature]

B.J. Hemmeline, Chief  
Civil Division  
Lubbock County District Attorney Office

REVIEWED FOR CONTENT

[Signature]

Stephen Chandler  
Director of Purchasing

Attest Denise Wilson Deputy/for

Kelly Pinion  
Lubbock County Clerk