

RFP 26

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the 28 day of MAY, 202014, by and between these parties:

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

Union County Sheriff's Office (hereinafter referred to as "UNION")

WHEREAS, UNION 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, UNION and CTC hereby agree:

(A) THE WORK

UNION agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require 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, to include all existing and future facilities under the management of UNION. CTC will be responsible for any and all local, long distance, and equipment charges. CTC shall remit to UNION 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.

(1) LOCATION(S)

- (a) **Union County Detention Center**
250 American Road
El Dorado, Arkansas 71730

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(B) COMMISSIONS

- (1) CTC shall remit to UNION commissions as set forth herein below:

Telephone Traffic: 52% (Fifty-two Percent) of all *Usage Revenue* generated through *Traditional Collect, Prepaid Collect, and Prepaid Inmate Calling Card* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by UNION, as listed in Section A "The Work" and processed by CTC's call processing equipment;

Remote Video Visitation: 35% (Thirty-five Percent) of all *Usage Revenue* generated through *Remote Video Visitation* traffic originating from the facility managed by UNION and processed by CTC's visitation processing equipment;

Inmate E-mail: 35% (Thirty-five Percent) of all *Inmate E-mail, Sent and Received* by inmates at the facility managed by UNION and processed through CTC's inmate e-mail system.

- (2) **Remittance and Acceptance** – CTC shall pay all said commissions on a monthly basis on or around the 20th of day of each month, with the initial payment commencing Twenty (20) days after the end of the month in which installation of equipment occurred. Furthermore, CTC shall remit with the payment a summary report of all inmate telephone traffic for each respective commission period. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by UNION, 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.
- (3) **Adverse Conditions** – At any time while this contract is in force and effect, should the Arkansas Public Service Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes UNION'S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this agreement shall be for period beginning June 2nd, 20 14 with the initial term completed at Twenty-four (24) months. CTC or UNION, 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 UNION 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 automatically for additional Twenty-four (24) 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 UNION 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 UNION 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 UNION, subject to industry standards.

(F) OBLIGATIONS OF UNION

UNION agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC; (iv) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and UNION 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 either party fails to perform one of its obligations under this agreement **(i) by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement**, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice 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 receiving such notice, **(iv) or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if 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 the non-defaulting party may terminate this Agreement by giving written notice to the defaulting 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 **UNION** and **CTC** hereunder shall be subject to and interpreted in accordance with the laws of the State of Arkansas.

(I) NOTICES

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

TO UNION:

Union County Sheriff's Office

Attn: Sheriff Mike McGough

250 American Road

El Dorado, Arkansas 71730

PH: 870-864-1970 / FX: 870-864-1992

TO CTC:

City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.

4501 Marlena Street

Bossier City, Louisiana 71111

PH: 800-682-0707 / FX: 318-746-1214

(J) EQUIPMENT OWNERSHIP

UNION 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

- (1) **UNION** agrees to defend, hold harmless, and indemnify **CTC** from any and all damages, of any nature and kind, caused by **UNION**, 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 **UNION**.
- (2) **CTC** agrees to defend, hold harmless, and indemnify **UNION** 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 **UNION** 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.

- (i) Verbal Notice: 318-629-0760
- (ii) Facsimile Notice: 318-746-1214
- (iii) E-Mail Notice: jerry@citytelecoin.com, or jerryjr@citytelecoin.com
- (iv) Emergency: 318-746-3920 or 318-747-9208

(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 2ND day of June, 2014.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Union County Sheriff's Office

By: _____

Signature

Mike McGough

Print Name

Sheriff

Title

Union County, Arkansas

By: _____

Signature

Mike Loftin

Print Name

Union County Judge

Title

ATTACHMENT 1
VIDEO VISITATION SYSTEM

CTC shall provide to **UNION** a Video Visitation System (the "System") as follows:

(A) EQUIPMENT

Visitation Stations

20 fixed wall mounted units

1 Administrator Work Station(s) for visitation management and monitoring

Network Hardware

Audio and Video Equipment, including DVRs, Switches, Processors

Record Server

Surge Protectors

Uninterrupted Power Supply

Cables, Wires

Equipment Racks

(B) CONFIGURATION

Visitation Stations – Construction

Each Station is made up of a single visitation unit and associated components. Units are made of tamper resistant, correctional grade material that is durable, strong, and safe for use in a jail environment and feature steel lanyards and correctional grade handsets.

Visitation Stations – Power & Connectivity

Units will need to be powered individually, either by electrical power outlets furnished at the Center, or by 16 gauge conductor wire running directly from each unit to the network room. Each unit shall provide real-time video and audio input and output via a Cat 5 UTP cable which connects the unit directly to the Center's existing network infrastructure.

(C) REQUIREMENTS

Accommodations for Network Hardware

The Center shall provide the necessary space in the main network room at the Center for all network hardware and must allow for linkage to the network infrastructure. The Center may provide access to an alternate network closet or dedicate private space for a new network closet wherefrom the existing network infrastructure and power is readily accessible.

Accommodations for Visitation Booths

The Center shall provide the necessary space and booth construction for all visitation stations. The Center shall be responsible for the removal of any objects, including existing visitation stations, that may block or otherwise frustrate the installation of the new visitation stations. The Center shall be responsible for providing seating at each of the units.

ATTACHMENT 1 (Continued)

Data Connections

The Center shall provide an Ethernet Data connection capable of supplying at minimum enough bandwidth to simultaneously store and stream continuous video and audio feed.

Electrical Power Sources

The Center shall provide the electrical power sources required for the visitation system. In lieu of individual power outlets, 16 gauge conductor cables may be used to connect each unit to the network (a cost efficient means of providing power to the unit).

Network Hardware & Software

Hardware, including servers, recording devices, battery backups, audio and video switch components, processors, cables and wires, and equipment rack shall be provided by the vendor. The vendor will provide program software needed for running the visitation stations and software which allows for visitation system management, monitoring, recording, and playback.

Visitation Booths

The vendor shall provide, deliver, and install all visitation station units. Cabling and wiring needed for connecting each unit to the network infrastructure shall be handled by the vendor and carried out in such a way that is sound and consistent with those procedures and practices which are standards based and industry specific - wires and cables shall be contained within conduit or other tamper resistant material. The Center shall be responsible for any enclosures, construction of physical space, seating etc, that is outside what is listed above.

(D) DELIVERY

The estimated installation date of the System shall be 90 to 120 days from the execution of the *Correctional Communications Services Agreement* (the "Agreement").

(E) COST

The System is valued at \$60,000.00 and is being provided to **UNION** at no cost, unless **UNION** terminates the Agreement before 48 Months after installation of the System. Upon such action, **UNION** agrees to repay **CTC** for the System at the following prorated terms: **UNION** will refund **CTC** an amount equal to the \$60,000.00 Video bonus, the numerator of which is the number of months between the date of termination and the end of the 48 months. **UNION** shall pay any such refund within ten days after such termination, or at our election, **CTC** may deduct the refund from any commission due **UNION**.

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ATTACHMENT 1 (Continued)

THUS DONE AND SIGNED on this 2ND day of June, 2014.

City Tele-Coin Company, Inc.

By:


Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Union County Sheriff's Office

By:


Signature

Mike McGough

Print Name

Sheriff
Title

Union County, Arkansas

By:


Signature

Mike Loftin

Print Name

Union County Judge
Title

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT


BE IT KNOWN that on the undersigned days in February, 2017, came and appeared CITY TELE-COIN COMPANY, INC., hereinafter referred to as "CTC", and, the Union County Sheriff's Office, appearing through their duly authorized representatives for the purpose of enacting this Hold Harmless and Indemnification Agreement, who state as follows:

That on the 2nd day of June, 2014, the parties hereto entered into a Correctional Communications Services Agreement whereby CTC agreed to provide inmate and pay telephone communications services, and a Video Visitation System to the facility managed by Union County Sheriff's Office, said facility known as Union County Jail and located at 250 American Road, El Dorado, Arkansas 71730. That as of the date of this agreement both parties are in compliance with the terms of said agreement and not in default. Union County Sheriff's Office states that it has made a request of "CTC" to install a link which will permit the users of the "CTC" telephone communications system to open a link allowing said users, specifically inmates, to open the law library software site by selecting the icon located on the "CTC" kiosk screen. This link allows users access to legal opinions, cases, statutes, etc. for research purposes. "CTC" and Union County Sheriff's Office state that "CTC", by this agreement, does not warrant the content, the data, or information, contained in the law library link, software, or site. "CTC" further states and Union County Sheriff's Office agrees that "CTC" is not responsible, or liable, and has no obligation of any nature or kind with the law library software, update, maintenance, or any other aspect of the law library software or site. Union County Sheriff's Office, by this agreement, agrees to indemnify and hold harmless "CTC", should any user, be it inmate or other individual, use the access to the law library to open or access any other site or link, and thereby cause damage, of any nature or kind, to any other person, party, individual, group, corporation, LLC, or other entity of any nature or kind, including but not limited to the actual user, inmate, or other individual or entity, who opened the secondary site or link utilizing the law library software link. Said indemnity and hold harmless includes the cost of any defense including attorney fees incurred by "CTC" in defense of said claim, together with, and including, any judgment, award, ruling, or any other decision that casts any award against "CTC" resulting from the use of the law library software or link. Union County Sheriff's Office states that it is responsible, and assumes the liability for all costs, fees, updates, or charges arising from the use of the law library software.

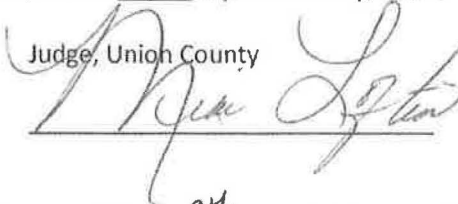
THUS DONE AND SIGNED in El Dorado, Arkansas, on the 9th day of February, 2017.

Union County Sheriff's Department

By:


Ricky Roberts, Sheriff

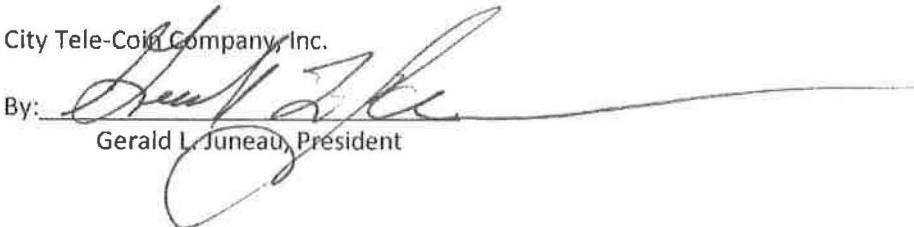
Judge, Union County



THUS DONE AND SIGNED in Bossier City, Louisiana, on this the 9th day of February, 2017.

City Tele-Coin Company, Inc.

By:


Gerald L. Juneau, President