

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the 8th day of June, 2018, 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 telephone, video visitation and messaging communication services, and that said communications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone and video services. **CTC** shall install, service, and maintain inmate telephone, video visitation and messaging 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 **UNION** its portion of the revenues as set out herein below.

(1) LOCATIONS

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

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(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 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 UNION 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 reassignment.

- (1) CTC shall remit to UNION 52% (Fifty-Two Percent) of all Billable Usage Revenue generated through Gross Collect, Prepaid Inmate Calling Cards, and Direct Pay 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 system. CTC shall remit to UNION 35% (Thirty-Five Percent) of all Revenue generated through Remote Video Visitation via inmate video traffic. Billable Usage Revenue is defined as Gross Revenue minus all applicable state, County, city, and/or federal taxes, and all fees applicable by law. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) Remittance and Acceptance – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to UNION on a monthly basis on or around the 20th day of each month. 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 within 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 _____, 2018, with the initial term completed in Forty-Eight (48) Months on _____, 2022. At the initial term completion date, or any subsequent renewal term completion date, CTC or UNION, at its option, has the right to refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to UNION or CTC. Any certified notice shall be mailed and received Ninety (90) days prior to scheduled termination date of this contract, or subsequent renewal term, to the address provided herein. This initial contract, and any renewal thereof, shall continue in force automatically for additional Forty-Eight (48) Month periods should no action be taken by either party within the time frame set out herein.

(D) ASSIGNMENT

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any U.S. based banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other financial 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; (v) UNION will allow inmates access to the telephone and video equipment a minimum of 12 hours per day, 7 days per week except during transport.

(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. Such termination shall be effective thirty (30) days after notice is provided by the non-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 Ricky Roberts
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) 318-746-1114 or 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.

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(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. Further, specifically, but not limited to any and all damages that are in any way, shape, or form related to the improper or illegal use by any individual, including but not limited to inmates, of any exposed conduit installed by CTC, whether the damage be to the person or property, including but not limited to attorney's fees incurred by CTC in defense of any such damage or claim for any such damage(s).
- (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 Noticesupport@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

(M) PREPAID CALLING CARDS

Prepaid calling cards will be provided to the facility to be used for resale to inmates at UNION only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third party commissary operator to handle the prepaid calling card purchases for UNION, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify CTC in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of UNION's notice to change. The change to a commissary operative will not affect UNION's liability for the cost of the cards. UNION will remain primarily liable for said cost of purchase.

CTC shall invoice UNION for each of the orders for calling cards. All applicable sales taxes and other charges, including shipping and handling, will be included in said invoice. UNION specifically agrees to pay said invoice within thirty (30) days of receipt of order. Should UNION provide CTC with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, CTC will not charge the sales taxes on the purchase invoice submitted to UNION upon purchase of the prepaid calling cards.

Should the invoice not be paid within said thirty (30) days, CTC hereby reserves, and UNION hereby authorizes, CTC to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, UNION specifically authorizes CTC to deduct the balance due from any earned commissions which UNION may have coming due from CTC. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by CTC prior to the time of sale.

(N) EXCLUSIVITY PROVISION

UNION hereby states and affirms that CTC shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate communications systems, including but not limited to inmate telephone systems, video visitation systems, messaging, texting, arraignment systems, and any and all other Apps or systems which can be provided by CTC by wired or wireless devices.

(O) TECHNOLOGY BONUS

CTC shall provide to UNION as a technology bonus, a TV style Arraignment system, due after contract has been fully executed.

(P) 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.

(Q) 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 8th day of June, 2018.

Union County Sheriff's Office

By: _____

Signature

Ricky Roberts

Print Name

Sheriff

Title

Union County, Arkansas

By: _____

Signature

Mike Loftin

Print Name

Union County Judge

Title

THUS DONE AND SIGNED on this _____ day of _____, 2018.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title