

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the 30th day of MARCH, 2021, by and between these parties:

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

Clay County Sheriff's Office (hereinafter referred to as "CLAY")

WHEREAS, CLAY has requested **CITY** to perform the services hereinafter described and **CITY** 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, **CLAY** and **CITY** hereby agree:

(A) THE WORK

CLAY 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 telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone and video services. **CITY** 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, to include all existing and future facilities under the management of **CLAY**. **CITY** will be responsible for any and all local, long distance, and equipment charges. **CITY** shall remit to **CLAY** its portion of the revenues as set out herein below.

(1) LOCATIONS

- (a) Clay County Jail**
215 West Gilbert Street
Henrietta, Texas 76365

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

(B) COMMISSIONS

As to any inmate unit that is located within those locations listed in Section A.1 whereby service to that unit is being provided by CITY successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CITY to CLAY commencing with the exact point in time in which the first billable or prepaid call has been initiated from that unit; moreover, such revenue shall remain commissionable and payable on any such unit until service to that unit has been reassigned through contractual reassignment.

- (1) CITY shall remit to CLAY **58% (Fifty-Eight Percent)** of all **Billable Gross Usage Revenue** generated through **Gross Collect, Prepaid Inmate Calling Cards, and Direct Pay**, traffic (local, intraLATA, interLATA, and interstate). CITY shall remit to CLAY **25% (Twenty-Five Percent)** of all **Billable Gross Usage Revenue** generated through all **Video Visitation Services, Messaging, and Attachments** originating from the facility managed by CLAY, as listed in Section A "The Work" and processed by CITY's call processing system. CITY shall remit to CLAY **10% (Ten Percent)** of **Billable Gross Usage Revenue** generated through all **Media Apps** originating from the facility, via inmate tablets, managed by CLAY. Billable Gross Usage Revenue is defined as Gross Revenue minus all applicable state, county, city, and/or federal taxes, and all fees applicable by law. CITY 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, CITY shall remit commission payments to CLAY 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 CITY by way of written notice by CLAY 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** – The parties acknowledge that any time while this contract is in force and effect, the Public Utility Commission of Texas, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, may 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 communication traffic in a way that causes CLAY'S generated revenue from such traffic to be adversely affected.

(C) TERMS

The initial term of this agreement shall be for period beginning 4/1, 2021, with the initial term completed in Sixty (60) months, on 4/1, 2026. At the initial term completion date, or any subsequent renewal term completion date, CITY or CLAY, 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 CLAY or CITY. 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 Twelve (12) Month periods should no action be taken by either party within the time frame set out herein.

(D) ASSIGNMENT

CITY's interest in and to this service agreement may be transferred or assigned, at the discretion of CITY, 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

CITY agrees to provide for CLAY adequate equipment with the ability to perform monitoring, recording, and cutoff switches. CITY has the right, and maintains the right, to remove or relocate any telephone or video equipment, from any location which is the subject of and governed by the terms of this agreement that CITY, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until CLAY is given ten (10) days written notice of CITY'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. CITY 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 CITY. CITY agrees to install and maintain at least the minimum number of coin-less inmate telephones and video units as needed at the facility and/or as many as requested by CLAY, subject to industry standards.

(F) OBLIGATIONS OF CLAY

CLAY 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 **CITY**; (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 **CITY** and its employees or agents as needed by **CITY**; (iv) Allow **CITY** to affix signs to the equipment, as required by law. Said signs are to be furnished by **CITY**, and **CLAY** 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) **CLAY** will allow inmates access to the telephone and video equipment a minimum of 10 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. 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 **CLAY** and **CITY** hereunder shall be subject to and interpreted in accordance with the laws of the State of Texas.

(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 CLAY: Clay County Sheriff's Office

Attn: Sheriff Jeff Lyde
215 West Gilbert Street
Henrietta, Texas 76365

(PH) 940-538-5611

(FX)

TO CITY: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlana Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707

(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

CLAY acknowledges and agrees that **CITY** shall remain the sole and exclusive owner of all inmate communication equipment, from the interface to, and including, the telephone and video unit.

(K) HOLD HARMLESS

CLAY agrees to defend, hold harmless, and indemnify **CITY** from any and all damages, of any nature and kind, caused by **CLAY**, 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 **CITY** in defense of a claim for damages caused by **CLAY**. 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 **CITY**, whether the damage be to the person or property, including but not limited to attorney's fees incurred by **CITY** in defense of any such damage or claim for any such damage(s).

CITY agrees to defend, hold harmless, and indemnify **CLAY** from any and all damages, of any nature and kind, caused by **CITY**, 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 **CLAY** in defense of claim for damages caused by **CITY**.

(L) REPAIR SERVICE

CITY shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CITY** shall respond within 24 hours after receipt of verbal notice, email 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 **CITY** 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.....support@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

(M) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **CLAY** to be used for resale to inmates at **CLAY** 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 your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify **CITY** 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 your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CITY shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide **CITY** 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, **CITY** will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

CLAY acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of **CLAY**'s order. Should the invoice not be paid within said thirty (30) days, **CITY** hereby reserves, and **CLAY** hereby authorizes, **CITY** to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize **CITY** to deduct the balance due from any earned commissions which you may have coming due from **CITY**. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by **CITY** prior to the time of sale.

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

(N) TELECOMMUNICATIONS TABLETS

CITY shall provide **at no cost** to **CLAY** a Telecommunications Tablet System (the "System") which consists of Twelve (12) telecommunications tablets.

(i) REQUIREMENTS

Accommodations for Network Hardware

CLAY 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. **CLAY** 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.

CLAY shall set aside a Two (2) hour period for training of the System Administrator by an employee of **CITY** within Ten (10) working days of the System Install.

Data Connections

CITY shall provide an Ethernet Data connection capable of supplying at minimum enough bandwidth to simultaneously store and stream continuous video and audio feed. The cost of the circuit shall be deducted from **CLAY's** commissions on a monthly basis.

Electrical Power Sources

CLAY shall provide the electrical power sources required for the 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). If **CLAY** does not provide a dedicated power outlet to a backup generator, the warranty shall be void. **CLAY** shall provide **CITY** with adequate access to a 20-amp electrical outlet tied to **CLAY's** Emergency Backup Power Circuit (Generator) within the confines of **CLAY's** Server Room. Should **CLAY** not currently have an Emergency Backup Power Unit, then, and only then, the facility shall provide an Emergency Backup Power Unit (generator) with sufficient capacity to power the **CITY** video system without causing damage to same. Any damage incurred by **CITY'S** equipment due to electrical failure while not connected to **CLAY's** Emergency Backup Power Circuit (Generator) shall be the sole financial responsibility of the facility and will not be covered under any warranty offerings by **CITY**.

Network Hardware & Software

Hardware, including servers, recording devices, battery backups, audio and System components, processors, cables and wires, and equipment rack shall be provided by the vendor. The vendor will provide program software. **CITY** is not responsible for any cost dictated by the County's JMS Company. The System requires JMS integration. **CLAY** shall be responsible for any costs associated with Interfacing with their Jail Management System, (JMS).

(ii) 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").

(iii) COST

CITY shall provide the System **at no cost** to **CLAY**. The System shall remain the sole property of **CITY** and as such, shall be returned to **CITY** upon termination of the Agreement.

(iv) RIGHT OF USE

CITY, as part and parcel of this Agreement, allows **CLAY** the use of the software program(s) hereinafter referred to as "PROGRAM(S)" that are the basis of the operating system used in the video system hardware. It is specifically understood and agreed that the PROGRAM(S) shall remain the sole proprietary property of **CITY**. No part of this attachment, or the Correctional Communication Services Agreement, shall be interpreted in any way to attempt to state the ownership, or any rights of ownership, in and to the PROGRAM(S) are conveyed herein to **CLAY**.

The use of the PROGRAM(S) shall not convey any ownership interest in and to said PROGRAM(S) to **CLAY**, only the use of the PROGRAM(S) during the life of this agreement. Should **CLAY** terminate this agreement and/or the Correctional Communications Services Agreement, an extension or renewal thereof, or any new agreement with **CITY**, for any cause whatsoever, the right of use in and to the PROGRAM(S) granted herein, shall terminate immediately by means independent to **CITY**, without notice to **CLAY**.

(O) EXCLUSIVITY PROVISION

CLAY hereby states and affirms that **CITY** 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 **CITY** by wired or wireless devices.

(P) TECHNOLOGY BONUS

CITY shall provide for **CLAY**, a one-time technology bonus of \$5,000.00 (Five Thousand Dollars and Zero Cents) in non-commissionable Prepaid Inmate Calling Cards, due after system has been installed.

-- REMAINDER OF PAGE LEFT BLANK ON PURPOSE --

(Q) 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.

(R) 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 7~~th~~ day of MAY, 2021.

Clay County Sheriff's Office

By: [Signature]
Signature

Jeff Lyde
Print Name

Sheriff
Title

Clay County, Texas

By: [Signature]
Signature

MIKE CAMPBELL
Print Name

SQUAD JUDGE
Title

THUS DONE AND SIGNED on this _____ day of _____, 2021.

City Tele-Coin Company, Inc.

By: _____
Signature

Gerald L. Juneau
Print Name

President & CEO
Title