

## CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the 21 day of February, 2019, by and between these parties:

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

McNairy County Sheriff's Department (hereinafter referred to as "MCNAIRY")

**WHEREAS, MCNAIRY** 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, **MCNAIRY** and **CTC** hereby agree:

### (A) THE WORK

**MCNAIRY** agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require video visitation and inmate telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. **CTC** shall install, service, and maintain inmate telecommunication 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 **MCNAIRY**. **CTC** will be responsible for any and all local, long distance, and equipment charges. **CTC** shall remit to **MCNAIRY** its portion of the revenues as set out herein below. Parties acknowledge that **CTC** shall be the exclusive provider of such services, at below location, during the time this agreement is in force and effect.

### (1) LOCATIONS

- (a) **McNairy County Jail**  
300 Industrial Park Drive  
Selmer, Tennessee 38375

--- 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 CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to MCNAIRY 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) CTC shall remit to MCNAIRY **55% (Fifty-Five 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 MCNAIRY, as listed in Section A "The Work" and processed by CTC's call processing system. CTC shall remit to MCNAIRY **20% (Twenty Percent)** of all Revenue generated through *Inmate Initiated Video Calls, Pictures, and Messaging* 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 MCNAIRY on a monthly basis on or around the 20<sup>th</sup> day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by MCNAIRY 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 Tennessee Regulatory Authority, 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 MCNAIRY'S generated revenue from such traffic to be adversely affected.

**(C) TERMS**

The initial term of this agreement shall be for period beginning May 5, 2019, with the initial term completed in 48 (Forty-Eight) Months on May 6, 2023. At the initial term completion date, or any subsequent renewal term completion date, CTC or MCNAIRY, 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 MCNAIRY 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 48 (Forty-Eight) 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 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 MCNAIRY adequate equipment with the ability to perform monitoring, recording, and cutoff switches. CTC 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 CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until MCNAIRY 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 and video units as needed at the facility and/or as many as requested by MCNAIRY, subject to industry standards.

**(F) OBLIGATIONS OF MCNAIRY**

MCNAIRY 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 MCNAIRY 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) MCNAIRY 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 MCNAIRY and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Tennessee.

**(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 MCNAIRY: McNairy County Sheriff's Department**

Attn: Sheriff Guy Buck  
300 Industrial Park Drive  
Selmer, Tennessee 38375

(PH) 731-645-1004

(FX)

**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**

MCNAIRY acknowledges and agrees that CTC 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**

MCNAIRY agrees to defend, hold harmless, and indemnify CTC from any and all damages, of any nature and kind, caused by MCNAIRY, 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 MCNAIRY. Further, holding CTC harmless and indemnifying CTC 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 equipment or 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).

CTC agrees to defend, hold harmless, and indemnify MCNAIRY 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 MCNAIRY 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, 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 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 .....support@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

**(M) PREPAID CALLING CARDS**

Prepaid calling cards will be provided to MCNAIRY to be used for resale to inmates at MCNAIRY 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 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 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.

CTC 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 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 you upon purchase of the prepaid calling cards.

Should the invoice not be paid within said thirty (30) days, CTC hereby reserves, and MCNAIRY 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, you specifically authorize CTC to deduct the balance due from any earned commissions which you 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) VIDEO VISITATION**

CTC shall provide at no cost to MCNAIRY a Video Visitation System (the "System") consisting of Twelve (12) inmate units and Four (4) visitor units.

**(i) 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.

**(ii) REQUIREMENTS**

**Accommodations for Network Hardware**

MCNAIRY 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. MCNAIRY 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**

**MCNAIRY** shall provide the necessary space and booth construction for all visitation stations and 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. **MCNAIRY** shall be responsible for providing seating at each of the units.

#### **Accommodations for System Administrator**

**MCNAIRY** shall provide, and advise **CTC**, an individual designated as a Video System Administrator whose responsibilities shall include, but not be limited to, overseeing installation of the video system, daily oversight of scheduling of visitation, examining and reporting any and all issues relating to maintenance or problems to **CTC**.

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

#### **Data Connections**

**CTC** shall provide an internet circuit capable of supplying, at minimum, enough bandwidth to simultaneously store and stream continuous video and audio feed. The cost of the internet circuit shall be withheld from commissions due **MCNAIRY**.

#### **Electrical Power Sources**

**MCNAIRY** 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). If **MCNAIRY** does not provide a dedicated power outlet to a backup generator, the warranty shall be void.

#### **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. **CTC** is not responsible for any cost dictated by the County's **JMS Company**. Video Visitation scheduling requires **JMS** integration. **MCNAIRY** shall be responsible for any costs associated with interfacing with their Jail Management System, (**JMS**).

#### **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. **MCNAIRY** shall be responsible for any enclosures, construction of physical space, seating etc, that is outside what is listed above.

#### **(iii) 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").

#### **(iv) COST**

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

#### **(v) RIGHT OF USE**

**CTC**, as part and parcel of this Agreement, allows **MCNAIRY** 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 **CTC**. 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 **MCNAIRY**.

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

(O) EXCLUSIVITY PROVISION

MCNAIRY 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, arraignment systems, and any and all other Apps or systems which can be provided by CTC by wired or wireless devices.

(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 27 day of February, 2019.

McNairy County Sheriff's Department

By: [Signature]  
Signature  
Guy Buck  
Print Name  
Sheriff  
Title

McNairy County, Tennessee

By: [Signature]  
Signature  
LARRY W. SMITH  
Print Name  
County Mayor  
Title

THUS DONE AND SIGNED on this 5<sup>th</sup> day of May, 2019.

City Tele-Coin Company, Inc.

By: [Signature]  
Signature  
Gerald L. Juneau  
Print Name  
President & CEO  
Title