



Combined Public Communications, LLC
Inmate Communications General Service Agreement ("Agreement")

Combined Public Communications, LLC ("CPC"), with its principal place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Newaygo County Sheriff's Office ("Customer") with its principal place of business at 1035 E. James Street, White Cloud, MI 49349 agree as follows:

Exclusive Agreement

CPC provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit CPC to install the products and services described herein (hereinafter referred to as the "Offering"). CPC shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities. CPC shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. CPC and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties.

Interface Requirements

CPC products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, CPC requires one of the following options:

Customer or Customer's JMS provider must complete a cost-free interface written to CPC specifications developed, tested, configured, and completely functional 7 days prior to CPC turning on any products or services requiring inmate data.

Customer must provide a cost-free, direct connection to Customer's system's database to pull the required inmate data. CPC can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by CPC. The program and installation are provided free of charge to Customer for the life of the Agreement. CPC and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CPC services.

Liability:

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of CPC agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CPC will have no liability for the content of recordings stored on behalf of the Customer. In no event shall CPC's aggregate liability to Customer under this Agreement exceed the amount paid to CPC under this Agreement.

Indemnification:

CPC hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling. In the event of future legislation or administrative regulation materially alters the charges which may be made by CPC, CPC agrees to abide by any such statute or ruling and bring their



conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless CPC from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

Fees

End User Fees/Charges	
Funding Method	End User Fees/Charges
Website & Automated (IVR) System	Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee
Live Customer Service Representative	Credit Card- \$5.95 per transaction + third-party, pass-through, credit card processing fee
ITS Lobby Deposit Kiosk	Cash – \$3.00 per transaction Credit Card- \$3.00 per transaction + third-party, pass-through, credit card processing fee
Third Party Providers*	Third party financial transaction fees may be in addition to other fees as applicable to the transaction type.

**Pertaining to, but not limited to, MoneyGram, Western Union, transfers from commissary accounts, etc. Fees do not include any markup by CPC.*

Taxes, Regulatory & Network Fees:

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

Regulatory Changes:

In the event that new and/or revised government regulations prevent CPC from providing commission or services to the Customer, CPC will have the right to renegotiate this Agreement with the Customer. CPC reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CPC (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by customer, CPC and customer will negotiate in good faith regarding reduction to rates if customer agrees to no longer receive commission or other financial compensation. CPC can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

Uncontrollable Circumstances:

CPC and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.



Service, Maintenance & Repair Agreement:

All service and maintenance of the Offering will be the sole responsibility of CPC. CPC may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CPC, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in CPC's judgment, the revenue generated by the existing equipment warrants such adjustments.

Service Level Agreement

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

Agreement Term:

This Agreement will remain in force and effective for thirty-six (36) months from the Commencement Date. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or any renewal term of this Agreement, this Agreement shall automatically renew upon the same terms and conditions as set forth herein.

Termination:

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. In the event any governmental tariff or regulation prevents CPC from providing services or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then CPC at its sole discretion may terminate this Agreement without liability. In the event of a termination of this Agreement for any reason, the Customer agrees to allow CPC access to the facility in order to remove all equipment, including but not limited to all wall mounted equipment and all associated equipment. CPC agrees to remove the equipment within thirty (30) days after termination of this Agreement.

CPC Equipment:

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CPC. Customer will promptly report to CPC misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CPC.

Customer Access to Equipment and Reports:

CPC will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor and record calls and run call detail reports, among other functionality. Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and CPC shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Call detail reports will be stored off site at a secure CPC location. CPC technicians will train Customer's authorized staff on the usage of the system.

Resolution of Disputes:

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Campbell County in the Commonwealth of Kentucky or another location mutually agreeable to the parties.



The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in a Kentucky court of competent jurisdiction, if necessary.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) for the purpose of selling prepaid talk time minutes, any other inmate communication services, and any other products that CPC may offer to the inmate or friends and family. The KIOSK or vending machine location(s) will be agreed upon by the Customer and CPC and remain operable and on site throughout the term of the Agreement. CPC technicians will service, stock and maintain the machine(s).

ITS Rate & Commission:

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the Customer.

Feature	Rate	Commission
Prepaid calling with the US	\$0.20/minute	A monthly guarantee* of fifteen thousand dollars (\$15,000.00) each month based upon total talk time
Prepaid International Calling	Rates will vary by country called. A list of countries and costs will be supplied to customer	

*The monthly guaranteed payment is based on the Customer's current average daily population (ADP) count of three hundred and sixteen (316). If the ADP decreases fifteen percent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate this monthly guaranteed payment upon thirty (30) days advanced written notice to Customer. If the ADP increases by sixty inmates or more over a three (3) month period, CPC will renegotiate this monthly guaranteed payment.

Customer should initial one of the following options regarding this technology:

Option 1: Customer agrees to continue to utilize the ITS.

Option 2: Customer is not interested in utilizing ITS.

Pin Debit Transfers:

Customer may ask CPC to interface with Customer's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with CPC. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by Customer. At the time an inmate initiates a transfer to Vendor to purchase prepaid phone time, CPC's system will recognize the prepaid purchase, but Customer will continue to hold the cash deposit. At the end of each month, CPC will invoice Customer for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

Customer agrees that payment terms for this invoice will be "due upon receipt" and will be paid to CPC directly from the commissary trust fund. Additionally, at the request of CPC, Customer agrees to work with CPC to establish a direct ACH transfer to transfer money from the commissary trust account to CPC for the total amount of commissary pin debit transfers. In the event that an invoice remains unpaid for greater than thirty (30) days, CPC, in its sole discretion, may withhold payment of any commissions or other payments



due to Customer until the past due invoice has been paid. Customer explicitly agrees that the non-payment by CPC of commissions or other payments due to past due invoices does not constitute a breach by CPC of this Agreement.

CPC View Rate & Commission:

CPC will continue to provide and maintain the CPC View In-Pod Kiosk Solution that includes up to forty-six (46) View Units, forty-six (46) stools, one (1) server and required bandwidth. The equipment will always remain the property of CPC.

Video Visitation

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	20%

Customer should initial one of the following options regarding Video Visitation:

Option 1: Customer agrees to continue to utilize Remote Video Visitation along with Onsite Video Visitation.

Option 2: Customer is not interested in utilizing Video Visitation.

Email

Feature	Rate	Commission
Email	\$0.50/email	20%

Customer should initial one of the following options regarding this technology:

Option 1: Customer agrees to continue to utilize Email.

Option 2: Customer is not interested in utilizing Email.

CPC Responsibilities

CPC will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

Customer Responsibilities:

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

Remote Video Visitation Storage

CPC will store remote video visits for ninety (90) days.

Fast Case Law Library

CPC will continue to provide the Customer access to Fast Case Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of 316 inmates at one dollar (\$1.00) per inmate per month for a total of \$316.00 per month. The yearly Service fee will be deducted from the customer's monthly commission. This Service is subject to a monthly commission deduction on an annual



basis. This service is subject to an annual ADP adjustment and will automatically renew on an annual basis. Customer should initial one of the following options regarding this technology:

Option 1: Customer wishes to continue to utilize this Fast Case on CPC-View.

Option 2: Customer is not interested in utilizing this Fast Case.

Additional Investigative Tools:

CPC can continue to provide the Customer with additional investigative tools that can be added to the ITS solution.

1. Voice Print Speaker Identification Program (CPC-ITB):

Customer agrees to continue to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events. Customer agrees to utilize the Voice Print Speaker Identification Program. A non-commissionable one cent (\$0.01) will be implemented to the current calling rate to fund this program.

Option 1: Customer agrees to continue utilize the Voice Print Speaker Identification Program (CPC-ITB).

Option 2: Customer is not interested in Voice Print Speaker Identification Program.

Automated Public Information System (APIS)

Customer understands that CPC will need information from the JMS. This information includes inmate data, which is permanent ID number, full name, date of birth, and location in the facility. Also, bond and charge information for each inmate. This will be provided free of charge from the JMS to CPC using CPC's web services set of API's. Documentation for the API's will be provided by CPC to the JMS company upon execution of this agreement. It is the responsibility of the JMS company to work with CPC free of charge to provide CPC all data required for this system to work. The Customer will be required to approve and sign the APIS script before the APIS can be implemented.

APIS Pricing

The CPC Automated Public Information System (APIS) can be provided to the Customer at a cost of one dollar (\$1.00) per inmate per month. Starting at the time of APIS activation, three hundred and sixteen dollars (\$316.00) will be deducted from the Customer's monthly inmate telephone commission to fund the service. This monthly deduction is based on the Customer's current ADP count of three-hundred and sixteen (316). The commission deduction is subject to adjustment, to reflect fluctuations in ADP.

Customer should initial one of the following options regarding this technology.

Option 1: Customer would like to continue to utilize CPC's APIS program.

Option 2: Customer is not interested in using CPC's APIS program.

Technology Grant / Signing Bonus

CPC will provide Customer forty-five thousand dollars (\$45,000.00) in the form of a refundable technology grant to be used at Customer's discretion for budget expenditures and will be allocated over the term of the agreement.

The amount of the technology grant/signing bonus is based on: (a) the Customer's current average daily population (ADP) count of three-hundred and sixteen (316); and (b) this Agreement being in effect for the full initial term. The technology grant/signing bonus will vest over the initial term in an amount equal to



\$1,250.00 per month, commencing on the Commencement Date. In the event this Agreement is terminated prior to the expiration of the initial term, the remaining non-vested balance of the technology grant/signing bonus will be refunded to CPC within forty-five (45) days of termination notification. Further, in the event the ADP decreases fifteen percent (15%) or more over a three (3) month period, CPC reserves the right to renegotiate the amount of the technology grant upon thirty (30) days advance written notice to Customer.

Authority to Represent:

Each party to this Agreement warrants and represents that it has the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Offering. Furthermore, by signing this document Customer confirms to CPC that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider, or alternative provider of any components of the Offering contemplated herein. The person signing this Agreement on behalf of Customer has the authority and hereby directs CPC to install the Offering and all associated equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 15th day of January, 2023 (the "Commencement Date"¹).

Any and all previous contracts and agreements entered into between these parties are null and void.

Newaygo County Sheriff's Office

Combined Public Communications, LLC

Signature: [Handwritten Signature]

Signature: Casey Rote

Print Name: Robert Mendham

Print Name: Casey Rote

Print Title: Sheriff

Print Title: Regional manager

Date: 07-06-2022

Date: 7/6/22

Commissioner

Signature: [Handwritten Signature]

Print Name: Bryan Kelle

Print Title: Board Chairman

Date: 07-06-2022
