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CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

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NOTARY PUBLIC CLERK
MONTAGUE, TX

Made on this, the 26th day of November, 2018, by and between these parties:

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

Montague County Sheriff's Office (hereinafter referred to as "MONTAGUE")

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

(A) THE WORK

MONTAGUE 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. **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 **MONTAGUE** its portion of the revenues as set out herein below.

(1) LOCATIONS

- (a) Montague County Jail**
111 South Grand Street
Montague, Texas 76251

(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 MONTAGUE 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 MONTAGUE **65% (Sixty-Five Percent)** of all *Billable Gross Usage Revenue* generated through *Gross Collect and Direct Pay*, traffic (local, *intraLATA*, *interLATA*, and interstate). CTC shall issue to MONTAGUE, a Purchase Discount of **65% (Sixty-Five Percent)** on *Prepaid Inmate Calling Cards* at any time a purchase is made by MONTAGUE, revenue arising from the sale of Prepaid Inmate Calling Cards, sold by MONTAGUE, shall not be paid commission based on Billable Usage Revenue. CTC shall remit to MONTAGUE **20% (Twenty Percent)** of all *Billable Gross Usage Revenue* generated through all *Video Visitation Services, Messaging, and Attachments* originating from the facility managed by MONTAGUE, as listed in Section A "The Work" and processed by CTC's call processing system. 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. 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 MONTAGUE 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 MONTAGUE 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 MONTAGUE'S generated revenue from such traffic to be adversely affected.

(C) TERMS

The initial term of this agreement shall be for period beginning _____, 2018, with the initial term completed in Sixty (60) months, on _____. At the initial term completion date, or any subsequent renewal term completion date, CTC or MONTAGUE, 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 MONTAGUE 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 Two (2) additional Twelve (12) 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 MONTAGUE 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 MONTAGUE 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 MONTAGUE, subject to industry standards.

(F) OBLIGATIONS OF MONTAGUE

MONTAGUE 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 MONTAGUE 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) MONTAGUE 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 MONTAGUE and CTC 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 MONTAGUE: Montague County Sheriff's Office

Attn: Sheriff Marshall Thomas
111 South Grand Street
Montague, Texas 76251

☎ 940-894-2491
☎ 940-894-2114

TO CTC: City Tele-Coin Company, Inc.

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

☎ 318-746-1114 or 800-682-0707
☎ 318-746-1214

(N) VIDEO VISITATION

CTC shall provide at no cost to MONTAGUE a Video Visitation System (the "System") which consists of Fifteen (15) inmate kiosks.

(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

MONTAGUE 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. MONTAGUE 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

MONTAGUE 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. MONTAGUE shall be responsible for providing seating at each of the units.

Accommodations for System Administrator

MONTAGUE 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.

MONTAGUE 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 circuit shall be deducted from MONTAGUE's commissions on a monthly basis.

Electrical Power Sources

MONTAGUE 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 MONTAGUE 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. MONTAGUE 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. **MONTAGUE** 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 and System maintenance **at no cost** to **MONTAGUE**. 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 **MONTAGUE** 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 **MONTAGUE**.

The use of the PROGRAM(S) shall not convey any ownership interest in and to said PROGRAM(S) to **MONTAGUE**, only the use of the PROGRAM(S) during the life of this agreement. Should **MONTAGUE** 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 **MONTAGUE**.

(O) EXCLUSIVITY PROVISION

MONTAGUE 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.

(P) TECHNOLOGY BONUS

CTC shall provide **at no cost** to **MONTAGUE** a one-time Prepaid Inmate Calling Card bonus in the amount of \$10,000.00 (Ten Thousand Dollars and Zero Cents), due after system has been installed.

(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 26th day of November, 2018.

Montague County Sheriff's Office

By: 

Signature

Marshall Thomas

Print Name

Sheriff

Title

Montague County, Texas

By: 

Signature

Rick Lewis

Print Name

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