

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this day of August, 2024, by and between these parties:

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

and

Sabine County Sheriff's Department (hereinafter referred to as "SABINE")

WHEREAS, SABINE 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, SABINE and CITY hereby agree:

(A) THE WORK

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

(1) LOCATIONS

- (a) **Sabine County Jail**
310 East Main Street Gentry
Hemphill, Texas 75948

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City Tele-Coin Company, Inc.

4501 Marlena Street, Bossier City, LA 71111

800.682.0707 / www.citytelecoin.com

(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 SABINE 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 SABINE 45% (Forty-Five Percent) of all Billable Usage Revenue generated through *Gross Collect and Direct Pay* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by SABINE, as listed in Section A "The Work" and processed by CITY's call processing system. CITY shall issue to SABINE, a Purchase Discount of 45% (Forty-Five Percent) on *Prepaid Inmate Calling Cards* at any time a purchase is made by SABINE, revenue arising from the sale of Prepaid Inmate Calling Cards, sold by SABINE, shall not be paid commission based on Billable Usage Revenue. 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 SABINE on a monthly basis on or around the 30th day of each month. Any objection to a commission payment shall be brought to the attention of CITY by way of written notice by SABINE 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 SABINE'S generated revenue from such traffic to be adversely affected, or, CITY'S Billable Usage Revenue to be adversely affected, then, both Parties hereto agree to renegotiate the terms of this Agreement in good faith.

(C) TERMS

The initial term of this agreement shall be for a period beginning October 1, 2024, with the initial term completed in Sixty (60) months, said date being September 30, 2029. At the initial term completion date, and only at the initial term date or any subsequent renewal term completion date, CITY or SABINE, at its option, has the right to refuse this contract renewal, under the terms and conditions set forth by this contract, by giving certified notice to SABINE 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 SABINE 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 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 SABINE 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 as needed at the facility and/or as many as requested by SABINE, subject to industry standards.

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(F) OBLIGATIONS OF SABINE

SABINE agrees to undertake and perform the following: (i) Provide all necessary power and space for proper installation and maintenance of the equipment; (ii) Provide safe and secure access to the equipment by CITY and its employees or agents as needed by CITY; (iii) Allow CITY to affix signs to the equipment, as required by law. Said signs are to be furnished by CITY, and SABINE 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.

(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 SABINE 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 SABINE: Sabine County Sheriff's Department

Attn: Sheriff Thomas Maddox
310 East Main Street Gentry
Hemphill, Texas 75948

(PH) 409-787-2266
(FX) 409-787-2150

TO CITY: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4506 Marlana Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707
(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

SABINE 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.

(K) HOLD HARMLESS

SABINE agrees to defend, hold harmless, and indemnify CITY from any and all damages, of any nature and kind, caused by SABINE, 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 SABINE. 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 SABINE 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 SABINE 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 Noticesupport@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

(M) PREPAID CALLING CARDS

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

SABINE 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 SABINE's order. Should the invoice not be paid within said thirty (30) days, CITY hereby reserves, and SABINE 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.

(N) EXCLUSIVITY PROVISION

SABINE hereby states and affirms that CITY shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of all inmate telephone systems, including but not limited to inmate telephone devices.

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(O) 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.

(P) 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 day, 8-26-2024.

Sabine County Sheriff's Department

By: Thomas Maddox
Signature

Thomas Maddox
Print Name

Sheriff
Title

THUS DONE AND SIGNED on this day, 8-26-2024.

Sabine County, Texas

By: Daryl Melton
Signature

Honorable Daryl Melton
Print Name

County Judge
Title

THUS DONE AND SIGNED on this day, _____.

City Tele-Coin Company, Inc.

By: _____
Signature

Gerald L. Juneau
Print Name

President & CEO
Title