

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the 12 day of April, 2016, by and between these parties:

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

Clark County Sheriff's Department (hereinafter referred to as "CLARK")

WHEREAS, CLARK 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, CLARK and CTC hereby agree:

(A) THE WORK

CLARK 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. CTC 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 CLARK. CTC will be responsible for any and all local, long distance, and equipment charges. CTC shall remit to CLARK its portion of the revenues as set out herein below. Parties acknowledge that CTC shall be the exclusive provider of such services during the time this agreement is in force and effect.

(1) LOCATIONS

- (a) Clark County Detention Center
406 South 5th Street
Arkadelphia, Arkansas 71923

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

(B) COMMISSIONS

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

Rate – CTC shall remit commissions pursuant to CLARK’s election directly hereunder of either **Option 1** or **Option 2**, to wit:

OPTION 1 (USAGE REVENUE ON ALL TRAFFIC)

CTC shall remit to CLARK **45% (Forty-Five Percent)** of all *Usage Revenue* generated through *Traditional Collect*, *Prepaid Collect*, and *Prepaid Inmate Calling Card* telephone traffic (local, *intraLATA*, *interLATA*, and interstate) originating from the facility managed by CLARK, as listed in Section A “*The Work*” and processed by CTC’s call processing system. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

OPTION 2 (USAGE REVENUE ON COLLECT & PREPAID TRAFFIC; PURCHASE DISCOUNT ON CARDS)

CTC shall remit to CLARK **45% (Forty-Five Percent)** of all *Usage Revenue* generated through *Gross Collect* and *Direct Pay* telephone traffic (local, *intraLATA*, *interLATA*, and interstate) originating from the facility managed by CLARK, as listed in Section A “*The Work*” and processed by CTC’s call processing system. CTC shall issue to CLARK a Purchase Discount of **45% (Forty-Five Percent)** on *Prepaid Inmate Calling Cards* at any time such purchase is made by CLARK. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

- (1) **Remittance and Acceptance** – *Remittance* of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to CLARK 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 CLARK, 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 after 30 days after receipt thereof.
- (2) **Adverse Conditions** – At any time while this contract is in force and effect, should the Arkansas Public Service Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, 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 telephone traffic in a way that causes CLARK’S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS

The initial term of this agreement shall be for period beginning August 26, 2016, with the initial term completed in Thirty Six (36) months. At the initial term completion date, or any subsequent renewal term completion date, CTC or CLARK, 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 CLARK or CTC. Any certified notice is to be mailed and received Ninety (90) days prior to 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 Twenty Four (24) Month periods should no action be taken by either party within the time frame set out herein. Should any action be taken which would otherwise warrant solicitation by CLARK for competitive offers for provision of CLARK’S inmate telephone service, CLARK shall grant CTC an opportunity to match or beat any offer from another telephone service provider in that CTC shall have a fair chance to retain its position as incumbent inmate telephone service provider.

(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 CLARK adequate equipment with the ability to perform monitoring, recording, and cut off switches. CTC 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 CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until CLARK 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 as needed at the facility and/or as many as requested by CLARK, subject to industry standards.

(F) OBLIGATIONS OF CLARK

CLARK 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 CLARK 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 CLARK and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Arkansas.

(I) NOTICES

Notices or other communications required to be given under this agreement, other than those covered in Paragraph (L), shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO CLARK: Clark County Sheriff's Department

Attn: Sheriff Jason Watson
406 South 5th Street
Arkadelphia, Arkansas 71923

(PH) 870-246-2222

(FX) 870-246-3443

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

CLARK acknowledges and agrees that CTC shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

(K) HOLD HARMLESS

- (1) **CLARK** agrees to defend, hold harmless, and indemnify **CTC** from any and all damages, of any nature and kind, caused by **CLARK**, 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 **CLARK**. 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 **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).
- (2) **CTC** agrees to defend, hold harmless, and indemnify **CLARK** 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 **CLARK** 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.....jerry@citytelecoin.com, jerryjr@citytelecoin.com
- (iv) Emergency.....318-746-3920 or 318-747-9208

(M) PREPAID CALLING CARDS

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

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

(O) 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 of _____, 20____.

Clark County Sheriff's Department

By: _____

Signature

JASON WABO

Print Name

3-11-16

Title

Clark County, Arkansas

By: _____

Signature

RON DANIELL

Print Name

COUNTY JUDGE

Title

THUS DONE AND SIGNED on this 12 day of April, 2016.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title

Clark County Sheriff's Office
FOIA Office
406 South 5th street
Arkadelphia, AR 71923

August 27, 2018

This is a follow up to a previous request:

To Whom It May Concern:

I wanted to follow up on the following Arkansas Freedom of Information Act request, copied below, and originally submitted on May 19, 2018. Please let me know when I can expect to receive a response, or if further clarification is needed.

Thanks for your help, and let me know if further clarification is needed.

Filed via MuckRock.com
E-mail (Preferred): 54156-79119469@requests.muckrock.com

For mailed responses, please address (see note):
MuckRock News
DEPT MR 54156
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request was filed by a MuckRock staff reporter. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On May 19, 2018:

To Whom It May Concern:

Pursuant to the Arkansas Freedom of Information Act, I hereby request the following records:

Contracts and invoices related to the use of communication services at any and all county correctional or detention facility locations under the jurisdiction of this agency. This may encompass telecommunication, kiosk, and mobile tablet services.

Please provide the following relevant materials.

- Any and all open or active Requests for Proposal or similar solicitations regarding the provision, installation, maintenance, or use of communication services. If available or applicable, please also provide equivalent materials for video conferencing equipment and other electronic communication and telecommunication services.
- Any and all active contracts regarding the provision, installation, maintenance, financial requirements, associated commissions, or use of communication services. Please include all associated supplemental materials, including any and all attachments, amendments, and exhibits. Please provide any other materials regarding the terms of service, including the term and expiration date of the current contract, as well as any optional contract

extensions. Please include the name of the current telecommunication provider, as well as the services currently being provided pursuant to the agreement. Relevant companies include, but are not limited to, CenturyLink, City Tele Coin, ICSolutions, JPay, and Securus Technologies.

- Any and all financial reports, commission reports, revenue reports, and invoices related to the provision, installation, maintenance, or use of communication services. Please include all usage and fee reports, providing as much segregable data as possible, including, but not limited to, the rate at which the funds were generated, the revenue generated for each service, the timeframe during which the funds were generated, the nature of the communication's payment (collect, prepaid, inmate account), etc. If available, please also provide equivalent materials for video conferencing equipment and other electronic communication and telecommunication services.

Please provide all current contract materials and invoices for the period January 1, 2015 through the date this request is processed.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 3 business days, as the statute requires.

Sincerely,

Beryl Lipton

Filed via MuckRock.com
E-mail (Preferred): 54156-79119469@requests.muckrock.com

For mailed responses, please address (see note):
MuckRock News
DEPT MR 54156
411A Highland Ave
Somerville, MA 02144-2516

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