

Agenda

The Lawrence County Board of Commissioners
Lawrence County, Tennessee
August 25, 2025
Special Session
5:00 P.M.

Call to Order By the Chair, Shane Eaton
Roll Call: By County Clerk, Russ Brewer
Invocation:
Pledge:

Honorariums:

1. Resolution No. 2025082501H
Resolution Recognizing and Congratulating the 2025 Lawrenceburg Cal Ripken League
10 and Under All-Stars for winning the Tennessee State Championship
Sponsor: David Morgan

Public Comments:

Elections:

Notaries

Resolutions:

1. Resolution No. 2025082501
Resolution Declaring the Service Weapon of Lawrence County Sheriff's Department
Lieutenant Anthony Washburn Surplus and Awarding It to Him Recognition of His Years
of Service To Lawrence County
Sponsor: David Morgan
2. Resolution No. 2025082502
Resolution to Approve Contract with Combined Public Communications, LLC to provide
Inmate Communication Services at the Lawrence County Jail
Sponsor: David Morgan, Purchasing Committee

RESOLUTION NO. 2025082501H

RESOLUTION RECOGNIZING AND CONGRATULATING THE 2025 LAWRENCE COUNTY
CAL RIPKEN LEAGUE 10 AND UNDER ALL-STARS FOR WINNING THE TENNESSEE
STATE CHAMPIONSHIP FOR THE FOURTH STRAIGHT YEAR

WHEREAS, the 2025 Lawrence County Cal Ripken League 10 and Under All-Stars continued to make Lawrence County proud by claiming their fourth state championship, capturing previous titles as 7 and Under All-Stars, 8 and Under All-Stars, and 9 and Under All-Stars.

WHEREAS, the Lawrence County 10U All-Stars traveled to Donelson for the state championship tournament on July 27th. They started pool play with big wins versus Tullahoma (15-4) and Hendersonville (18-4). They carried that momentum into bracket play, beating Franklin (14-1), Donelson (6-3), and then defeating West Nashville (13-2) in the final championship game.

WHEREAS, it was an incredible run for these boys, who outscored their opponents 66-14. They made a total of 59 hits at the plate for a .457 team batting average. Batting was led by Madden Johns, Wyatt Moore, and Will Loyd, who all hit above .500. They not only dominated at the plate, they shut down other teams with solid defense. The team combined for 36 strikeouts, with a 2.87 ERA. Pitching was led by Wyatt Moore and Cooper Newton, who both had 2 wins each and 10+ strikeouts.

WHEREAS, the 10U Cal Ripken All-Stars included the following players:

Archer McDonald	Cooper Newton	Fletcher Weigart	Jack Oldham
Kanaan Gardner	Knox Helton	Madden Johns	Neyland Dishongh
Paxten Livingston	Roman Kolesar	Will Loyd	Wyatt Moore

Coaches Robert Newton, Charlie Loyd, Ryan Johns, and Russ Moore led them to this fourth straight state tournament win.

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of August 2025, recognizes and congratulates the Lawrence County Cal Ripken League 10 and Under All-Star players, coaches and parents for their participation and outstanding performance in bringing the Tennessee 10U State Tournament title home.

This Resolution shall take effect upon adoption, the public welfare requiring it.

This 25th day of August 2025.

SHANE EATON, CHAIR

DAVID MORGAN, COUNTY EXECUTIVE

ATTEST: RUSS BREWER, COUNTY CLERK

SPONSORS: LAWRENCE COUNTY COMMISSIONERS AND COUNTY EXECUTIVE DAVID MORGAN

RESOLUTION NO. 2025082501

RESOLUTION DECLARING THE SERVICE WEAPON OF LIEUTENANT
ANTHONY WASHBURN SURPLUS AND AWARDING IT IN RECOGNITION
OF HIS YEARS OF SERVICE TO LAWRENCE COUNTY

WHEREAS, Anthony Washburn served the Lawrence County Sheriff's Department as a trusted and valued officer for over 33 years, having served from January 24, 1992 until his retirement on July 31, 2025, retiring as a Lieutenant over Courtroom Security.

WHEREAS, over the course of his law enforcement career, Washburn served the people of Lawrence County honorably and provided the sheriff's department with strong and respected leadership.

WHEREAS, pursuant to Tennessee Code Annotated, Section, 5-14-108, county owned property must first be declared as surplus by the local legislative body before it can be disposed. Lt. Anthony Washburn's tenure with the Lawrence County Sheriff's Department ended on July 31, 2025 and it is the intention of the Sheriff's Department to award the service weapon to Lt. Washburn in recognition of his many years of service; and

WHEREAS, the Lawrence County Board of Commissioners finds it to be in the best interest of Lawrence County to declare Lt. Anthony Washburn's service weapon surplus, to be presented to him for his many years of service:

NOW, THEREFORE, be it resolved by the Lawrence County Legislative Body meeting in regular session this 25th day of August, 2025, that the Lawrence County Commission declares Lt. Anthony Washburn's service weapon, a Glock Model G45, Serial Number BLAY742, surplus and valueless and is to be awarded to him in recognition for his many years of service to the people of Lawrence County and the State of Tennessee.

This Resolution shall take effect upon adoption, the public welfare requiring it. This 25th day of August 2025.

SHANE EATON, CHAIR

DAVID MORGAN, COUNTY EXECUTIVE

CHAIR ATTEST: RUSS BREWER, COUNTY CLERK

SPONSORS: LAWRENCECOUNTY COMMISSIONERS AND COUNTY EXECUTIVE
DAVID MORGAN

RESOLUTION NO. 2025082502

RESOLUTION TO APPROVE CONTRACT WITH COMBINED PUBLIC
COMMUNICATIONS, LLC TO PROVIDE INMATE COMMUNICATION
SERVICES AT THE LAWRENCE COUNTY JAIL

WHEREAS, on August 5, 2025, Lawrence County issued a “Request for Proposal” (RFP) on behalf of the Lawrence County Jail for Correctional Video Visitation Services 4 utilized by the Lawrence County Jail; and,

WHEREAS, after considering all the criteria set forth in the RFP, the Purchasing Committee recommended accepting the Proposal from Combined Public Communications, LLC, subject to the approval of the Lawrence County Board of County Commissioners; and,

NOW, THEREFORE, BE IT RESOLVED by the Lawrence County Board of County Commissioners meeting in special session this 25th day of August, 2025, that the Proposal by Combined Public Communications, LLC as set forth on Exhibit “A”, is hereby approved and the County Executive is further authorized to execute on behalf of Lawrence County a contract, such contract to be approved by the County Attorney, which contract is to substantially comply with the RFP.

This resolution will take effect upon its passage, the public welfare requiring it.

Passed this 25th day of August, 2025.

SHANE EATON, CHAIR

DAVID MORGAN, COUNTY EXECUTIVE

ATTEST:

RUSS BREWER, COUNTY CLERK
SPONSOR: DAVID MORGAN AND PURCHASING COMMITTEE



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 Lawrence County Sheriff's Office ("Customer") with its principal place of business at 240 West Gaines Street in Lawrenceburg, TN 38464 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, video communication, education and entertainment. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, video, education and entertainment. 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.

Taxes, Regulatory & Network Costs:

Taxes, regulatory and service costs 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.

In the event that any of the aforementioned changes occur and renegotiation of the contract is necessary, the existing term of the contract will remain in force for the entire term of this contract.

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 forty-eight (48) 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 for an additional twelve (12) months, unless otherwise noted in the subsequent sections of this Agreement.

Rider Clause

CPC may authorize the extension of the Agreement to other correctional institutions of the United States to permit their use of the Agreement at the same terms and conditions of the Agreement. Any correctional institution wishing to leverage this Rider Clause for their own services must be at or above an ADP of one hundred seventy (170) inmates. CPC is willing to negotiate an offer of similar value with any correctional institution wishing to leverage this Rider Clause for their own services that are below an ADP of one hundred seventy (170) inmates. CPC shall deal directly with correctional institutions utilizing the Agreement concerning issuance of purchase orders, contractual disputes, invoicing, and payment. Lawrence County Sheriff's Office acts only as the "Contracting Agent" for these correctional institutions.

It is CPC's responsibility to notify correctional institutions of the availability of the Agreement. Other correctional institutions desiring to use the Agreement shall make their own legal determination as to whether the use of the Agreement is consistent with their laws, regulations, and other policies. Each of the correctional institutions will issue their own purchasing documents for purchase of the goods and/or services. Other correctional institutions if mutually agreed may add terms and conditions required by their statutes, ordinances, and regulations, to the extent that they do not conflict with the Agreement's terms and conditions. Lawrence County Sheriff's Office shall not be held liable for any costs or damages incurred by other correctional institutions as a result of any Agreement extended to other correctional institutions by CPC.

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.

The amount of equipment in the Offering was calculated prior to a through, should a walk through require additional equipment or electrical services, it may be necessary to renegotiate or write an addendum to cover the additional equipment and any necessary electrical installation.

CPC will provide, install, and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the handheld devices).



Additionally, CPC will provide ongoing service, support, and maintenance of the handheld device platform. CPC will review handheld device usage ninety (90) days after installation and determine if the initial number of handheld devices should be increased based on usage. If CPC determines additional handheld devices are required, CPC reserves the right to determine the number of additional handheld devices and will provide those at no cost to the County. Additionally, and at no cost to County, CPC will provide up to twenty five percent (25%) of the initial number of deployed handheld devices per year to cover normal wear and tear as determined by CPC.

If additional devices are requested above and beyond the initial number determined by CPC for reasons other than usage, those will be provided at a rate of two hundred and ninety dollars (\$290.00) per handheld device. If an inmate damages a handheld device CPC will invoice the County corresponding amount per device listed above from the following month's commissions for recovery of those costs and will provide the County an invoice in which they can choose to place that debt on the inmate's trust account.

CPC will retain ownership of all tablets, handheld devices and associated hardware and software. CPC shall have the discretion to select brand, type, and other specifications of the handheld devices, including the specific services and applications available on the handheld devices and may replace, upgrade, or substitute the handheld devices any time during the agreement.

Customer will provide a secure area for a tub and/or cart to store and charge handheld devices, as well as electric (AC) to charge devices, at no charge to CPC. Additionally, Customer will provide the labor to check the handheld devices in/out and keep the handheld devices charged. Customer shall exercise reasonable care to prevent damage or destruction of handheld devices. Customer shall notify CPC of any misuse, destruction, damage, loss, or vandalism to the handheld devices as soon as practicable. Customer or its agents shall not (a) alter, modify, repair, enhance or modify the handheld devices or any software thereon (b) connect the handheld devices to any software or products not provided and approved by CPC, or (c) allow any third party to do any of the above.

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:

Any and all disputes arising under this agreement shall be brought in a court of appropriate venue and competent jurisdiction in the state of Tennessee.

KIOSK and/or Vending Machine:

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s), now or in the future, 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).

Commission Overview:

The following applies to all commissioned products listed herein. If the Customer's current average daily population (ADP) count of one hundred seventy (170) decreases by fifteen (15%) percent or more over a three (3) month period, CPC reserves the right to renegotiate commissions.

**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	\$35/inmate/month
Prepaid International Calling	Rates will vary by country called. A list of countries and costs will be supplied to customer	

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

_____ Option 1: Customer agrees to utilize 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 provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to seventeen (17) AXXS ONE Connect with View Units, one (1) lobby View Unit 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.__/min	25%



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

_____ Option 1: Customer agrees 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	25%

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

_____ Option 1: Customer agrees to utilize Email.

_____ Option 2: Customer is not interested in utilizing Email.

CPC View Optional Service:

Blurred background is an optional service available on AXXS ONE Connect with View and AXXS handheld devices with View.

_____ Option 1: Customer acknowledges wanting blurred background on both the inmate and Friends & Family side.

_____ Option 2: Customer acknowledges wanting blurred background on only the inmate side _____ or only the Friends & Family side _____.

_____ Option 3: Customer acknowledges NOT wanting blurred background implemented on either side of video visitation.

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.

Fastcase Law Library

CPC will provide the Customer access to Fastcase Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of one hundred seventy inmates at one dollar and fifty cents (\$1.50) per inmate per month for a total of two hundred fifty-five dollars (\$255) per month. The yearly Service fee will be deducted from the customer's monthly commission. This service is subject to an annual ADP adjustment and will automatically renew on an annual basis.

Fastcase does not make any warranty, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Fastcase shall not be liable to any party for any indirect, incidental, or consequential damages incurred in connection with services performed under this agreement.



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

_____ Option 1: Customer wishes to utilize this Fastcase on _____ CPC-View and/or _____ AXXS Handheld Devices.

_____ Option 2: Customer is not interested in utilizing this Fastcase.

AXXS Inmate Education and Entertainment (IEE) Rates & Commission

CPC will provide, install, and maintain an inmate education and entertainment (IEE) solution with an initial installation of one hundred seventy (170) AXXS ONE handheld devices and ten (10) charging units.

A four dollar (\$4.00) per inmate per month access fee will be implemented for use of paid services only. Free services can continue to be utilized by inmates without incurring this access fee.

AXXS ONE handheld devices can function as an all-in-one device, if the Customer so chooses. In addition to being configured with AXXS IEE, the AXXS ONE handheld can include access to CPC View Video Visitation, Email, Calling, and Inmate Text Messaging.

Please select services with Option 1 below to be included on the AXXS ONE handheld device.

Feature	Rate	Commission
AXXS IEE Solution Non-online reading material & courses, entertainment, etc	\$ <u>0.05</u> /minute**	25% all IEE revenue*
AXXS Handheld Calling	See current calling rates	See ITS commission

*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.

_____ Option 1: Customer agrees to utilize AXXS inmate education and entertainment (IEE).

Please select additional services to be included with AXXS IEE on the handheld device:

_____ AXXS Handheld Calling

_____ Inmate Secure Text Messaging

(see Inmate Secure Text Messaging section for rates and labor reimbursement details)

_____ CPC View Video Visitation

(see CPC View Video Visitation section for rates and commission details)

_____ Inmate Email

(see CPC View Email section for rates and commission details)

_____ Option 2: Customer is not interested in utilizing AXXS IEE.

**This rate applies to all paid AXXS inmate education and entertainment (IEE) services and does not include additional costs for premium services. CPC maintains the ability to adjust the rate per minute for AXXS handheld devices.

It is the responsibility of the Customer to provide microphone-enabled earphones for inmates on an ongoing basis and have them available at time of installation.



_____ Option 1: Customer agrees to order and purchase microphone-enabled earphones from CPC in bulk.

_____ Option 2: Customer agrees to provide microphone-enabled earphones through their Commissary or other provider. CPC will provide technical requirements for earphones.

CPC has the ability to recover and reclaim unused handheld devices at CPC's discretion.

Inmate Secure Text Messaging Rates, Funding & Labor Reimbursement¹:

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.02*/completed chirp

** To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the labor reimbursement.*

Inmate Messaging Service implementation, activation and usage is based on sixty percent (60%) of the inmate population utilizing the Inmate Chirping Service daily. Inmates must have the ability to utilize this service for a minimum of twelve (12) hours a day, seven (7) days a week. If less than sixty percent (60%) of inmate population is utilizing the chirpers, or inmates are unable to have access to the service for a minimum of twelve (12) hours a day, seven (7) days a week, the Inmate Communication Services Vendor reserves the right to adjust the proposed ITS commission percentages. Please reference the Commission Overview section of this Agreement for details.

Disclaimer of Warranties

The handheld devices are provided "AS IS" without warrant of any kind. Customer understands that all information used and obtained in connection with the AXXS Handheld Device applications is provided "AS IS". Customer acknowledges that content is subject to availability and is subject to change at CPC's discretion.

CPC does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. CPC does not warrant that handheld device services will meet all Customer requirements or be error free. For issues or defects such as common "bugs" or similar problems, along with feature requests, a case is created and sent to CPC's development team. The case is placed on a list for CPC's programmers who deploy fixes and upgrades based on priority.

Although CPC makes its best effort to secure all AXXS Handheld Devices by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID's as part of the customer's owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Additionally, CPC advises the customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the customer's facility prior to installation of any handheld devices.

The customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an

¹ U.S. Patent Nos. 10,082,835 and 10,085,126, used under license from Hank Technology LLC. or U.S. Patent No. 11,330,436 B1, used under license from Prodigy Solutions, Inc.



unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the customer, on an AXXS Handheld Device cannot be used to claim a material breach of the entire or any part of the current CPC services agreement(s) as it resides outside of CPC's direct control and CPC's internally maintained network infrastructure required to provide services.

Additional Investigative Tools:

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

CPC-ITB 2.0 is a comprehensive data analysis system that allows investigators to analyze data from multiple sources to create actionable intelligence. This system seamlessly integrates voice biometrics, translation, and transcription. CPC-ITB 2.0 is offered to the Customer at a non-commissionable two cents (\$0.02) implemented to the current calling rate to fund this program.

_____ Option 1: Customer agrees to utilize CPC-ITB 2.0.

_____ Option 2: Customer is not interested in utilizing CPC-ITB 2.0.

TextBehind

CPC will provide the Customer with TextBehind offsite document scanning (Service) for friends and family. The cost of the Service is based on the average daily population (ADP) of one hundred seventy inmates at one dollar (\$1.00) per inmate per month for a total of one hundred seventy dollars (\$170) per month. The total monthly service fee will be deducted from the customer's monthly commission. This Service is subject to a monthly ADP adjustment.

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

_____ Option 1: Customer agrees to utilize TextBehind offsite document scanning.

_____ Option 2: Customer is not interested in utilizing TextBehind offsite document scanning.

CPC Responsibilities:

1. All physical inmate mail will be processed by our vendor and made available for review by correctional facility staff before being accessible to inmate on CPC provided hardware solutions.
2. CPC will be responsible for installation, maintenance, support and supplies related to the scanning service
3. CPC will provide facility administrative access to the web-based mail management portal for approval, redaction or rejection of inbound physical mail scans or digitally composed mail.
4. CPC will provide initial training on the system's web-based mail management portal.
5. Investigative tools, including word and phrase search, will be provided for digitally composed mail via administrative access.
6. Digital scans of physical mail will be available via the web portal within 24 hours of receipt and will be archived for the length of the Inmate Telecommunications General Service Agreement or seven (7) years, whichever is sooner.
7. Physical mail will be retained for thirty (30) days, at which time it will be shredded and recycled in a secure manner.
8. CPC will provide document service education materials to facility for distribution to inmate, friends and family.



Customer Responsibilities:

9. Customer shall relay to public the new mail reception address (local P.O. Box) for the facility. This address will be provided to the customer by CPC.
10. It is the responsibility of the Customer to determine which facility personnel should have user access to the mail management software. In addition, Customer will dictate which access rights that should be assigned to individual users.
11. It shall be the sole responsibility of the Customer's mailroom staff to stop, block, or reprimand behavior for mail, emails, email attachments, or any other communication passed on the system that is considered to be inappropriate by the Customer. Under no circumstance will CPC be responsible for the content passed through the system.
12. Customer will continue to handle all legal mail until this upcoming technology is available via CPC's mail scanning vendor.

Technology Grant

CPC will provide Customer a one-time total amount of one hundred and sixty thousand dollars (\$160,000.00) accruing over the term of the Agreement in the form of a refundable technology grant to be used at Customer's discretion for budget expenditures, such as the purchase of a new body scanner.

The amount of the technology grant is based on: (a) the Customer's current average daily population (ADP) count of one hundred and seventy (170); (b) this Agreement being in effect for the full initial term; and (c) continued full implementation and utilization of the Offering as per the Agreement for the full term of the Agreement. All Technology Grant funds must be used thirty (30) days prior to the end of the Agreement Term and are not subject to the auto renewal terms and conditions described in the Agreement Term sections of this Agreement.

All invoiced items purchased under the technology grant will be paid for directly by CPC. No funds will be paid directly to the Customer, in an official or personal capacity, under this Agreement. The technology grant will vest over the initial term in an amount equal to \$3,333.33 per month. In the event this Agreement is terminated prior to the expiration of the initial term, the remaining non-vested balance of the technology grant 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. Additional Technology options will be negotiated and agreed upon by CPC and the Customer in a signed Addendum to this Agreement.



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 ____ day of _____, _____ (the "Commencement Date"²).

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

Customer

Combined Public Communications, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

² Commencement Date will be filled in to match date of complete installation and activation of the Offering.



LETTER OF AGENCY

This Letter of Agency ("LOA") dated _____ between the _____ ("Customer") and Combined Public Communications, LLC. ("CPC") hereby grants CPC the authority to act as Customer's agent for the coordination of all correction and public telephone activities. All information requested should be forwarded to: Combined Public Communications, LLC, P.O. Box 76573, Highland Heights, Ky. 41076. Customer hereby directs you, the Corrections Telephone and Payphone Services Provider ("PSP") to forward to CPC at the above address any and all contract information (including, but not limited to effective and expiration dates, renewal and termination terms and conditions, and exclusivity clauses) pertaining to PSP and the Customer correction telephone and payphone location(s) listed below for the purpose of managing all activities relating to Customer's correction telephones and payphones. PSP's failure to respond with this information within seven (7) business days of receipt of this request shall be deemed by Customer and CPC to indicate that no such contract exists, or that the term of said contract has expired, or that PSP has abandoned its rights under said contract. Such failure to respond will result in action consistent with the absence of a contract, which may include the Customer's removal of your corrections telephone system, telephones and payphones from this location.

Notice: Effective on the date of this LOA, Customer hereby serves notice that it wishes not to renew any existing contract with PSP after the existing term.

Location / Address: _____

This authorization supersedes any previous Letters of Agency or Authorization Letters that may exist, and shall remain in effect until terminated by either party in writing.

_____ (Customer's Name)	Combined Public Communications, LLC
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date: _____	Date: _____



Inmate Communications General Service Agreement– ACH Authorization

CPC can issue commission as an ACH (Automated Clearing House) transaction or a check. Please check the appropriate box and fill out the corresponding information.

☐ Issue ACH payments to the information below:

ACH Information:

Customer Name _____

Remittance Address _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

E-Mail Address: _____

Banking Information:

Customer's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: _____

ABA Routing #: _____ Account #: _____

Account Type (please check only one) Checking ☐ Savings ☐

Customer's Authorization:

Please sign below to confirm that you are authorizing CPC to begin transferring payments for your commissions to the account mentioned above.

Signature

Title

Phone Number

Date

☐ Issue commission payment as a check to the address listed below:

Commission check made out to:

Customer Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

Signature

Title