



Combined Public Communications, LLC
Inmate Telecommunications General Service Agreement
Addendum B

WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by the Alpena County Sheriff's Office (Customer), with its principle place of business at 720 W. Chisholm Street, Alpena, MI 49707 and Combined Public Communications, LLC (CPC), which was signed on January 3rd, 2019.

WHEREAS, Alpena County MI and Combined Public Communications (CPC), wish to amend the agreement. NOW THEREFORE, the parties to this Agreement do agree as follows:

Agreement Term

The initial sixty (60) month Agreement term, with a Commencement Date of January 31, 2019, will be extended by an additional thirty-six (36) months. CPC is providing the Customer with a technology grant.

Additional Technology Grant

CPC agrees to provide a technology grant, up to a maximum of \$50,000.00, to cover the first year costs and maintenance of a JailTracker jail management software system. Customer agrees it will be responsible for any costs a) beyond \$50,000.00, and b) after the initial first year of implementation. Customer agrees to instruct JailTracker to send all invoices related to the first year of service directly to CPC and CPC agrees to make payment directly with JailTracker. After the first year, Customer agrees that JailTracker will invoice customer directly for ongoing maintenance and software costs.

In consideration for the additional technology grant, Customer agrees that CPC is making a significant financial commitment to provide the necessary funding for the JailTracker software and this commitment is based on Customer's ADP. In the event that Customer's ADP is reduced below 50, customer agrees that the minimum guaranteed monthly commission payment will be reduced by \$50 per inmate under the minimum ADP threshold. For example, if ADP is 40, commission would be reduced by $\$50 \times 10 = \500 .

Additionally, the additional technology grant is being made based on the revised term of the agreement disclosed above. The technology grant will vest over the remaining term of the Agreement in an amount equal to \$609.76 per month. In the event this Agreement is terminated prior to the expiration of the initial term or the inmate messaging system is not implemented, the remaining non-vested balance of the technology grant will be refunded to CPC within forty-five (45) days of termination notification.

Inmate Messaging System

At no cost, CPC will provide, install and maintain the Inmate Messaging System. See **Attachment A** for additional information related to the Inmate Messaging System. Customer agrees that installation of this system is an important factor in CPC providing the additional technology grant and that removing the system would be a breach of this addendum. If Customer decides to remove the system, CPC reserves the right to renegotiate the minimum guaranteed commission payment terms in the Agreement.

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.

Customer agrees that refunds of PIN Debit Purchases by inmates, friends or family will only be processed through CPC by contacting CPC Customer Service Center at 877-998-5678.

This written addendum shall constitute understanding of the parties and all prior agreements and understandings are merged herein. The Original Agreement and this Addendum shall not be modified, changed or altered in any respect except in writing signed by CPC and Customer.

The parties have executed this addendum on the _____ day of _____, _____

Customer

CPC

Signature

Signature

Print Title and Name

Print Title and Name



CyberPath Services, LLC
An Affiliate Combined Public Communications, LLC
Attachment A
Inmate Messaging Service

CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 agrees to provide a messaging service¹ for inmate usage called Chirping to the Alpena County Sheriff's Office (Customer) with its principle place of business at 720 W. Chisholm Street, Alpena, MI 49707 agree as follows:

Exclusive Agreement

Customer agrees to exclusively permit Vendor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities.

Vendor Provides:

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

Customer Provides:

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

Chirping Rates, Funding & Fees:

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

Device Loss/ Damage & Replacement Policy:

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

¹ U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."



Authority to Represent:

Each party to this Agreement warrants and represents that they have 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 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).

Alpena County Sheriff's Office

Cyberpath Services, LLC

Print Name, Title

Print Name, Title

Signature

Signature

Date

Date



CPC can issue commissions as an ACH (Automated Clearing House) transaction or by 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 invoices to the account mentioned above.

Signature

Title

Phone Number

Date

Issue commissions 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