



**Combined Public Communications, LLC**  
*Inmate Telecommunications General Service Agreement*  
**Addendum D**

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WHEREAS, this addendum relates to the Inmate Telecommunications General Service Agreement originally entered into by the Richmond County Sheriff Department (Customer) with its principle place of business at 1941 Phinizy Road, Augusta, GA 30911 and Bealls Communication Group (Company), originally signed on February 4<sup>th</sup>, 2013. Combined Public Communications, LLC (CPC) subsequently acquired the Agreement and has assumed the obligations of Bealls Communications Group as the provider of Inmate Communications Services.

WHEREAS, Customer and CPC wish to amend the agreement.

NOW THEREFORE, the parties to this Agreement do agree as follows:

**Agreement Term:**

This Addendum will serve as written notice that both parties agree to exercise a sixty (60) month renewal term, which will automatically commence at the end of the current renewal term which began February 4<sup>th</sup>, 2021, upon the same terms and conditions as set forth herein. Furthermore, 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.

**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 and video communication. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. 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.

**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.

**Commission Overview:**

The following applies to all commissioned products listed herein. If the Customer's current average daily population (ADP) count of one thousand two hundred and four (1,204) decreases by fifteen (15%) percent or more over a three (3) month period, CPC reserves the right to renegotiate this commission upon thirty (30) days advanced notice to Customer.



**ITS Rate & Commission:**

CPC will charge telephone rates allowed by tariff, if applicable. The rates may be amended by CPC and the Customer.

CPC will increase the ITS Commission rate from 55% to 60% upon implementation, activation, and seventy percent (70%) usage by inmates of the Inmate Messaging System for a consecutive 60-day period. Usage is based on seventy percent (70%) of the inmate population utilizing the Inmate Messaging System 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 seventy percent (70%) 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 within thirty (30) day notice, as well as to not increase the rate to 60%.

Feature	Rate	Commission
Prepaid calling with the US	\$0.16/minute	60% all prepaid ITS talk time
Prepaid International Calling	Rates will vary by country called. A list of countries and costs will be supplied to customer	60% all prepaid ITS talk time

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

\_\_\_\_\_ Option 1: Customer agrees to continue to utilize ITS.

\_\_\_\_\_ Option 2: Customer is not interested in utilizing ITS.

**In-pod Chargers**

CPC will provide in-pod chargers for the Inmate Messaging System.

**Fast Case Law Library**

CPC will provide the Customer access to Fast Case Law Library Service (Service). The annual cost of this Service is based on the average daily population (ADP) of one thousand two hundred and four inmates at one dollar and fifty cents (\$1.50) per inmate per month for a total of one thousand eight hundred and six dollars \$1,806.00 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. Customer should initial one of the following options regarding this technology:

\_\_\_\_\_ Option 1: Customer wishes to utilize this Fast Case on \_\_\_\_ CPC-View and/or \_\_\_\_ AXXS Handheld Devices.

\_\_\_\_\_ Option 2: Customer is not interested in utilizing this Fast Case.



**TextBehind**

CPC will provide the Customer with TextBehind offsite document scanning (Service) at no cost to the Customer.

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.



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.

This Addendum entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Customer

Combined Public Communications, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_