

2021-210  
BOCC: 10/27/2021  
Exp: 10/31/2024  
#8179  
\$999,999<sup>00</sup>

**CROWN CORRECTIONAL TELEPHONE, INC.  
INMATE COMMUNICATIONS SERVICE AGREEMENT**

This Agreement ("The Agreement") is made on the 1st day of October, 2021, between Crown Correctional Telephone, Inc. ("Vendor"), a Texas corporation registered and in good standing with the Colorado Secretary of State, whose principal offices are located in Clifton, Texas, and Montrose County Colorado by and through its Board of County Commissioners and the Montrose County Sheriff's Office ("Customer"). The Customer facility address is 1200 N. Grand Avenue, Montrose, CO 81401; collectively "Parties."

**PURPOSE**

The purpose of this Agreement is the installation and provision of communication devices and communication services as described below, in the Montrose County Jail ("Jail" or "Facility") by Vendor for use, as permitted, by those individuals ("Users") who are incarcerated in the Jail to communicate with family, legal counsel, or others from within the Jail. These communication devices may consist of, but not be limited to, telephones, video visitation equipment, or other devices as determined between Customer and Vendor.

**NOW THEREFORE**, the Parties enter into this Agreement under the terms and conditions set forth below:

**1. Facility**

The Customer grants the Vendor the exclusive right to provide the following services on the premises located at 1200 N. Grand Avenue, Montrose, CO 81401:

- Inmate Telephone Services;
- Video Visitation Services;
- Automated Information Services, and;
- Any future inmate communications applications / services as required.

The Vendor has the exclusive right to all inmate electronic communications on the premises. The Vendor shall have the right to install the inmate telephones, video visitation units and visitation telephones on each premises acquired or leased by the Customer after the date of this Agreement and this Agreement shall be automatically amended to include those premises as if part of the Agreement on the execution date thereof. The location of the all equipment on the premises shall be determined by mutual agreement between the Customer and the Vendor. The Vendor shall have the right and responsibility to make all replacements, updates, modifications, and connections that are reasonably necessary or desirable for the proper operations of the equipment. The Vendor shall be responsible to repair any damage caused to the premises by any reason of its replacements, updates, modifications, or connections, or by the operation of the telephones or of the equipment in the premises, normal wear and tear expected.

**2. Term**

The term of this Agreement shall be thirty-six (36) months from the date of installation (the "Commencement Date"), and shall terminate on the date, which is thirty-six (36) months after the Commencement Date (the "Expiration Date"), unless the Agreement is sooner terminated as provided in this Agreement. This Agreement shall automatically renew for up to three (3) additional twelve (12) month periods commencing on the Expiration Date, unless either party delivers written notice to the other indicating its desire not to renew at least 60 days prior to the Expiration Date of the original term or during any renewal term. Commencement Date is October 1, 2021. This Agreement does not constitute a multi-year financial obligation as the Customer may terminate this Agreement at any time, with thirty (30) days' notice to the Vendor, upon determining that the services are not needed, or at any time that funding is not authorized or appropriated for this service.

**3. Compensation/Rates/Fees**

The equipment and services provided by Vendor under this Agreement shall be at no charge to Customer. For this Agreement, all collect telephone calls will be paid on gross call revenue from utilization of the equipment through all calls completed by users within the Facility premises (the "Commission"). "Gross Revenue" shall mean gross coin Customer Initial CR Vendor Initial WRB

and operator service revenue collected from the services user. The Commission shall be paid to the Customer on a monthly basis no later than the 25<sup>th</sup> of the following month in which revenues were generated. If the Customer wishes the Commission to be remitted to an address that differs from the address on the last page of this Agreement, please advise the Vendor in writing. If the Customer wishes the Commission to be sent via Electronic ACH, please provide banking information for monthly transactions. Rates and fees for inmate telephone calls and video visitation are stated in Attachment A – Rates & Fees of this Agreement. The Vendor shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all inmate telephone services and related services provided throughout the duration of this Agreement. The Vendor reserves the right to decrease Commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability – any such changes shall be discussed with the Customer prior to implementation, and negotiated in good faith. Any such changes to the Commission will be by agreement of the Parties in writing as an amendment to this Agreement.

Commissions will be paid as follows:

**3.1 Inmate Telephone Calls**

- Collect & Pre-Paid Calls: 58% of gross call revenue (or the maximum percentage allowed by local, state, and federal laws) on all completed calls, no deductions (except for any deduction associated with Section 8 – Automated Information Services (AIS)). Gross call revenue does not include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s).
- Vendor will pay the Customer a Minimum Monthly Guarantee (MMG) in the amount of \$40.00 per inmate for each month under this Agreement with no deductions (except for any deduction associated with Section 8 – Automated Information Services (AIS)), effective with the first full month of traffic for the inmate telephone system. The MMG is determined by the average number of monthly inmates with active calling Personal Identification Numbers (PIN's) during the respective commission period where revenue is generated. During the initial first month of traffic for the inmate telephone system (which will likely be a partial traffic month), the Vendor will pay the Customer the agreed-upon commission rate of 58% of true gross call revenue. Should the proposed commission percentage of 58% of gross call revenue be a greater number than the MMG, the agreed-upon commission percent of 58% of gross call revenue shall be applicable.
- Vendor reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
- Phone Call Rate (Continental United States) - \$0.20 per minute.
- Phone Call Rate (Mexico) - \$0.25 per minute.
- Phone Call Rate (International other than Mexico) - \$0.35 per minute.

**3.2 Video Visitation & Messaging Revenue**

- Vendor will pay the Customer 20% of the gross revenue on all remote (off-site) video visits scheduled by the family and friends. No commissions will be paid to the Customer on approved ancillary fees or applicable taxes. Rates for remote scheduled visits are \$0.38 per minute billed in blocks of 20 minutes or a total of \$7.60.
- Vendor will pay the Customer 30% of the gross revenue on all inmate-initiated video chats. No commissions will be paid to the Customer on approved ancillary fees or applicable taxes. Rates for inmate-initiated video chats are \$0.35 per minute billed in per minute blocks.
- Vendor will pay the Customer 50% of the gross revenue on any revenue generated by inmate electronic messaging. Rates for messaging are \$0.50 per inmate-initiated transactions and \$0.00 for family-initiated messages.

**4. Telephone Lines**

The Vendor shall be responsible for, and shall pay all costs in connection with, the installation of the telephones and equipment.

Customer Initial GRL

Vendor Initial WRB

5. **Equipment**

The Equipment installed on the premises during the term(s) of this Agreement, shall remain the sole and exclusive property of the Vendor. Upon the expiration of this Agreement, the Vendor shall have the right to enter upon the premises and remove all of the telephones and equipment, unless the Customer or the entering Vendor agree to purchase the telephones and/or equipment at a price to be agreed upon by all parties involved.

6. **Video Visitation System**

The Vendor shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Customer, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Customer's requirements and be in compliance with any industry standard.

6.1. **VVS Payment**

The Vendor will forward monthly payment to the Customer on or about the 25<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 20% of gross remote visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in Attachment A - Rates & Fees of this Agreement incorporated herein and made a part of this Agreement.

6.2. **VVS Rules and Regulations (General)**

6.2.1 The Vendor shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the Agreement.

6.2.2 The Vendor shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the Agreement. The Vendor reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability - any such changes shall be discussed with the Customer prior to implementation, and negotiated in good faith. Any such changes to Customers Commission will be by agreement of the Parties in writing as an amendment to this Agreement.

6.2.3 The Vendor shall be responsible for making all VVS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Customer.

6.2.4 The Vendor shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Customer.

6.3. **Vendor's Responsibilities - VVS**

6.3.1 Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Customer.

Customer Initial GRL

Vendor Initial WRB

- 6.3.2 Provide an VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
- 6.3.3 Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
- 6.3.4 Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
- 6.3.5 Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
- 6.3.6 Provide personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
- 6.3.7 Ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
- 6.3.8 Provision of all required training and instructional materials required for use of the VVS as applicable to inmates, families, and/or facility staff. Training dates, times and length shall be by mutual agreement of the Parties.
- 6.3.9 Provision of all related support services not otherwise indicated herein, and;
- 6.3.10 Commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

**6.4. VVS Installation (General)**

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Vendor. Wherever possible, the Vendor shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Vendor shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Vendor shall comply with all applicable electrical codes. The Vendor shall comply with the security guidelines on institutional security policies. The Vendor shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. The Vendor will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

**6.5. VVS System Functionality (General)**

The Vendor shall provide a VVS which is suitable for a correctional environment, sturdy, and tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Vendor shall provide remote access to authorized users at Montrose Customer for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VSS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

Customer Initial GRL

Vendor Initial WRS

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client privilege.

**6.6. Video Visitation Equipment**

Throughout the term of the Agreement, the Vendor shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

**7. Repair and Maintenance**

During the term(s) of this Agreement, the Vendor will repair and maintain the telephones and equipment in good operating condition as required for their operation. The Customer shall permit all employees, contractors, and local exchange carrier representatives reasonable access to the premises at all times, in order to service, repair, and maintain the equipment. Vendor shall contact Customer prior to such providers coming to Facility to service, repair and/or maintain the equipment. If Vendor has a list of approved providers, Vendor shall provide Customer with the list upon complete execution of this Agreement. The Customer shall promptly notify the Vendor in writing of any misuse, destruction, damage, or vandalism of equipment. Customer shall not be liable to Vendor for any misuse, destruction, damage or vandalism of equipment by any cause and for any reason, even if intentionally caused by Users. In the event that the Vendor shall default in the performance of its obligations to promptly service, repair, and maintain the telephones and equipment installed pursuant to this Agreement, the Customer shall notify the Vendor of such breach set forth in Section 11 of this Agreement.

**8. Automated Information Services (AIS)**

The Vendor will provide an integrated, customized Automated Information System (AIS) to the Customer for the purpose of providing static and dynamic Facility and inmate information to the general public. AIS services shall be made available in both English and Spanish and will be interfaced with the Customer's JMS for the purpose of receiving inmate-specific inmate information necessary for the proper functioning of the AIS. The AIS shall have the ability to include a variety of inmate and Facility-specific information, including, but not limited to; charges, court dates, bond information, release date, visitation hours, facility rules, facility address, etc. Where possible, the Customer shall work with the Customer's current and future JMS provider to ensure that any fees associated with establishment of a working interface are minimized, in accordance with the best interests of the Customer and constituents of Montrose County.

Customer and Vendor agree that the integrated, customized AIS will be provided at a cost of \$1.00 per Inmate per Month. The overall monthly AIS cost is determined by the average number of monthly inmates with active calling Personal Identification Numbers (PIN's) during the respective traffic month. The total monthly cost for AIS will be withheld as a deduction from monthly commission payments and shall be reflected as a line item on the monthly revenue/commission summary to be provided to the Customer.

**9. Authority of This Agreement**

The Customer represents that it has the power and authority, as lessee or owner of the premises, to execute this Agreement and to comply with the terms of this Agreement. The Vendor shall have the right to assign this contract. Offender recordings will only be provided by appropriate legal process.

**10. Licenses**

The Vendor shall secure all licenses required by any state, city, Customer or other governmental authority at its sole cost and expense.

**11. Intellectual Property**

Vendor hereby represents and warrants to Customer that Vendor either owns outright, or has the legal authority and right to install, utilize and provide all equipment and services as set forth in this Agreement and any attachments hereto; that any and all such equipment, including but not limited to, telephones, V.S.S., and any other listed herein;

Customer Initial GL

Vendor Initial WRB

and that such installation and use does not infringe on any legally protected product from any source; and use in the manner contemplated by this Agreement does not constitute unauthorized use of any legally protected product.

Vendor, in the event of any breach of threatened breach of the foregoing representation and warranty will provide verbal notice to Customer as soon as it becomes known to Vendor, and follow with written notice. Vendor agrees to indemnify, save and hold harmless, Customer from and against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any patent, copyright, trademark, trade secret, or any other right claimed; and to pay any liabilities, damages, costs, expenses and reasonable attorney fees finally awarded in such action or paid to settle such action; provided that Customer promptly notifies Vendor in writing of the claim.

**12. General Indemnification**

Vendor shall defend, indemnify, save and hold harmless, Customer, its elected officials, officers, directors, agents, volunteers and employees from and against all claims, demands, costs, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from this Agreement; provided, however, that Vendor need not indemnify or save harmless Customer, its officers, all elected officials including its Board of County Commissioners, agents and employees from damages resulting from the sole negligence of the Customer's commissioners, elected officials, officers, directors, agents, and employees. No party shall be considered to be the agent or representative of the other Party.

**13. Amendments**

This Agreement may be modified or amended by written amendment signed by both Parties. No waiver of any terms, conditions, rights or remedies hereunder, shall be binding upon any party hereto without prior written consent of both Parties hereto. Any written amendments to this Agreement shall become part of this Agreement.

**14. Insurance**

Vendor shall obtain and maintain at all times during the term of this Agreement, comprehensive general liability, vehicle, worker's compensation, as well as any other insurance required by law and in coverage amounts necessary to meet any and all obligations that may arise under this Agreement. Vendor shall provide Customer with proof of such insurance coverage prior to beginning installation and services under this Agreement.

**15. Event of Default, Termination of Agreement**

In the event that either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party effected shall be excused from such performance on a day-to-day basis to the extent of such inference, provided the party so affected shall use reasonable efforts to remove such causes of non-performance. In the event any governmental tariff or regulation prevents the Vendor from providing services, or such tariffs or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then the Vendor, 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 the Vendor access to the facility/facilities in order to remove the equipment and related equipment. The Vendor agrees to remove the equipment and related equipment within a reasonable time frame after the termination of this Agreement to reduce the amount of down time between the exiting and entering Vendors. This Agreement may be terminated by either Party for any reason with thirty (30) days written notice.

**16. Benefit.** This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their successors and assigns.

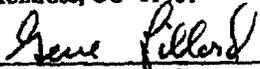
Customer Initial GRL

Vendor Initial WRB

17. **Jurisdiction, Venue and Governing Law:** Jurisdiction, venue and governing law shall be County of Montrose, 7th Judicial District under the laws of Colorado.
18. **Severability.** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.
19. **Preserved Claims.** The obligations contained in certain paragraphs of this Agreement shall survive the expiration or termination of this Agreement, or any renewals or extension(s) thereof.
20. **Supersedes.** In case of conflict between any provision in the Proposal and this Agreement, this Agreement shall prevail.
21. **This Is Not An Exclusive Agreement.** Customer may, at its sole discretion, contract with other entities for work and services at other Customer offices and locations similar to that to be performed by the Vendor hereunder. Vendor may contract to perform similar work for others, and is not expected to work exclusively for Customer.
22. **Conflicts of Interest.** In the event such a conflict, or potential conflict, of interest is identified, Vendor shall immediately notify Customer and take measures to protect Customer's interests and remedy the conflict. Upon receiving such notification, Customer may, at its sole and absolute discretion, immediately verbally terminate the Agreement, with written notice to follow by Fax transmission and/or U.S. mail.
23. **Confidentiality.** Vendor agrees that any information received or reports created by Vendor utilizing Customer information will be treated by as Vendor as confidential in the same manner as Vendor treats its own confidential information. It will not be revealed to other persons, firms or organizations unless written consent is granted by Customer.
24. **Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental immunity available to Customer under Colorado state statute or other law.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
26. **Signature Authority.** By their signatures below, each of the signatories affirm they are legally authorized to sign, and make binding, this Agreement.
27. **Full Agreement.** This Agreement and exhibits attached hereto constitutes the full understanding between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the 1st day of October, 2021.

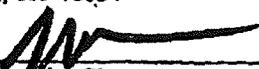
Office of the Montrose County Sheriff  
1200 N. Grand Avenue  
Montrose, CO 81401

  
\_\_\_\_\_  
Gene Lillard, Sheriff

Gene Lillard  
\_\_\_\_\_  
Printed Name

Customer Initial GRL

Crown Correctional Telephone, Inc.  
305 W. 3<sup>rd</sup> Street  
Clifton, TX 76634

  
\_\_\_\_\_  
Representative Signature

Ryan Bartula  
\_\_\_\_\_  
Representative Printed Name

Vendor Initial WRB

Sheriff, Montrose County Colorado  
Title

\_\_\_\_\_  
Date

President  
Representative Title

9/30/2021  
Date

**BOARD OF COUNTY COMMISSIONERS  
MONTROSE COUNTY COLORADO**

*Keith Caddy*  
Keith Caddy, Vice-Chair

ABSENT  
Roger Rash, Commissioner

*Sue Hansen*  
Sue Hansen, Chair

ATTEST: *Jessie Kuyres*

*Clouse Lentz*  
Clerk/Deputy Clerk to the Board

10-27-21  
Date

[SEAL]



Customer Initial *GR*

Vendor Initial *WRB*