



**Combined Public Communications, LLC**  
*Inmate Communications General Service Agreement ("Agreement")*

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Combined Public Communications, LLC ("CPC"), with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 and the Otero County CO Sheriff ("Customer") with its principle place of business at 222 E 2nd Street agree as follows:  
La Junta, CO 81050

**Exclusive Agreement**

Customer agrees to exclusively permit CPC to install the Inmate Telecommunications System ("ITS") that will process pre-paid calls, including local and long distance traffic, and 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, mail scanning 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.

**CPC Equipment:**

The ITS 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 the system and associated equipment. Customer will not use the ITS for Customer's business purposes nor list or advertise in any manner the telephone numbers of the ITS without the prior written consent of CPC.

**Customer Access to Equipment and Reports:**

CPC will provide Customer with password protected access to the ITS, allowing Customer's staff to monitor and record calls and run call detail reports. Customer agrees to limit access to the ITS 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 ITS. 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.

**Service Agreement:**

All service and maintenance of the ITS will be the sole responsibility of CPC.

**KIOSK and/or Vending Machine:**

Customer agrees to exclusively permit CPC to install a KIOSK and/or vending machine(s) 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).

**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 for a twelve (12) month term upon the same terms and conditions as set forth herein.



**Commission:**

Commission will be paid monthly to the Customer on prepaid talk time used based on Thirty percent (30%) of all prepaid ITS talk time usage.

**CPC View System**

See **Attachment A** for information related to CPC and Customer responsibilities regarding the CPC View System.

CPC understands that Customer is building a new facility. At no cost, CPC will work with Customer, its project architect, and its construction manager/general contractor to ensure that the plans meet the data and power requirements for the proposed in-pod kiosk solution. Customer understands that they are responsible for all costs associated with power and cabling; CPC will only act as a consultant during this phase. Upon completion of the new facility, this Agreement will include the installation and maintenance of an in-pod kiosk solution in the new facility, at no cost to County.

**Additional Investigative Tools**

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

*1. Voice Print Speaker Identification Program:*

Customer agrees to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events. Customer agrees to utilize the Voice Print Speaker Identification Program. A non-commissionable one cent (\$0.01) will be implemented to the current calling rate to fund this program.

*2. Transcribe ALL (TALL) Program:*

In addition to utilizing the Voice Print Speaker Identification Program, Customer agrees to utilize the Transcribe all (TALL) portion of the program. The TALL program transcribes and translates into English; all calls are indexed for keyword search. The annual cost of the TALL program is based on the average daily population (ADP) of \_\_\_\_\_ inmates at one dollar (\$1.00) per inmate per month for a total of \$\_\_\_\_ per month. The annual cost of TALL will be deducted from the customer's monthly commission payments. The cost of TALL will be subject to an adjustment, on an annual basis, based on changes to ADP and will renew annually. If the commissionable revenue does not cover the monthly cost, it will roll over and be deducted from the next month's commission. If the program cost cannot be recovered from commissionable revenue for three (3) consecutive months, a bill will be issued for the balance owed.

Customer should initial one of the following options regarding the additional investigative tools:

  x   Option 1: Customer agrees to utilize the Voice Print Speaker Identification Program only.

       Option 2: Customer agrees to utilize the Voice Print Speaker Identification Program & TALL.

       Option 3: Customer is not interested in utilizing any additional investigative tools.

**Courtesy Calling Cards:**

As a courtesy, if requested, CPC will provide monthly, complementary calling cards that permit local and long distance calling within the United States. The number of complementary calling cards will be allocated monthly and based upon the average number of bookings per month; the complementary calling cards may be adjusted at CPC's discretion, depending upon the Customer's needs.

**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.

**Taxes, Regulatory & Network Fees:**

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

**Calling Rates:**

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

**Liability:**

CPC will have no liability for damage to Customer's premises from the installation, use or removal of the ITS 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 ITS and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in the ITS by Customer's employees, staff members and any other persons granted access to the ITS by Customer.

**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.

**Uncontrollable Circumstances:**

CPC and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, change in call rates, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.



**Maintenance and Repair:**

CPC may remove or replace the ITS 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 of inmate telephones at the premise when, in CPC's judgment, the revenue generated by the existing inmate telephones warrants such adjustments.

**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 inmate telephones and all associated equipment. CPC agrees to remove the equipment within thirty (30) days after termination of this Agreement.

**Resolution of Disputes:**

Any and all disputes arising under this Agreement shall be brought in a court of appropriate venue and competent jurisdiction

**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 ITS equipment. 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. The person signing this Agreement on behalf of Customer has the authority and hereby directs CPC to install the ITS and 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"<sup>1</sup>). Any and all previous contracts and agreements entered into between these parties are null and void.

Signed this 25<sup>th</sup> day of March, 2020

Otero County Sheriffs Office

[Signature]  
Signature

Sheriff Shawn Mobley  
Print Name and Title

COMBINED PUBLIC COMMUNICATIONS, LLC

[Signature]  
Signature

JAMES CROUCH Regional Sales Manager  
Print Name and Title

<sup>1</sup> Commencement Date will be filled in to match date of complete installation and activation of the inmate telephone system.



**Call Rates**

Prepaid calling within the U.S.	\$0.20 per minute
Prepaid International Calling	Begins @ \$1.00 per minute, a list of countries and costs will be supplied to customer

**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.



**Combined Public Communications, LLC**  
*Inmate Communications General Service Agreement*

**Attachment A – CPC View Responsibilities**

WHEREAS, this Attachment relates to the Inmate Communications General Service Agreement originally entered into by Combined Public Communications, LLC (“CPC”), and Otero County CO Sheriff (“Customer”).

**Equipment**

CPC will provide, install, and maintain the CPC View In-Pod Kiosk Solution that includes up to Seven (7) View Units, Seven (7) stools, one (1) server 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	\$0.20/min	20%

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

     Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Vistation.

     Option 2: Customer is not interested in utilizing Video Vistation.

**Email**

Feature	Rate	Commission
Email	\$0.50/email	n/a

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.

**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 50 inmates at one dollar (\$1.00) per inmate per month for a total of \$50 per month. The yearly Service fee will be deducted from the customer’s monthly commission. This Service is subject to a monthly commission deduction on an annual basis. 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 agrees to utilize this Service.

     Option 2: Customer is not interested in utilizing this Service.



**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.

Otero County Sheriff's office  
(Customer's Name)  
Signature: [Signature]  
Print Name: Shawn Mobley  
Print Title: Sheriff  
Date: 03/25/2020

Combined Public Communications, LLC  
Signature: [Signature]  
Print Name: JAMES E. CROUCH  
Print Title: REGIONAL SALES MANAGER  
Date: 3/26/2020



LETTER OF AGENCY

This Letter of Agency ("LOA") dated 03/25/2020 between the Otero County CO Sheriff ("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: Otero County Sheriff's Office
222 E. 2nd St.
La Junta, CO 81050

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.

Otero County Sheriff's Office
(Customer's Name)
Signature: [Handwritten Signature]
Print Name: Shawn Mobley
Print Title: Sheriff
Date: 03/25/2020

Combined Public Communications, LLC
Signature: [Handwritten Signature]
Print Name: James E. Crouch
Print Title: Regional Sales Manager
Date: 3/26/2020



**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 invoices to the account mentioned above.

 \_\_\_\_\_

Signature

Sheriff \_\_\_\_\_

Title

(719) 384-5941 \_\_\_\_\_

Phone Number

03/25/2020 \_\_\_\_\_

Date

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

**Commission check made out to:**

Customer Name: Otero County Sheriff's Office \_\_\_\_\_

Remittance Address: 222 E. 2nd Street \_\_\_\_\_

Remittance City: La Junta State: CO Zip Code: 81050 \_\_\_\_\_

Contact Name: Sgt. Loisa Finch Phone #: 719-384-5941 \_\_\_\_\_

 \_\_\_\_\_

Signature

Sheriff \_\_\_\_\_

Title