

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this day _____, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as "CITY"), and

Muskogee County Sheriff's Department (hereinafter referred to as "MUSKOGEE")

WHEREAS, MUSKOGEE has requested CITY to perform the services hereinafter described and CITY has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, MUSKOGEE and CITY hereby agree:

(A) THE WORK

MUSKOGEE agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate telephone, video visitation and messaging telecommunication services, and that said telecommunications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone and video services. CITY shall install, service, and maintain inmate telephone, video visitation and messaging services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of MUSKOGEE. CITY will be responsible for any and all local, long distance, and equipment charges. CITY shall remit to MUSKOGEE its portion of the revenues as set out herein below.

(1) LOCATIONS

- (a) **Muskogee County Jail**
122 South 3rd Street
Muskogee, Oklahoma 74401

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(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CITY successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CITY to MUSKOGEE commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) CITY shall remit to MUSKOGEE **58% (Fifty-Eight Percent)** of all *Billable Gross Usage Revenue* generated through *Gross Collect, Prepaid Inmate Calling Cards, and Direct Pay*, traffic (local, *intraLATA, interLATA, and interstate*). CITY shall remit to MUSKOGEE **56% (Fifty-Six Percent)** of all *Billable Gross Usage Revenue* generated through all *Remote Video Visitation, Pictures, and Messaging* originating from the facility managed by MUSKOGEE, as listed in Section A "The Work" and processed by CITY's call processing system. Billable Gross Usage Revenue is defined as Gross Revenue minus all applicable state, county, city, and/or federal taxes, and all fees applicable by law. CITY will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) **Remittance and Acceptance** – *Remittance* of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CITY shall remit commission payments to MUSKOGEE on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CITY by way of written notice by MUSKOGEE, and shall be made within 30 days after receiving said commission payment. *Acceptance* of said commission payment shall be final and binding if no objections are brought forth within 30 days after receipt thereof.
- (3) **Adverse Conditions** – The parties acknowledge that any time while this contract is in force and effect, the Oklahoma Corporation Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, may change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes MUSKOGEE'S generated revenue from such traffic to be adversely affected.

(C) TERMS

The initial term of this contract shall be for a period of Twelve (12) months, with the initial term beginning date being **July 1, 2023**. The initial term completion date shall be **June 30, 2024**. Both parties, at their option, have the right to renew or cancel this contract, without cause, by complying exactly with the following procedure. A party desiring to cancel this contract shall give written notice of its intent to cancel by sending notice by certified mail, return receipt, to the address for the other party shown in Paragraph "I" of this contract, proper postage attached. This notice to cancel shall, and must, be mailed and therefore postmarked Ninety (90) days prior to the initial term completion date of **June 30, 2024**. Should neither party provide the required mandatory notice as set out hereinabove, this contract shall automatically roll over and therefore renew with the same provisions as set out herein, for another full term of Twelve (12) months, with the new roll over or renew term beginning on **July 1, 2024**. The renew or rollover completion date shall be on **June 30, 2025**. This renewal or roll over provision shall continue at each new completion date unless notice of intent to cancel is given per the procedure set out hereinabove.

(D) ASSIGNMENT

CITY's interest in and to this service agreement may be transferred or assigned, at the discretion of CITY, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

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(E) EQUIPMENT

CITY agrees to provide for **MUSKOGEE** adequate equipment with the ability to perform monitoring, recording, and cutoff switches. **CITY** has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that **CITY**, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until **MUSKOGEE** is given ten (10) days written notice of **CITY**'s intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. **CITY** agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of **CITY**. **CITY** agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by **MUSKOGEE**, subject to industry standards.

(F) OBLIGATIONS OF MUSKOGEE

MUSKOGEE agrees to undertake and perform the following: (i) Provide all necessary power and space for proper installation and maintenance of the equipment; (ii) Provide safe and secure access to the equipment by **CITY** and its employees or agents as needed by **CITY**; (iii) Allow **CITY** to affix signs to the equipment, as required by law. Said signs are to be furnished by **CITY**, and **MUSKOGEE** will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties. (v) **MUSKOGEE** will allow inmates access to the telephone and video equipment a minimum of 10 hours per day, 7 days per week except during transport.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement (i) *by defaulting on a payment due*; (ii) *by non-performance or by interfering with the other party's performance or ability to perform*; or (iii) *through inability to perform their obligations under this agreement*, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) *or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement*, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. Should either party default on a provision of this Agreement, the prevailing party shall be entitled to recover attorney fees and costs incurred in any action necessary to enforce the provisions of this Agreement. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of **MUSKOGEE** and **CITY** hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma.

(I) NOTICES

Notices or other communications required to be given under this agreement shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO MUSKOGEE:

Muskogee County Sheriff's Department
Attn: Sheriff Andy Simmons
220 State Street
Muskogee, Oklahoma 74401

(PH) 918-687-0202
(FX) 918-687-9658

TO CITY:

City Tele-Coin Company, Inc.
Attn: Jerry Juneau, Sr.
4501 Marlana Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707
(FX) 318-746-1214

(J) REPAIR SERVICE

CITY shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. **CITY** shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of **CITY** such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice.....318-629-0760
- (ii) Facsimile Notice.....318-746-1214
- (iii) E-Mail Notice.....support@citytelecoin.com
- (iv) Emergency.....318-588-7094 or 318-629-0760

(K) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **MUSKOGEE** to be used for resale to inmates at **MUSKOGEE** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify **CITY** in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CITY shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide **CITY** with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, **CITY** will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

Should the invoice not be paid within said thirty (30) days, **CITY** hereby reserves, and **MUSKOGEE** hereby authorizes, **CITY** to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize **CITY** to deduct the balance due from any earned commissions which you may have coming due from **CITY**. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by **CITY** prior to the time of sale.

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(L) VIDEO VISITATION & INMATE TELECOMMUNICATIONS TABLETS

The Video Visitation provisions as provided in the contract services agreement between **CITY** and **MUSKOGEE**, signed on May 22, 2017 shall remain in full force and effect, and made a part of this Agreement. **CITY** shall provide **at no cost** to **MUSKOGEE**, an Inmate Tablet System consisting of One Hundred (100) Inmate Tablets.

(A) CONFIGURATION

Visitation Stations – Construction

Each Station is made up of a single visitation unit and associated components. Units are made of tamper resistant, correctional grade material that is durable, strong, and safe for use in a jail environment and feature steel lanyards and correctional grade handsets.

Visitation Stations – Power & Connectivity

Units will need to be powered individually, either by electrical power outlets furnished at the Center, or by 16-gauge conductor wire running directly from each unit to the network room. Each unit shall provide real-time video and audio input and output via a Cat 5 UTP cable which connects the unit directly to the Center's existing network infrastructure.

(B) REQUIREMENTS

Accommodations for Network Hardware

MUSKOGEE shall provide the necessary space in the main network room at the Center for all network hardware and must allow for linkage to the network infrastructure. **MUSKOGEE** may provide access to an alternate network closet or dedicate private space for a new network closet wherefrom the existing network infrastructure and power is readily accessible.

Accommodations for Visitation Booths

MUSKOGEE shall provide the necessary space and booth construction for all visitation stations and shall be responsible for the removal of any objects, including existing visitation stations that may block or otherwise frustrate the installation of the new visitation stations. **MUSKOGEE** shall be responsible for providing seating at each of the units.

Accommodations for System Administrator

MUSKOGEE shall provide, and advise **CITY**, an individual designated as a Video System Administrator whose responsibilities shall include, but not be limited to, overseeing installation of the video system, daily oversight of scheduling of visitation, examining and reporting any and all issues relating to maintenance or problems to **CITY**.

MUSKOGEE shall set aside a Two (2) hour period for training of the Video System Administrator by an employee of **CITY** within Ten (10) working days of the Video System Install.

Data Connections

CITY shall provide an internet circuit capable of supplying, at minimum, enough bandwidth to simultaneously store and stream continuous video and audio feed. The cost of \$250.00 shall be withheld from commissions due **MUSKOGEE**.

Electrical Power Sources

MUSKOGEE shall provide the electrical power sources required for the visitation system. In lieu of individual power outlets, 16-gauge conductor cables may be used to connect each unit to the network (a cost-efficient means of providing power to the unit). If **MUSKOGEE** does not provide a dedicated power outlet to a backup generator, the warranty shall be void. **MUSKOGEE** shall provide **CITY** with adequate access to a 20-amp electrical outlet tied to **MUSKOGEE's** Emergency Backup Power Circuit (Generator) within the confines of **MUSKOGEE's** Server Room. Should **MUSKOGEE** not currently have an Emergency Backup Power Unit, then, and only then, the facility shall provide an Emergency Backup Power Unit (generator) with sufficient capacity to power the **CITY** video system without causing damage to same. Any damage incurred by **CITY'S** equipment due to electrical failure while not connected to **MUSKOGEE's** Emergency Backup Power Circuit (Generator) shall be the sole financial responsibility of the facility and will not be covered under any warranty offerings by **CITY**.

Network Hardware & Software

Hardware, including servers, recording devices, battery backups, audio and video switch components, processors, cables and wires, and equipment rack shall be provided by the vendor. The vendor will provide program software needed for running the visitation stations and software which allows for visitation system management, monitoring, recording, and playback. **CITY** is not responsible for any cost dictated by the County's JMS Company. Video Visitation scheduling requires JMS integration. **MUSKOGEE** shall be responsible for any costs associated with Interfacing with their Jail Management System, (JMS).

Visitation Booths

The vendor shall provide, deliver, and install all visitation station units. Cabling and wiring needed for connecting each unit to the network infrastructure shall be handled by the vendor and carried out in such a way that is sound and consistent with those procedures and practices which are standards based and industry specific - wires and cables shall be contained within conduit or other tamper resistant material. **MUSKOGEE** shall be responsible for any enclosures, construction of physical space, seating etc, that is outside what is listed above.

(C) DELIVERY

The estimated installation date of the System shall be 90 to 120 days from the execution of the *Correctional Communications Services Agreement* (the "Agreement").

(D) COST

CITY provided the System **at no cost** to **MUSKOGEE**. The System shall remain the sole property of **CITY** and as such, shall be returned to **CITY** upon termination of the Agreement.

(E) RIGHT OF USE

CITY, as part and parcel of this Agreement, allows **MUSKOGEE** the use of the software program(s) hereinafter referred to as "PROGRAM(S)" that are the basis of the operating system used in the video system hardware. It is specifically understood and agreed that the PROGRAM(S) shall remain the sole proprietary property of **CITY**. No part of this attachment, or the Correctional Communication Services Agreement, shall be interpreted in any way to attempt to state the ownership, or any rights of ownership, in and to the PROGRAM(S) are conveyed herein to **MUSKOGEE**.

The use of the PROGRAM(S) shall not convey any ownership interest in and to said PROGRAM(S) to **MUSKOGEE**, only the use of the PROGRAM(S) during the life of this agreement. Should **MUSKOGEE** terminate this agreement and/or the Correctional Communications Services Agreement, an extension or renewal thereof, or any new agreement with **CITY**, for any cause whatsoever, the right of use in and to the PROGRAM(S) granted herein, shall terminate immediately by means independent to **CITY**, without notice to **MUSKOGEE**.

(M) EXCLUSIVITY PROVISION

MUSKOGEE hereby states and affirms that **CITY** shall, during the terms of this agreement and any rollover term, be the exclusive sole provider of any and all inmate telecommunications systems, including but not limited to inmate telephone systems, video visitation systems, messaging, texting, arraignment systems, and any and all other Apps or systems which can be provided by **CITY** by wired or wireless devices.

(N) LAW LIBRARY

CITY shall provide for **MUSKOGEE** Fastcase Law Library.

(O) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(P) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

THUS DONE AND SIGNED on this day, 17th APRIL 2023.

Muskogee County Sheriff's Office

By:

[Signature]
Signature

ANDY SIMMONS
Print Name

SHERIFF
Title

THUS DONE AND SIGNED on this day, _____.

Muskogee County, Oklahoma

By:

Signature

Print Name

Title

17th day of April 2023
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature] County Clerk

THUS DONE AND SIGNED on this day, _____.

City Tele-Coin Company, Inc.

By:

Signature

Print Name

Title

