

**DRAFT**

**STERLING COMMISSARY, LLC  
INMATE COMMISSARY AGREEMENT**

This is a Service Agreement by and between Sterling Commissary, LLC, with a place of business at 410 W. 19th Street, Clifton, TX 76634 hereinafter called "Operator" and Lamb County Sheriff's Office with a place of business at 1200 E. Waylon Jennings Blvd., Littlefield, TX 79339 hereinafter called "Client".

**WITNESSETH:**

In consideration of the mutual promises and obligations hereinafter set forth to be performed and observed by each of the parties, the parties hereby covenant and agree as follows:

1. Client does hereby grant to Operator the exclusive right to sell candy, snacks, pastry, beverages, miscellaneous items, clothing, personal hygiene items and food products through Operator's Inmate Commissary Program at Client's facility located within the Lamb County Jail for a term of five (5) Years beginning on March 23, 2024.
2. During said term, or any renewal thereof:
  - a. Operator shall maintain current hardware and software that is furnished by Operator at no cost to the Client. This will include one Booking Money Manager and inmate banking software. Client agrees to accept the equipment and furnish adequate space, utilities and utility outlets in such locations as mutually agreed upon by both parties.
  - b. Operator will license, repair and service all equipment on a timely basis at its sole cost and expense. Operator will update software as needed or available. Operator will provide up to 4 hours per month of additional training and software work.
  - c. Client will have the right to review and audit the records of Operator's sales at any of their facilities at any reasonable time on a normal business day with a 5-day advanced notice to the Operator.
  - d. Operator shall be responsible for the determination of selling prices which are subject to review and approval by Client. Client shall be responsible for the determination of the products available in client's facility. Operator agrees to pay Client 25% of the gross revenue for use by the Sheriff's Office to provide amenities for the inmates, excluding sales/use tax and non-commissionable items. Commissions are not paid on stamps, pre-stamped envelopes, telephone card sales, and any indigent products. It is the Client's responsibility to pay all invoices upon receipt.
  - e. Client is responsible for any loss or damage to equipment resulting from vandalism, theft, or abuse.
  - f. Client will provide LAN IP connections on Client's internet at no charge to the Operator.
  - g. Client shall be solely responsible for the management and operation of the inmate banking software program and inmate commissary program at Client's facility. All persons employed by Operator shall be employees of the Operator and neither the Client nor any agent or employee of the Client shall be or be deemed an employee of the Operator. Client shall be solely responsible for collection of cash and coins from both booking and lobby kiosks.
  - h. All equipment and products shall at all times remain the property of the Operator until the point of sale. Operator shall remove equipment and software promptly upon expiration or termination of the Agreement. The data from the software is the property of the Client and will be returned to

Client once removed from hardware.

- i. Operator will assume full liability for payment of all sales, use or other taxes on all sales from the Inmate commissary program. Client shall allow no liens to be placed against the Operators property resulting from Client's failure to perform all of its obligations.
- j. Operator shall comply with all laws, regulations, codes and rules of proper governmental authority in connection with installation, maintenance, and use of its inmate commissary program while in the Client's premises and further agrees to procure all licenses and to pay all fees and other charges, which may be required by such laws, regulations, codes and rules.

Cancellation:

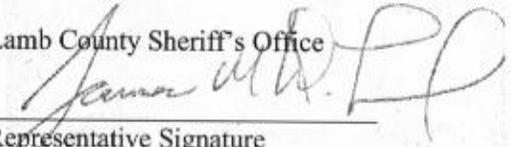
- a. In the event that Operator shall default in the payment of any commissions due hereunder or in the performance of any of its obligations hereunder, and such default shall not be cured by Operator within sixty (60) days after receipt by Operator of a written notice sent by certified or registered mail from Client specifying such default, then and in that event and for so long thereafter as such default shall not be cured, Client may terminate this Agreement by sending to Operator by certified or registered mail, a written notice of such termination, specifying the termination date of which shall be no less than sixty (60) days after the date of which such notice shall be received by Operator.
3. Operator shall maintain full service to the Client's facilities up to the actual date of termination by either party.
  4. This Agreement shall become effective on March 23, 2024, and shall remain in effect for the said period as specified in paragraph 1.
  5. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, oral or written between the parties. This Agreement is binding on Operator's and Client's respective assignees and successors.
  6. The parties to this Agreement shall not be liable for failure to perform its part or obligation when the failure is caused by fire, flood, strikes, industrial disturbances, inevitable accident, war, riots, insurrection, or similar occurrences.
  7. This Agreement shall be construed, and legal relationships between the parties thereto, shall be determined in accordance with the laws of Texas.
  8. Operator shall indemnify, save, protect, and hold Lamb County and the Office of the Sheriff from and against any and all claims, liabilities, damages, judgments or actions, arising from the services and products provided by Operator under the Agreement.
  9. All notices required by the term of this Agreement to be sent to the other party shall be in writing and forwarded by certified mail addressed as follows:

Client: Lamb County Sheriff's Office  
1200 E. Waylon Jennings Blvd.  
Littlefield, TX 79339

Operator: Sterling Commissary, LLC  
410 W. 19th Street  
Clifton, TX 76634

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Lamb County Sheriff's Office

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

James M DeLoach  
Representative Printed Name

County Judge  
Representative Title

4-8-2024  
Date

Sterling Commissary, LLC

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

\_\_\_\_\_  
Representative Printed Name

\_\_\_\_\_  
Representative Title

\_\_\_\_\_  
Date



## STERLING

Commissary, LLC  
410 W. 19th Street  
Clifton, TX 76634  
254-708-0091 Phone

March 22, 2024

Lamb County Sheriff's Office  
Attn: Sheriff Gary Maddox  
1200 E. Waylon Jennings Blvd.  
Littlefield, TX 79339

Dear Sheriff Maddox,

Thank you for the opportunity to offer this proposal for your commissary needs. I am confident that our products and services will be both profitable and extremely beneficial for your facility. Sterling Commissary, LLC has the experience, expertise, technology, and manpower to meet your needs.

Our program is a full-service package comprising state-of-the art equipment, responsive service, and ongoing maintenance.

If awarded the contract, Sterling Commissary, LLC will provide the following programs at no cost to your facility:

- **Weekly delivery with all orders prepackaged for each inmate and delivered at no cost to your facility in climate-controlled vehicles.** We also provide jail supplies at a discounted cost to our clients and deliver with commissary orders.
- Integration with multiple inmate telephone platforms for inmate detail information & phone debit time.
- Lobby kiosk to accept trust account loads from family and friends, as well as an optional feature to accept cash bonds from family and friends to release inmates.
- Booking kiosk to count and store inmate cash, coin, and checks upon booking.
- Full inmate accounting features to allow for specific percentage splits of inmate's money loads and debt disbursements. Percentages determined by facility administrators for debt account.
- Website load at [www.jailatm.com](http://www.jailatm.com) for family and friends to load money on an inmate account. This website is fully integrated with our accounting software located at your facility and automatically posts to the inmates accounts.
- Each price includes sales and use tax. Sterling Commissary, LLC collects this tax on each sale then files and remits payments monthly to the **Texas Comptroller of Public Accounts**.
- Competitive commissions on all sales (excluding sales tax) payable to your facility. Sterling Commissary offers a commission of **28%** of the adjusted revenue. Adjusted revenue is calculated as gross sales less sales tax, postal service stamps, stamped envelopes, and indigent supplies.
- Full accounting software to track inmate purchases, medical billing, and all other financial reporting required for check reconciliation and auditing purposes.
- Restriction capabilities to be assigned by inmate. The most common are disciplinary and diabetic restrictions.
- Accounting software and kiosks placed on the facility network. Local access from each computer with unlimited user licenses.
- 24/7/365 Tech Support with in-house technicians by calling 1-888-639-6789;

Please look through the attached proposal and feel free to contact me directly with any questions regarding these products or services. I have attached screenshots of our accounting software to this proposal with more details.  
Sincerely,

Anthony Malott  
Account Manager  
[anthony@sterlingcommissary.com](mailto:anthony@sterlingcommissary.com)  
(254) 366-4625- Cell

## Sterling Commissary Texas Clients

Facility Name	Facility Location
Andrews County Jail	Andrews, TX
Bailey County Jail	Muleshoe, TX
Bosque County Jail	Meridian, TX
Brewster County Jail	Alpine, TX
Callahan County Jail	Baird, TX
Carson County Jail	Panhandle, TX
Castro County Jail	Dimmitt, TX
Cherokee County Jail	Rusk, TX
Childress County Jail	Childress, TX
Coleman County Jail	Coleman, TX
Collingsworth County Jail	Wellington, TX
Crockett County Jail	Ozona, TX
Dawson County Jail	Lamesa, TX
Dimmit County Jail	Carrizo Springs, TX
Donley County Jail	Clarendon, TX
Fisher County Jail	Roby, TX
Freestone County Jail	Fairfield, TX
Gray County Jail	Pampa, TX
Kendall County Jail	Boerne, TX
La Salle County Jail	Cotulla, TX
Lamb County Jail	Littlefield, TX
Leon County Jail	Centerville, TX
Live Oak County Jail	George West, TX
Llano County Jail	Llano, TX
Lynn County Jail	Tahoka, TX
Madison County Jail	Madisonville, TX
Maverick County Jail	Eagle Pass, TX
McCulloch County Jail	Brady, TX
Mills County Jail	Goldthwaite, TX
Nolan County Jail	Sweetwater, TX
Nueces County SATF	Corpus Christi, TX
Parmer County Jail	Farwell, TX
Pecos Municipal Jail	Pecos, TX
Reagan County Jail	Big Lake, TX
Runnels County Jail	Ballinger, TX
Scurry County Jail	Snyder, TX
Shackelford County Jail	Albany, TX
Sherman County Jail	Stratford, TX
Somervell County Jail	Glen Rose, TX
Stephens County Jail	Breckenridge, TX
Sutton County Jail	Sonora, TX
Trinity County Jail	Groveton, TX
Upton County Jail	Rankin, TX
Young County Jail	Graham, TX
Zavala County Jail	Crystal City, TX

## REPORTS AND TOOLS

### Inmate Reports

- Inmate List
- Account Activity Ledger
- Bond Account Ledger
- Adjustment Batch Listing
- Negative Balance List
- Indigent List
- Inactive List
- Inmate Labels
- Discipline List
- Print Checks
- Withdrawal Listing
- Debit Card Receipt Listing

### Debt Reports

- Debt Payment History
- Outstanding Debts
- Debt Type Summary

### Sales Reports

- Sales & Use Tax
- Invoice List
- Sales Movement
- Sales Analysis

### System Reports

- Restriction Code List
- System Status

- Account Adjust History
- Multiple Release
- Inmate Analysis
- Inactive Accounts
- Expires Balance Listing
- Account Status Listing
- Inmate Summary
- Transaction Summary
- On Hold Listing
- Check Listing
- Electronic Deposit Listings
- Debit Release Card List

- Debt Statement
- Debt Aging
- Debt Write Off

- Sales by Cell Block
- Sales by Day
- Sales by User

- System Audit Listing
- Login Listing

### Banking Reports

- Withdrawal Listing
- Deposit Listing
- Shift Closing
- Bank Deposit

### Ledger Account Reports

- Account List
- Account Ledger
- Transaction List
- Register Batch Listing
- Balance Sheet
- Trial Balance
- Electronic Deposit Listing
- Debit Card Bank
- Cleared Checks
- Transaction List
- Check Listing
- Journal Entry
- Check Reclaim
- Balance to Cash
- Bank Account Summary

### Vendor/Inventory Reports

- Inventory List
- Item Analysis
- Recommended Reorder
- Restricted Items
- Inventory Adjustment
- Physical Inventory
- Price List
- Order Form
- Vendor Listing



## INDIVIDUAL RESIDENT REPORTS

These are only for a specific inmate.

All the reports can be date specific, just select the start and end dates.

Choose the reports that you would like to view/print. You can view any report prior to printing.

All reports in our system can also be exported to specific files like RTF (Word), HTML, PDF, TXT, TIF or XLS (Excel).

### Individual Reports Available:

Balance	Unpaid Debt
Main Balance	Restrictions
Checks	Product Orders
Balance Details	Housing History
Main Balance Details	ID History
Money Receipts	Debt Letters
All Debt	Debt Write-offs
Debt by Fund	

The screenshot shows a software window titled 'LOGGED IN Resident Banking - Anywhere County Jail'. The menu bar includes: Program, Residents, Transactions, Banking, Funds, Inventory, Customer, Vendors, Financial, Help. On the left is a 'Common Tasks' sidebar with 'View' and 'Print' buttons. The main area is titled 'Select the Period' with a date range from 01/02/2008 to 04/01/2008. Below this is a 'Choose the Reports' section with a grid of checkboxes for various report types. At the bottom, a summary for inmate '98785 Martens, Jay' shows a balance of \$146.57 and savings of \$372.80, with a status of 'OPEN'. A navigation bar at the bottom contains icons for Account, Transactions, Debt, Payments, Orders, Restrictions, and Reports. The Windows taskbar at the very bottom shows the system clock at 1:17 PM.

Report Type	Selected
Balance	<input type="checkbox"/>
Main Balance	<input type="checkbox"/>
Balance Details	<input type="checkbox"/>
Main Balance Details	<input type="checkbox"/>
All Debt <small>by Fund</small>	<input type="checkbox"/>
Unpaid Debt	<input type="checkbox"/>
Checks	<input type="checkbox"/>
Money Receipts	<input type="checkbox"/>
Current Restrictions	<input type="checkbox"/>
Product Orders	<input type="checkbox"/>
Housing History	<input type="checkbox"/>
ID History	<input type="checkbox"/>
Debt Letter	<input type="checkbox"/>
Debt Write-offs	<input type="checkbox"/>

98785 Martens, Jay Status: OPEN

Balance	\$146.57
Savings	\$372.80

## FUNDS REPORTS

They are specific to a fund that is selected with the exception of the Fund Summary, Account Details and Combined Debt.

Most of the reports are date specific, some are in real time, just select the start and end dates for the date specific reports that you require.

Choose the reports that you would like to view/print. You can view any report prior to printing.

All reports in our system can also be exported to specific files like RTF (Word), HTML, PDF, TXT, TIF or XLS (Excel)

### Fund Reports Available:

Balance	Resident Billing
Check Postings	Resident Collections
Product Sales	Resident Credits
Balance Details	Profits
Checks Written	Cash Disbursements
Unpaid Billing	Debt Write-Offs
Money Receipts	Invoices
Resident Debt	Items Sales by Product
Debt Collection	Sales Tax



## FINANCIAL REPORTS

Most of the reports are date specific, some are in real time, just select the start and end dates for the date specific reports that you require.

Choose the reports that you would like to view/print. You can view any report prior to printing.

All reports in our system can also be exported to specific files like RTF (Word), HTML, PDF, TXT, TIF or XLS (Excel).

### Financial Reports Available:

Trail Balance	Money Receipts with Add#
Simple Trial Balance	Profit and Loss
Resident Balances	Cash Drawer Transactions
Trial Balance with Sub	Cash Disbursements
Simple Trial Balance w/Sub	Money Counts
Deposits	Invoice Profit
Balance Sheet	Invoice Sales by Location
Outstanding Checks	Inventory End Value
Checks Written	Fund Income Summary
Balance Sheet w/Sub	Debt Write-Offs
Check Postings	Fund Checks Written
Money Receipts	Check Register



## RESIDENT REPORTS

These are Global reports; they will include all the inmates in the category.

These reports can first be selected by Current Residents (active in your facility), Former Residents (closed accounts or released), or All Residents consisting of Current and Former Residents.

You can also select the groups; this is a good way to see who is on a selected restriction. DOC Inmates are on a DOC Trust restriction and you can pull up a listing of that select group of inmates, or you can select the Sugar Restriction and get a listing of those inmates with the reports that you select at the bottom.

You can have the reports sorted by ID, Name or Housing locations.

All the reports can be date specific; just select the start and end dates.

Choose the reports that you would like to view/print. You can view any report prior to printing.

All reports in our system can also be exported to specific files like RTF (Word), HTML, PDF, TXT, TIF or XLS (Excel).

### Resident Reports Available:

- |                  |                    |
|------------------|--------------------|
| Balances         | Resident Housing   |
| Balances+Housing | Indigents          |
| Resident List    | Savings            |
| Debt             | Scheduled Payments |
| Aging Debt       | Releases           |



## COMMISSARY ORDER REPORTS

These are Global reports; they will include all the inmates in the category.

Most of the reports are invoice (order day) specific.

Choose the reports that you would like to view/print. You can view any report prior to printing.

All reports in our system can also be exported to specific files like RTF (Word), HTML, PDF, TXT, TIF or XLS (Excel).

### Commissary Order Reports:

Invoices	Resident List
Resident Housing	Resident Housing Tool
Resident Detail	Product List
Group Sales	Resident Receipts



**ATTACHMENT A**  
**SERVICES PROVIDED, FEES AND COMMISSIONS**

<b>Costs to Client</b>	<b>Amount</b>
Release Debit Cards	\$0.00
Checks	At Cost
<b>Customer Minimum Transaction/ Transfer Fees (Commissary)</b>	
Cash Transaction Fee (Stellar Teller)	\$3.50
Credit Card Transaction Fee (Stellar Teller and Online)	10% of Charge (\$3.50 minimum)
Phone Debit Time Purchase Per Transfer (No fee for transfer upon release)	\$1.00
<b>Commissions</b>	
Commissary	28%

# Solutions Services Agreement

## Lamb County Jail



This Agreement ("AGREEMENT"), submitted as of this date of **April 3, 2024** ("Submitted Date") between the **Lamb County Jail**, with an address of 1200 E. Waylon Jennings Blvd, Littlefield, TX 79339 herein referred to as "PARTICIPANT" and Crown Correctional Telephone, INC, a Texas S Corporation, with an address of 410 W 19<sup>th</sup> Street Clifton, TX 76634 herein referred to as "PROVIDER." PARTICIPANT and PROVIDER are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

### RECITALS

**WHEREAS**, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

**WHEREAS**, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

**WHEREAS**, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

**WHEREAS**, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties, agree as follows:

**TERM:** This AGREEMENT shall have a term of **five (5) years** commencing on **5/1/2024** ("Effective Date") and terminating **sixty (60)** months thereafter (the "Initial Term"). Upon completion of the Initial Term, this AGREEMENT will automatically renew for two (2) additional twelve (12) month terms, beginning on the day after the last day of the Initial Term's expiration (the "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least sixty (60) days prior to expiration of the Initial Term or successive Extended Terms of their intent not to participate in the Extended Terms. The Extended Term(s) shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

**TERMINATION:** This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the "cure period"). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party.

**REVENUE SHARING:** The PARTICIPANT shall receive a revenue share as set forth in Exhibit B ("Revenue Share") on gross revenues generated from the SERVICES. PROVIDER shall pay the PARTICIPANT its Revenue Share monthly on or about the 25<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete.

**INSTALLATION:** Prior to the Effective Date, PROVIDER will (i) deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

**EXCLUSIVITY:** For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY and agrees not to use, purchase, lease or accept any software, equipment, or system, similar to the SOFTWARE, the EQUIPMENT, or the SYSTEM for use at the FACILITY.

**EQUIPMENT TITLE:** PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term and the Extended Term of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

**NO COST SERVICE & MAINTENANCE:** PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER's Standard Service Rates are \$60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

**RATES:** Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' notice to PARTICIPANT.

**SOFTWARE LICENSE:** PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

**SYSTEM INTEGRATION:** The PARTICIPANT agrees to provide, when necessary, jail management software data or commissary inmate data for integration with the SYSTEM.

**VIDEO MONITORING:** The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to review or monitor the contents of any video visit made or received using the SYSTEM and shall have no obligation to notify the PARTICIPANT in connection with any use or misuse of the SYSTEM. The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to verify the users of the SYSTEM and shall not be liable for any use of the SYSTEM that is in violation of the Terms of Use accepted by the FACILITY'S inmates and visitors.

**DISCLAIMER:** PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

**AGREEMENT DOCUMENTS:** The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

**NO THIRD-PARTY BENEFICIARIES:** The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

**NON-ASSUMPTION OF LIABILITY:** Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

**FORCE MAJEURE:** PROVIDER shall be excused from performance under this AGREEMENT to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (60) days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

**INDEMNIFICATION BY CONTRACTOR:** Each Party (an "Indemnifying Party") will indemnify and shall keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party.

**SEVERABILITY:** If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

**LIABILITY LIMITATION:** Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER nor PARTICIPANT shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profit or income, or loss of data, regardless of cause. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

**NOTICES:** All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate PARTY at the following addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	PROVIDER
1200 E. Waylon Jennings Blvd., Littlefield, TX 79339 Attn: Sheriff Gary Maddox	410 W 19 <sup>th</sup> Street, Clifton, TX 76634 Attn: Ryan Bartula

**GOVERNING LAW AND VENUE:** This AGREEMENT shall be governed by the laws of the state of Texas (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of Texas.

**ASSIGNMENT AND SUBCONTRACTING:** This AGREEMENT, and the covenants and agreements contained herein, shall be binding upon and inure to the benefit of successors and assigns of the PARTIES hereto and may not be assigned by either PARTY hereto without the prior written consent of the other PARTY. Any attempt to assign this AGREEMENT in violation of this paragraph is void and of no effect.

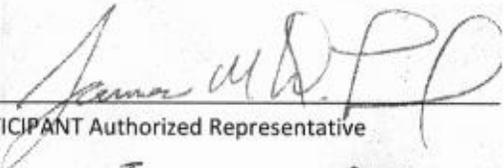
**CONFIDENTIAL INFORMATION:** All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

**SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER:** This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by PROVIDER. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**SURVIVAL:** Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

**COUNTERPARTS:** This AGREEMENT may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one AGREEMENT.

**IN WITNESS WHEREOF:** This AGREEMENT has been executed by each of the PARTIES by their duly authorized legal representatives.

X   
PARTICIPANT Authorized Representative

Printed Name: James M DeLoach

Title: County Judge

Acceptance Date: 4-8-2024

X \_\_\_\_\_  
PROVIDER Authorized Representative

Printed Name: \_\_\_\_\_

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

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

# Exhibit A - Scope of Work

**INSTALLATION OF EQUIPMENT:** PROVIDER will furnish, test, and install all equipment to support the operation of the SOFTWARE and SERVICES at the FACILITY. Equipment needs will be determined and mutually agreed upon after the signing of this AGREEMENT. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT. The scope of work shall include equipment for the current jail expansion project under construction.

Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Units Visitation	Replace Existing
Cid Device- Wall Mount Kiosks	Housing Units Multipurpose	Replace Existing
ADTRAN Gateway	Primary Network Room	Replace Existing
Cid Tablets	Housing Units	30
Mobile Cart Tablet Charging Station	Housing Units	1 (3 Belkin Chargers)
Wireless Access Points	Housing Units	Approximately 5- TBD Based on Need
Law Library Subscription	CID Devices	1

**INTERNET:** In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and 500 kilobits per second upload speed and 500 kilobits per second download speed per video device applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT. The PARTICIPANT will provide PROVIDER an SSID for the operation of the EQUIPMENT required to utilize a wireless internet connection.

**PARTICIPANT WILL** provide Internet for the SYSTEM and SERVICES as indicated.

## Exhibit B - Revenue Share on Bandwidth Utilization

### Revenue Share

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES. Revenue Share payments are made to PARTICIPANT on or about the 25<sup>th</sup> day starting after the initial traffic month to allow for a billing cycle to complete.

Cidnet Service	Rate	PARTICIPANT Cash Revenue Share
Voice	\$0.30 per megabyte	56%
Video	\$0.30 per megabyte	25%
Mail	\$0.30 per megabyte	25%

# Exhibit C - Software and Hardware Service Level Agreement

Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 9:00 a.m. and 6:00 p.m. on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

**"Major Emergency"** shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

**"Minor Failure"** shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

**SUPPORT TICKET PROCESS:** All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.



a solution by  
**crown**  
correctional telephone

# PROPOSAL

LAMB COUNTY JAIL

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A grayscale photograph of a woman with long, curly hair, smiling and looking down at a tablet device she is holding in her hands. The image is semi-transparent and serves as a background for the lower half of the document.

**crown**  
correctional telephone

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## INMATE CONNECTIVITY SYSTEM

# Cover Letter

Lamb County Jail  
1200 E. Waylon Jennings Blvd  
Littlefield, TX 79339

Members of the Evaluation Team,

Thank you for the opportunity to submit a competitive proposal and continue to partner with the Lamb County Jail. At Crown, it is our mission to deliver cutting edge technology and practical solutions to support our law enforcement agencies we serve. We operate an inmate connectivity system called Cidnet that we are proposing to install at the jail. Highlights of our proposal include:

- Implementation of 30 detention grade tablets with roll cart charging, replace all existing voice devices & visitation kiosks, and intuitive software (with training) at zero cost .
- Revenue Share commission of 56% on Voice and 25% on Video & Messaging services.
- More affordable means of connectivity for inmates and their approved friends/ family with Cidnet's data pricing model (no more per-minute billing).
- Digital Law Library application to provide legal resources electronically via tablets.
- Dedicated account management team and outstanding customer service.
- Off-site mail scanning is available at a pass through cost to the facility. If interested, please reach out to me for a quote.

Should you have any questions or would like clarity on our proposed solution, please contact me by phone at 254-366-4625 or by email at [anthony@sterlingcommissary.com](mailto:anthony@sterlingcommissary.com).

Thank you for your due diligence throughout the evaluation process and we look forward to the opportunity to continue to serve the Lamb County Jail and members of the community with our top of the line customer service and weekly service stops with commissary delivery.

Sincerely,

*Anthony Malott*

Anthony Malott/ Account Manager  
Crown Correctional Telephone, Inc.  
Sterling Commissary, LLC  
410 W. 19th Street  
Clifton, TX 76634  
254-366-4625 Cell  
[www.crownphoneservice.com](http://www.crownphoneservice.com)  
[www.sterlingcommissary.com](http://www.sterlingcommissary.com)

"Providing Inmate Telephones, Commissary, Tablets, Kiosks, Video Visitation and Video Magistrate Systems"





## Firm Overview

Crown Correctional Telephone Inc. headquartered in Clifton, Texas is a leading-edge inmate communications solutions provider. With over 20 years of experience, we are dedicated to practicing transparent communication and delivering excellent solutions to correctional facilities across the United States. The demand for technology is constantly evolving and with Crown, you'll have a partner who is always there to deliver.



**People-First Mentality** – We believe in building lasting relationships with our clients to find better ways to deliver practical solutions.



**Outstanding Customer Service** – From the correctional officer to the administrator, we deliver customer service that exceeds expectations.



**Innovative Solutions** – Our team constantly finds and creates solutions that solve problems for the jails we serve.

# REVENUE SHARE PROPOSAL

Please review the terms of our financial proposal. Crown does not charge the county to install the Cidnet System. The implementation of equipment, system configuration, and employee software training comes at no cost. Crown offers three revenue generating communication services: Voice, Video, and Mail. Each month, your county will receive the percentages listed below for each service. Crown will submit monthly reports de-tailing total usage, gross revenue, and revenue share.



## VOICE

Inmates talking on the phone

56%



## VIDEO

Inmate remote video visits

25%



## MAIL

Inmates trading email Messages

25%



# CIDNET TABLET APPS

## Connectivity



### Voice

Inmate initiated calling with approved contacts.



### Mail

Email/text messaging with approved contacts.

## Operations



### Enquire

Submit jail kites, forms, grievances, and requests.



### Content

Access documents, images, and videos published by staff.



### Commissary

Integration with commissary vendor for point of sale.



### Letters

Access digital copies of any mailed letters from friends and family members.



### Law Library

Access an electronic law library of legal information.

## Engagement



### Radio

Free access to listen to music and radio stations.



### Games

Free access to play single player arcade style games.



### Books

Free access to read eBooks.



### Cinema

Paid access to watch movies.

# References

## BOSQUE COUNTY SHERIFF'S OFFICE - TX

**Contact Name:** Jail Administrator Darren Artzt

**Contact Phone:** 254-978-7055

**Contact Email:** dartzt@bosquesheriff.com

## FREESTONE COUNTY JAIL - TX

**Contact Name:** Jail Administrator Sheena Wimberly

**Contact Phone:** 903-389-5225

**Contact Email:** sheena.wimberly@co.freestone.tx.us

## LEON COUNTY JAIL - TX

**Contact Name:** Jail Administrator Toby Winn

**Contact Phone:** 903-536-2749

**Contact Email:** toby.winn@co.leon.tx.us

# PROJECT SCHEDULE

Our experienced team has overseen hundreds of technical Cidnet installations. We've learned that each project is unique and that due diligence and preparation are critical.



## Survey & Verification

Our Team will visit your facility and survey the site with a member of your staff. We verify and gather information at this stage to improve our system design for your facility. "Measure twice, cut once," as the saying goes.

## Software Training

Lead by Brett Stakey, our support team will coordinate with your facility staff to conduct remote training on the Cidnet software. Outside of this initial session, multiple additional trainings can be scheduled at your request to cover changing shifts.



## Provisioning

Using the information gathered during the survey, the project engineer will organize and design a system to meet the real specifications of the facility.



## Shipping & Delivery

Once all equipment has been tested, it is carefully packaged and delivered to the jail. Our team will physically drive all equipment and hardware to the facility to conduct the installation of Cidnet in accordance with your schedule and preferred timeline.



## Network Procurement

Cidnet will coordinate with the facility IT to identify existing network infrastructure and deliver a plan to implement wireless and wired coverage to all devices. The project engineer will communicate and coordinate this scheduling process.



## Installation of Equipment

Our technicians will arrive onsite to replace and install all new equipment. At this time, we will also test the new equipment to ensure it functions properly.



## Parts Procurement

Based on the system design, our team will prepare and organize the parts required for your system's installation. We only use parts that have been fully tested and verified to be operational prior to deployment.



## Maintenance Schedule

Once the system is operational for a period of two weeks, your solutions advisor will conduct an onsite visit to ask questions and gather feedback on the installation process.



## Cidnet Configuration

Based on the provisioning form, our support staff will configure Cidnet including users, devices, schedules, and permissions. The software is very functional and be configured numerous ways to meet operational requirements of the facility.





**CIDNET IS AN INMATE CONNECTIVITY SYSTEM THAT OPTIMIZES JAIL OPERATIONS AND SERVES AS AN INVESTIGATIVE INTELLIGENCE-GATHERING ALLY.**



### **Run a More Efficient Jail**

Streamline time-consuming processes and simplify the responsibilities of your correctional officers.



### **Maximize Detainee Engagement**

Keep inmates immersed in tablet apps that connect them to loved ones and encourage productive use of time.



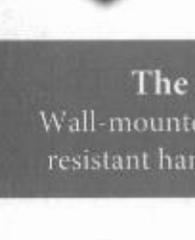
# THE CORRECTIONS CONNECTIVITY SYSTEM

Cidnet is an inmate communications system that optimizes jail operations and serves as an investigator's intelligence gathering ally. Our equipment is detention grade, our software is intuitive, and our people are incredibly responsive. Trusted by over 300 correctional facilities and county jails nationwide, Cidnet is positioned as an industry tested and approved inmate communications solution.

## Durable Equipment Built to Last



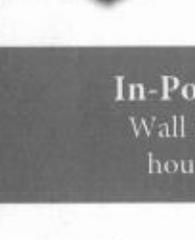
**The Voice Device - Replace Existing**  
Wall-mounted rugged telephone encased with security screws and no removable parts.



**The Cid Device - Replace Existing**  
Wall-mounted kiosk with metal exterior, vandal-resistant handset and 7" capacitive touch screen.



**The Cid Tab - 30**  
Portable 6" tablet-style device is enclosed in a two-piece detention-grade case with security screws.



**In-Pod Tablet Charging Station - 0**  
Wall mounted charging station capable of housing and charging 8 Cid Tab devices.



**Roll Cart Charging Station - 1**  
Mobile Cid Tab charging station that holds up to 30 Devices.

# SOFTWARE OFFICERS WON'T SHY AWAY FROM

Navigating software should not be a cumbersome task. Cidnet is designed to make the process of retrieving data simple. Reply to forms and provide other users secure access from one simple interface.



# INDUSTRY LEADING VIDEO VISITATION

Cidnet's Video App has been in operation for over seven years and is the most customizable system available in the corrections industry. The advanced scheduling tools, transcription of audio to text, and content moderation technologies require little to no direct oversight by jail personnel, streamlining the visitation process.

The Video app is the most affordable video visitation solution available because people only pay for the time they use, down to the second. There is no per-minute rounding, time blocking, or connection fees.



## Scheduling – You Dictate When Visits Can Happen

Your facility can configure the system with customized schedules of days and times that video visitation can take place. These schedules can be applied to individual inmates, areas, or devices in the jail.



## Devices Designed for Video Visitation

Our team will install Cid Device kiosks in all housing areas of the jail to facilitate video visitation. These devices are entirely Powered Over Ethernet (POE) and have a seven-inch screen that makes for a more private visitation experience.



## Easily Access and Download Recordings

Video visitation recordings are available indefinitely in the Cidnet Admin Portal Software. Data is encrypted and stored using enterprise cloud storage solutions. Export mp4 video files with a few simple clicks.



## Additional Access to Cidnet Apps

The Cid Device kiosks are predominantly used for video visitation, but also can be used by inmates to send messages with friends and family, submit kites/forms, access the law library, access facility published documents, and order commissary.



## MANAGE BEHAVIOR AND PROMOTE MENTAL HEALTH WITH TABLETS

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The Cid Tab is a durable tablet that is incredibly secure, highly intuitive, and offers inmates access to a variety of apps. Inmates can access e-books, music, radio, podcasts, single player games, educational content, law libraries, or any facility uploaded content/documents. This provides the inmate a way to productively spend time without placing a financial burden on their bank account or that of their friends and family. Cidnet also offers the Cinema app, a premium app where inmates can use their data to pay to watch a movie on a tablet.

Using the Cid Tab, inmates can also dial numbers and communicate over the phone through our Voice app, or trade e-messages through our Mail app. This creates more access for the incarcerated population to stay in touch with approved loved ones and mitigates hierarchies within a housing unit to access a phone on the wall.



## ELIMINATE CONTRABAND FOUND IN POSTAL MAIL

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Jails constantly face the challenge of intercepting contraband-laced letters mailed to inmates. The Cidnet Letters app solves this problem by creating digital copies of an inmate's mail. We offer a few different viable options to duplicating and delivering an inmate's mail based on your preference and tolerance of risk. Keep your officers safe, protect your agency from liability, and run a more efficient jail with Cidnet Letters, included in this proposal at no cost.

## EXTERNAL MAIL SCANNING

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Cidnet offers offsite mail scanning solutions that require very little to no staff involvement. All postal mail will be directed to a PO Box at a secure processing facility to be scanned in a secure environment. Once a letter has been scanned, it can either be delivered to the inmate in print or digital form. If printed, an exact full color high-quality copy, is mailed to your facility for delivery to the inmate by your correctional officers. This gives inmates something tangible to keep while ensuring no contraband infiltrates your facility walls. If digitally delivered, the mail will be accessible to the inmate by logging in to a tablet or kiosk. Mail can be stored for a predetermined period of time and then destroyed, or shipped back to the facility for record keeping purposes.