

INMATE TELEPHONE AGREEMENT

This Inmate Telephone Agreement (the "Agreement") is made as of the 19th day of May 2014, by and between Boundary County Sheriff's Office and BOARD OF COUNTY COMMISSIONERS BOUNDARY COUNTY, IDAHO (collectively, the "Customer") and Consolidated Telecom, Inc. ("CTEL Telecom").

1. **Utilization of Facility.** The Customer, for and in consideration of the payment of the Commission (as hereinafter defined) and the services to be provided by CTCL, grants CTCL the exclusive right and license to install and maintain an Inmate Telephone System and inter related hardware and software, inmate pay telephones and inter-related equipment (collectively, the "Equipment") within all facilities owned, operated, or controlled by the customer during the term of this agreement (collectively the "Facility"), upon the terms and conditions set forth in this Agreement. The equipment and software includes the ability to record and monitor all phone calls made through the system with the ability Not to record privileged calls, or turn off recordings to preserve inmates legal rights to advice of counsel. The Customer covenants and agrees to make the Facility available to CTCL for complete installation and operation of the Equipment as soon as possible after the date hereof.
During the term of this Agreement, CTCL shall have the right, from time to time, to replace any portions of the Equipment installed at the Facility, or to increase or decrease the number of items of Equipment within the Facility as is mutually agreed upon by the Customer and CTCL. The Customer shall provide appropriate locations within the living quarters and day rooms of the Facility for installation of the Equipment, to insure the inmates within the Facility have ready access to the Equipment to allow maximum daily usage thereof. The Customer agrees not to take any action of any kind that would adversely affect the inmates' accessibility to the Equipment and usage thereof, other than as required for the security and operation of the Facility.
2. **Compensation.** In consideration of the right to install and operate the Equipment within the Facility, CTCL agrees to pay the Customer **68.5% commission to facility. All commissions are based upon true gross or usage. No deductions for bad debt or unbillables** from utilization of the Equipment through calls made by inmates within the Facility (the "Commission"). Gross billable calls are defined as all of the completed billable calls. The Commission shall be paid by CTCL to the Customer on a monthly basis, as set forth in Section 3 below. (See section; item G for specific payment details).
3. **Payment and Accounting.** CTCL agrees to pay the Customer the Commission on a monthly basis, but in no event later than **Sixty (60) days** following the month in which revenue was generated from the Equipment during the term of this Agreement. Each payment made by CTCL to the Customer will be accompanied by a report showing dates of collection and amounts collected from each pay telephone comprising the Equipment. All commission payments shall be final and binding upon the Customer unless written objection thereto is received by CTCL within thirty days of mailing of the commission payment to Customer by CTCL.
4. **Licenses.** All Licenses required by any state, county, city or other governmental authority shall be secured by CTCL, at its sole cost and expense.
5. **Title to Equipment.** During the term of this Agreement, the Equipment installed in the Facility pursuant to this Agreement shall remain the sole and exclusive property of CTCL.
6. **Maintenance and Repair.** During the term of this Agreement, CTCL shall repair and maintain the Equipment in good operating condition, including without limitation, furnishing all parts and labor, at its sole cost and expense. The costs shall include repairs to Equipment caused by any misuses, destruction, damage, vandalism, criminal actions or facility failures. CTCL will provide continuing and ongoing maintenance to the Equipment at its sole cost and expense, and all such maintenance services will be conducted in a timely manner. The Customer shall permit employees or contractors of CTCL reasonable access to the Facility at all times, in order to service, repair and maintain the Equipment. The Customer shall notify CTCL in writing of any misuse, destruction, damage or vandalism to the Equipment, as soon as practicable after ascertaining same.
7. **Liability.** In no event shall the Customer be liable for any damage or destruction to any item of Equipment.

8. **Term of Agreement.** For the convenience of the Parties, the Agreement shall commence on the date of execution by the Customer ("Commencement Date"), and shall automatically terminate, unless renewed in accordance with the terms hereof, at the end of the Customer's fiscal year during which this Agreement is commenced (the "Initial Term"). In addition to the Initial Term, the Customer shall have and is hereby granted a four (4) year Agreement. Commencement Date to renew this Agreement for a term not to exceed one (1) fiscal year, all upon the same terms and conditions hereof, by either giving written notice of intent to renew, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the termination of this Agreement.
9. **Event of default, Termination of Agreement.** In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of said notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. If the performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of the parties, including without limitation, fire, explosion, riots, civil unrest, power failures, injunctions, or acts of God, then the party affected shall be excused from such performance on a day-to-day basis to the extent of such interference, provided the party so affected shall use reasonable efforts to remove such cause of no-performance. In the event any governmental tariff or regulation prevents CTCL from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CTCL, 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 CTCL access to the facility in order to remove the Equipment. CTCL agrees to remove the Equipment within thirty days after termination of this Agreement.
10. **Authority.** Each party to this Agreement warrants and represents that they have the unrestricted right and requisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Equipment.
11. **Miscellaneous.**
- A. Any notice to be given hereunder shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the parties set forth below, and all such notices shall be deemed received when delivered in the manner set forth above

If to Consolidated Telecom: Consolidated Telecom, Inc.

2445 Gateway Dr. Suite #120

Irving, TX 75038

Tel: 972-239-2182 Fax: 972-239-2358

If to Customer: Boundary County Jail

P. O. Box 419

Bonniers Ferry, Idaho 83805

Tel: 208-267-3151

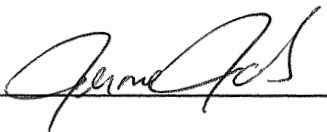
- B. This Agreement shall be constructed under and is enforceable under the laws of the State of Idaho.
- C. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.
- D. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain.
- E. This Agreement shall be binding upon and inure to the benefit of CTCL and the Customer, and their respective successors and assigns.
- F. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement. This Agreement cannot be varied or modified orally and can only be varied or modified by a written instrument signed by all parties.
- G. In summary CTCL is pleased to offer the following:
- 68.5% commission to facility.
 - \$2,000.00 signing bonus.
 - \$2,000.00 in calling cards at no charge or off set of commission to facility.

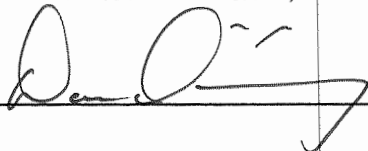
All commissions are based upon true gross or usage. No deductions for bad debt or unbillables.
The Parties agree to the terms and conditions of this contract and shall bind themselves effective upon execution of the contract.

EXECUTED AS OF THE DATE AND YEAR FIRST ABOVE WRITTEN

CONSOLIDATED TELECOM, INC.

**BOARD OF COUNTY COMMISSIONERS OF
BOUNDARY COUNTY, IDAHO**

By: 

By: 

Name: Jerome Jacobs

Name: DAN DINNING

Title: vice-president

Title: County Commission Chairman

Date: 5-13-2014

Date: 5-19-14

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Addendum
To
Inmate Telephone Agreement**

This Addendum adds to and modifies the Inmate Telephone Agreement dated 5/19/2014 ("Contract") previously entered into between Boundary County Sheriff's Office and Board of County Commissioners of Boundary County, Idaho (collectively, the "Customer") and Consolidated Telecom, Inc. ("CTEL") (hereinafter the "Contractor") (collectively, the "Parties").

RECITALS

- A. The Parties entered into the Contract in order to install, and maintain an Inmate Telephone System and interrelated hardware and software, the inmate pay telephones, and interrelated equipment, a copy of the Contract is attached as Exhibit A and incorporated by reference; and
- B. The Parties wish, through this Addendum, to offer an additional signing bonus and extend the existing contract term.

CONTRACT

Now, therefore the Parties agree as follows:

- 1. Section 8 of the contract is amended to extend the term of the contract until May 31, 2023. The notice provision shall too remain the same.
- 2. Section 11 G shall change as follows:
 - A signing bonus of (2) two video visitation kiosks for facility.
- 3. Uncontrollable Circumstances The Parties reserve the right to renegotiate the Agreement upon sixty (60) days advance written notice if circumstances outside the Parties control related to the Facility (including changes in rates, FCC regulations or Orders of operations mandated by law). County acknowledges that Provider's provision of services is subject to certain federal, state and/or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict the Provider from taking any steps necessary to perform compliance there with.

- C. ENTIRE AGREEMENT / ADDENDUM

**REQUEST FOR PROPOSALS
INMATE TELEPHONE SYSTEM**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Boundary County, Idaho will be accepting sealed proposals for an INMATE TELEPHONE SYSTEM.

PROPOSAL INSTRUCTIONS AND SPECIFICATIONS can be obtained at the Clerk's office in Boundary County Courthouse located in Bonners Ferry, Idaho. Telephone: 208-267-2242. You can also obtain a copy of the RFP via email request to cdenton@boundarysheriff.org

SUCH PROPOSAL INSTRUCTIONS AND SPECIFICATIONS must be substantially complied with and such documents include special requirements.

EQUAL PHYSICAL AND COMMUNICATIONS access for people with disabilities as required by Title II of the ADA will be provided with reasonable advance notice of "3" working days.

SEALED PROPOSALS MUST BE IN THE OFFICE OF THE COUNTY CLERK on or before 5:00 p.m., FRIDAY April 25, 2014. The mailing address in which to send the bids is P.O. Box 419, Bonners Ferry, Idaho 83805. For those who would like to hand deliver their sealed proposals, the physical location of the Courthouse is: 6452 Kootenai Street, Bonners Ferry, Idaho 83805, and the Clerk's Office is Room #22. Proposals will be opened at 10:00 a.m., on Monday, April 28, 2014 in the office of the Board of County Commissioners, Room #28.

The Board of County Commissioners reserves the right to reject any or all proposals and to accept proposals deemed in the best interest of Boundary County.

BOARD OF BOUNDARY COUNTY COMMISSIONERS:

s/ _____

Dan R. Dinning, Chairman

s/ _____

Walt Kirby, Commissioner

s/ _____

Lee Pinkerton, Commissioner

*****Bonners Ferry Herald – Please publish twice (2) in the Legal Section*****

First publication on April 10, 2014

Second publication on April 17, 2014

Crystal Denton

From: Crystal Denton [cdenton@boundarysheriff.org]
Sent: Wednesday, April 02, 2014 1:55 PM
To: 'salesteam@legacyinmate.com'; 'mharvey@golegacy.com'; 'jtaylor@ctel.us';
'gsargeant@latticeincorporated.com'
Subject: RFP release
Attachments: INVITATION-BID Inmate Phone System 4-14.doc; Inmate Telephone System RFP.doc
Importance: High

To Whom it May Concern,

Boundary County has recently released RFP requests to replace our existing inmate communications system. I have attached the RFP along with the notification.

If you have any questions please email me.

Thank you for your time in this matter.

Sincerely,

Crystal

Crystal Denton
911 Administrator
Boundary County Sheriff's Office
208-267-3151 ext 202

Emailed
telemate on
web page contact link