

FRANKLIN COUNTY RESOLUTION NO. 2010 154

BEFORE THE BOARD OF COUNTY COMMISSIONERS, FRANKLIN COUNTY,
WASHINGTON

**RE: INMATE TELEPHONE AGREEMENT BETWEEN FRANKLIN COUNTY
SHERIFF'S OFFICE AND CONSOLIDATED TELECOM, INC.
(CTEL TELECOM)**

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the county and ensure the care of county property and management of county funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into the attached agreement as being in the best interest of Franklin County.

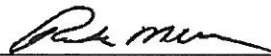
NOW, THEREFORE, BE IT RESOLVED that the attached Inmate Telephone Agreement between Franklin County and Consolidated Telecom, Inc. (CTEL Telecom), is hereby approved by the Board.

APPROVED this 26th day of May, 2010.

BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON

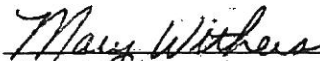


Brad Peck, Chair



Rick Miller, Chair Pro Tem

Attest:


Clerk to the Board

R.E. Koch - Absent

Robert E. Koch, Member

INMATE TELEPHONE AGREEMENT

2010 154

This Inmate Telephone Agreement (the "Agreement") is made as of the May 26, 2010, by and between Franklin County Sheriff's Office and BOARD OF COUNTY COMMISSIONERS FRANKLIN COUNTY, WASHINGTON (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 CTEL, grants CTEL 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 the Franklin County corrections center during the term of this agreement (collectively the "Facility"), upon the terms and conditions set forth in this Agreement. The Customer covenants and agrees to make the Facility available to CTEL for complete installation and operation of the Equipment as soon as possible after the date hereof.

During the term of this Agreement, CTEL 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 CTEL. 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, CTEL agrees to pay the Customer 50% Fifty Percent ALL collect, debit and Prepaid call receipts 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 CTEL 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.** CTEL agrees to pay the Customer the Commission on a monthly basis, but in no event later than forty-five (45) days following the month in which revenue was generated from the Equipment during the term of this Agreement. Each payment made by CTEL 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 CTEL within thirty days of mailing of the commission payment to Customer by CTEL.
4. **Licenses.** All Licenses required by any state, county, city or other governmental authority shall be secured by CTEL, 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 CTEL.
6. **Maintenance and Repair.** During the term of this Agreement, CTEL 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. CTEL 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 CTEL reasonable access to the Facility at all times, in order to service, repair and maintain the Equipment. The Customer shall notify CTEL 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 five (5) 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.

In addition, the Customer is hereby granted a 90 day "trial period" during the initial term that shall begin upon the Commencement Date in which the Customer may terminate the agreement if the installed equipment or software does not meet the day to day business needs and requirements of the Customer, by providing two weeks notice in writing, after first granting the CTEL an opportunity to repair or resolve the issues of concern to the Customer.

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 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 CTEL from providing services, or such tariffs or regulations make continuation of this agreement impractical for economic reasons or otherwise, then CTEL, 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 CTEL access to the Facility in order to remove the Equipment. CTEL 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

1320 Greenway Dr. Suite #450

Irving, TX 75038

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

If to Customer: Franklin County Sheriff's Office

1016 North Fourth Avenue

Pasco, Washington 99301

Tel: 509-545-3565

2010 154

- B. This Agreement shall be constructed under and is enforceable under the laws of the State of Washington.
- 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/authorized representatives.
- G. In summary CTCL is pleased to offer the following:

* 50% Commission of gross billed revenue on completed collect call (including debit, and pre-paid calls) receipts.

* CTCL shall provide bonus equipment including hardware and software in the amount of \$12,000.00 dollars.

H. **CUSTOMER AGREES THAT THE BONUS EQUIPMENT AND OTHER RELATED PRODUCTS PROVIDED BY CTCL TO CUSTOMER WILL BE DELIVERED "AS IS". CTCL MAKES NO REPRESENTATIONS FOR WARRANTIES REGARDING THE BONUS EQUIPMENT FOR THE VENDOR, EXPRESS OR IMPLIED AND SPECIFICALLY DISCLAIMS ALL WARRANTY, INCLUDING WITHOUT LIMITATION, WARRANTIES MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT WILL CTCL HAVE ANY LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, SPECIAL, PUNATIVE, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOST OF ANTICIPATED PROFITS, REVENUE, OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM CUSTOMERS USE OF THE BONUS EQUIPMENT.**

The Parties agree to the terms and conditions of this contract and shall bind themselves effective upon execution of the Agreement.

EXECUTED as of the date and year first above written.

Consolidated Telecom, Inc.

BOARD OF COUNTY COMMISSIONERS OF
FRANKLIN COUNTY, WASHINGTON

By: 

By: 

Name: GARY SAVAGE

Name: Brad Peck
Chairman,

Title: PRESIDENT

Title: Franklin County Commissioners

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: Richard Latham

Name: Richard Latham

Title: Sheriff

Date: 5/12/10

Approved as to form:
BUP, Deputy Prosecuting Attorney
05/11/2010

**Addendum to Inmate Telephone
Contract Between Consolidated Telecom, Inc
and Franklin County Jail**

2010 154

- I. This provision is hereby incorporated by reference to the Inmate Telephone Agreement by and between Franklin County and Consolidated Telecom, Inc. Both parties may at its option and in their sole discretion terminate this agreement with 90 days written notice to the other party.

Consolidated Telecom, Inc.

BOARD OF COUNTY COMMISSIONERS OF
FRANKLIN COUNTY, WASHINGTON

By: Gary Savage

By: Brad Peck

Name: Gary Savage

Name: Brad Peck

Title: President

Chairman,
Title: Franklin County Commissioners

Date: 5-7-2010

Date: May 26, 2010

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WASHINGTON

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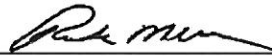
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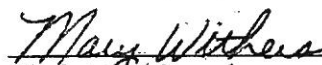


Brad Peck, Chair



Rick Miller, Chair Pro Tem

Attest:


Clerk to the Board

R.E. Koch - Absent

Robert E. Koch, Member