

PROPOSAL CONTRACT AND AGREEMENT

This telephone service "Shared Revenue" Agreement is entered into this 1 day of Jan 1998, by and between Ware Co. Sheriff's Dept., herein known as the "Customer", and AmTel / ATN, Inc., herein known as "AmTel"

WHEREAS, AmTel is engaged in the business of providing certain telecommunications equipment and charge-for-call telephones and services, and providing automated-operator assisted station-to-station or person-to-person collect telephone calls, and;

WHEREAS, Customer has full operating and management responsibility for the detention facility, jail, or prison, herein known as the Facility, and with respect to those premises so noted, wishes to establish a pay telephone vending arrangement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. Customer hereby grants AmTel an exclusive license to install and operate pay for call telecommunications equipment at the Facility, and hereby leases its facilities for the purposes of installing and operating such equipment.
2. AmTel shall be responsible for the procurement, purchase, installation, maintenance and service of all such equipment. AmTel shall have the exclusive right to determine the number, type, and location of the pay telephone stations, and shall commence installation within ninety (90) days from the availability of a Customer Owned Pay Telephone (COPT) service line from the local telephone utility company. AmTel shall not be liable for any delays in installation.
3. AmTel shall have the exclusive right to obtain usage and billing information, order, connect or disconnect pay telephone services, select carriers, purchase available public utility equipment, handle all billing and payments. AmTel shall be responsible for the payment of all charges in connection with the pay for call telephones.
4. AmTel shall maintain the phones in good working order, and shall keep the enclosures and telephones equipment clean and properly repaired. AmTel shall not be liable of any lost income during a period that any telephone is out of order or being repaired.
5. AmTel shall be responsible for the managing of all call detail records for the system, including but not limited to: the rating of each record in accord with rates, terms and conditions, for providing intraLATA, interLATA, and interstate telecommunications services as filed with the Georgia Public Service Commission, for the blocking and unblocking of user billing numbers, and preparation and processing all qualifying message records for billing and collection of revenue.
6. In consideration for this exclusive license and lease agreement AmTel shall pay the Customer a Commission Fee of fifty percent (50%) of the Total Net Revenues after all management fees and expenses as identified in item seven.
7. Total Net Revenues shall be defined as all Monthly Gross Receipts for qualifying message records generated from the Customer's Facility, minus all direct costs, which include local line charges, long distance charges, billing and out-clearing fees and charges, and billed number validation charges, minus post billing adjustments, credits, and bad debt true-ups for unbillable or uncollectable records billed to the end users, minus an AmTel maintenance fee of 50 percent +5 % of the Monthly Gross Receipts to cover all system management, telephone repair labor, materials, equipment, and all other service fees and costs.
8. Commission payment shall be made to Customer, or Customer's designee within one hundred and twenty (120) days after the last day of each calendar month on the basis of all receipts in that month. The first payment may be expected within approximately one hundred and twenty (120) days from the date of system installation, and will continue each month thereafter.
9. AmTel shall submit, at the Customer's request, a detailed accounting of all revenues received, expenses incurred, and fees and charges and commissions paid in regard to all qualifying message records generated from the Facility. All rates and charges under this agreement shall conform to the Public Service Commission regulations for the state of call origin.

10. Legal title to all telephones and installed equipment shall remain vested with AmTel. Customer shall not remove or relocate the installed equipment without AmTel's express consent. Relocation at Customer's request shall be at Customer's expense. AmTel is to accept no liability for holes in walls, floors, or other surfaces which result from the installation or removal of the equipment. Upon termination of this agreement, AmTel shall be responsible only for the removal of the equipment. Customer shall restore the premises to their original condition. AmTel shall not be responsible for damage to the premises which occurs due to vandalism. AmTel shall indemnify, defend and hold Customer harmless from any liability in connection with the placement, maintenance, or usage of the telephone equipment.

11. Customer hereby represents that the Facility is owned and/or exclusively operated by the Customer and Customer is authorized to enter into this agreement with respect to the Facility, and that the undersigned is authorized to bind the Facility to this agreement.

12. Should the detention functions of any named Facility be transferred to a new location, or building, during the life of this contract, AmTel shall have the option of relocating telephone equipment and services to the new location, at no liability or expense to Customer, and to maintain the terms of this agreement in full effect.

13. If legal enforcement of the terms of this agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees and costs. AmTel and the Customer mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of terms and services described herein.

14. This agreement shall be deemed to be a contract made under the laws of the State of Georgia and the interpretation and performance of the agreement shall be governed by all applicable State laws, and shall be binding upon the parties hereto, their successors, and assignees. AmTel may assign this agreement to any other competent person or entity capable of performance.

15. The term of this agreement shall be for sixty (60) calendar months from the date of initial installation of equipment or the termination date of any preexisting agreement. AmTel may terminate this contract at any time during the duration of this agreement upon thirty (30) days written notice to the Customer. The Customer may terminate this agreement only if AmTel fails to install telephone equipment as agreed, or to correct any other default within thirty (30) days after receipt of written notice of such deficiency by the Customer. This agreement shall continue for an additional sixty (60) calendar months unless either party notifies the other in writing of its intent to terminate this agreement at least three (3) months prior to the final date of exportation. Notice of termination of this agreement for any reason must be provided in writing thirty (30) days in advance, and delivered to the address listed below. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.

16. This is the entire agreement between the parties; there are no oral arrangements of any kind; any future modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, AmTel and Customer have executed this Agreement as of the date and year first set forth above.

AmTel / ATN, Inc.
919 Dilworth Street
St. Marys, Georgia 31558

By: [Signature]
Name: Bob Spangler
Title: Pres.
Date: Jan 1, 1998

By: [Signature]
Name: Rennie H. M. [Signature]
Title: [Signature]
Date: Jan 1, 1998

ATN, Inc.
PROPOSAL CONTRACT AND AGREEMENT
ADDENDUM I

February 28, 2002

Original Contract language to be modified


15. The term of this agreement shall be for sixty (60) calendar months from the date of initial installation of equipment or the termination date of any preexisting agreement. AmTel may terminate this contract at any time during the duration of this agreement upon thirty (30) days written notice to the Customer. The Customer may terminate this agreement only if AmTel fails to install telephone equipment as agreed, or to correct any other default within thirty (30) days after receipt of written notice of such deficiency by the Customer. This agreement shall continue for an additional sixty (60) calendar months unless either party notifies the other in writing of its intent to terminate this agreement at least three (3) months prior to the final date of expiration. Notice of termination of this agreement for any reason must be provided in writing thirty (30) days in advance, and delivered to the address listed below. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.

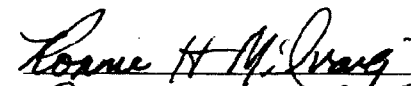
Modified contract language to read as follows

15. The term of this agreement shall be extended for an additional sixty (60) calendar months from the termination date of the original agreement dated January 1, 1998. The Customer may terminate this agreement only if AmTel fails to install telephone equipment as agree, or to correct any other default within thirty (30) days after receipt of written notice of such deficiency by the Customer. AmTel may terminate this contract at any time during the duration of this agreement upon thirty (30) days written notice to the Customer. This agreement at the conclusion of the extension, shall continue for an additional sixty (60) calendar months unless either party notifies the other in writing of its intent to terminate this agreement at least three (3) months prior to the final date of expiration. Notice of termination of this agreement for any reason must be provided in writing thirty (30) days in advance, and delivered to the address listed below. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.

AmTel / ATN, Inc.
919 Dilworth Street
St. Marys, Georgia 31558

Ware County Law Enforcement
3487 Harris Road
Waycross, GA 31503

By: 
Name: Paul Sangler
Title: Gen.
Date: 03/12/02 . 2002

By: 
Name: Ronnie H. McQuay
Title: Sheriff
Date: 03-12-02 . 2002

AmTel

CONFINEMENT COMMUNICATIONS

CONTRACT AND AGREEMENT AMENDMENT II

Amendment II to Original Inmate Proposal Contract and Agreement dated January 1, 1998, Proposal Contract and Agreement Addendum I dated March 12, 2002 and the Contractual Amendment dated October 21, 2013.

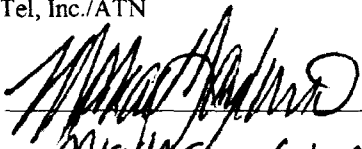
Ware County Sheriff's Office located at 3487 Harris Rd, Waycross, GA 31503 herein known as "Customer" and AmTel, Inc. located at 913 Dilworth St. Saint Marys, GA 31558 herein known as "AmTel" are in agreement to amend the Original Inmate Proposal Contract and Agreement dated January 1, 1998, Proposal Contract and Agreement Addendum I dated March 12, 2002 and the Contractual Amendment dated October 21, 2013 according to the below sections:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein, mutual promises and other good and valuable considerations, do hereby agree as follows:


- 6.) In consideration for this exclusive license and agreement AmTel shall pay the Customer a monthly commission fee of 65% of Total Gross Revenue, which is defined as all completed calls regardless of call type. No deductions will be removed for fraud, bad debt, or unbillables. AmTel will be responsible for all costs associated with maintaining the inmate telephone system in good working order.
- 15.) The term of this agreement shall be for forty eight (48) calendar months and said agreement shall continue to renew for forty eight (48) month extensions unless notice of intent to not renew is provided to AmTel in writing, via certified mail, by Customer sixty (60) days before the expiration date of the current contract; otherwise the contract will automatically renew for the same terms. Notice of Termination for documented deficiencies on the part of AmTel must be provided to AmTel in writing thirty (30) days in advance. Customer must provide documented records as to any deficiency on the part of AmTel and deliver to the address below. Upon termination of this agreement, each party agrees to satisfy any and all outstanding obligations arising under this agreement.
- 16.) This is the only Amendment between the parties; there are no oral arrangements of any kind; any future Amendments to the agreement shall be in writing and signed by both parties.

Customer and AmTel warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

AmTel, Inc./ATN

By: 
Name: MICHAEL LELAND
Title: President
Date: 10/21/2017

Ware County Sheriff's Office

By: 
Name: Randy F. Royal
Title: Sheriff, Ware Co.
Date: Oct 21, 2017



MuckRock News
DEPT MR 50760
411A Highland Ave
Somerville, MA 02144-2516
50760-17757947@requests.muckrock.com

Ware County Sheriff
ORA Office
3487 Harris Road
Waycross, GA 31503

March 19, 2018

This is a follow up to a previous request:

To Whom It May Concern: -----

I wanted to follow up on the following Georgia Open Records Act request, copied below, and originally submitted on March 14, 2018. Please let me know when I can expect to receive a response, or if further clarification is needed.

Thanks for your help, and let me know if further clarification is needed.

Filed via MuckRock.com
E-mail (Preferred): 50760-17757947@requests.muckrock.com

For mailed responses, please address (see note):

MuckRock News
DEPT MR 50760
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.

On March 14, 2018:
To Whom It May Concern:

Pursuant to the Georgia Open Records Act, I hereby request the following records:

A copy of the current contract between the County and the current vendor for inmate communication services at the County Correctional / Detention Facility. This may encompass telecommunication, kiosk,

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and mobile tablet services. I am requesting that the information provided contain the term and expiration date of the current contract (including any optional contract extensions), as well as the current telecommunications provider and the services currently being provided pursuant to the agreement.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 3 business days, as the statute requires.

Sincerely,

Augie Torres

Filed via MuckRock.com
E-mail (Preferred): 50760-17757947@requests.muckrock.com

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Ware County Sheriff
ORA Office
3487 Harris Road
Waycross, GA 31503

March 15, 2018

To Whom It May Concern:

Pursuant to the Georgia Open Records Act, I hereby request the following records:

A copy of the current contract between the County and the current vendor for inmate communication services at the County Correctional / Detention Facility. This may encompass telecommunication, kiosk, and mobile tablet services. I am requesting that the information provided contain the term and expiration date of the current contract (including any optional contract extensions), as well as the current telecommunications provider and the services currently being provided pursuant to the agreement.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

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Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 3 business days, as the statute requires.

Sincerely,

Augie Torres

Filed via MuckRock.com
E-mail (Preferred): 50760-17757947@requests.muckrock.com

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