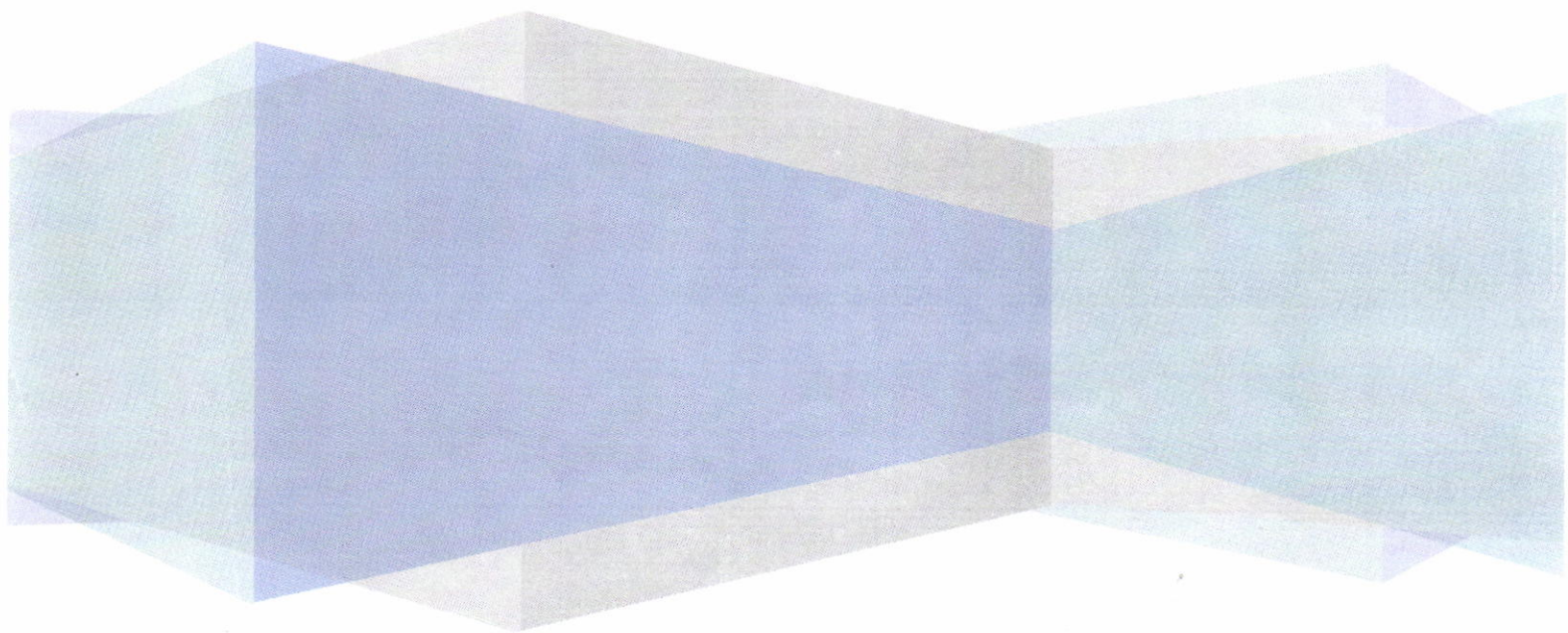




**Butler County Ohio
Inmate Telephone System
Service Agreement**



Inmate Telephone System Service Agreement

This Service Agreement, is entered into by and between the Board of County Commissioners of Butler County, Ohio, 315 High Street, Hamilton, Ohio 45011, hereinafter referred to as “**County**” and Combined Public Communications, whose business address is 100 Aqua drive, Cold Spring, Kentucky 41076 herein referred to as “**Contractor**”.

Exclusive Agreement

The County agrees to exclusively permit Contractor to install the Inmate telecommunications system that will process collect calls, prepay and direct pay calls including local and long distance traffic and associated hardware and software located at the Butler County Adult Detention facilities in Hamilton, Ohio 45011.

CPC Equipment

The inmate telecommunications system and all associated equipment installed under this agreement will remain the sole and exclusive property of the Contractor. County will promptly report to CPC misuse, destruction, or vandalism of the system or telephones. County will not use the Inmate telecommunications system installed for County’s business purposes nor list or advertise in any manner the telephone numbers of the Inmate telecommunications system without prior consent of Contractor. There is no cost charged to the County for Contractor’s inmate telephone system or associated equipment.

Customer Access to Equipment and Reports

Contractor will give County access to the inmate telephone platform that is password protected, allowing staff to monitor / record calls and run call detail reports. Call detail reports will be stored off site at a secure Contractor location for the term of the service agreement. Contractor will train authorized staff on the usage of the system.

Service Agreement

All service and maintenance will be the sole responsibility of Contractor.
See Attachment A for service level agreement.

Vended Prepaid Calling Card Machine

Contractor will install a prepaid calling card vending machine(s) in lobby area of the Butler County Adult Detention facilities in Hamilton, Ohio. Lobby space and machine accessibility agreed upon by County and Contractor. Contractor will not charge the County for installation, removal or movement of the prepaid calling card vending machine(s). Contractor will service, stock and maintain the vending machine(s).

Contractor Employees

Contractor will only employ United States citizens or legal residents of the U.S. to install, maintain and service the inmate telephone system and all associated equipment located at the Butler County Adult Detention facilities in Hamilton, Ohio.

Insurance

Contractor will maintain throughout the term of the service agreement the following insurance requirements:

- a. Workers Compensation insurance in accordance with the laws of the State of Ohio for all personnel and covering all sites subject to this service agreement.
- b. Certificate of Insurance covering Public Liability and Auto Liability Insurance in the amount not less than \$2,000,000 per occurrence and aggregate for bodily injury, including accidental death, to any one person and in an amount not less than \$2,000,000 on account of any one occurrence and aggregate.

Such insurance shall remain in full force and effect during the life of the service agreement. Insurance may not be changed or canceled unless the insured and the Board of County Commissioners are notified in writing not less than ten days prior to such change or cancellation. If any part of the service agreement is sublet, the Contractor is responsible for that part being adequately covered by the insurance herein described above.

Agreement Term

This Service Agreement shall be governed in accordance with the laws of the State of Ohio and remain in full force and effective for a period of thirty six (36) months from commencement date. By mutual agreement to the parties in writing, exchange not less than thirty (30) days prior to the expiration of the said service agreement, this service agreement may be extended for an additional period of three (3) years, upon the same terms and conditions.

Compensation

Collect Calls –year one (1)

- Local calls, sixty three percent (63%)
- IntraLata calls, sixty three percent (63%)
- InterLata calls, sixty three percent (63%)
- InterState calls, sixty three percent (63%)

year two (2)

- Local calls, sixty four percent (64%)
- IntraLata calls, sixty four percent (64%)
- InterLata calls, sixty four percent (64%)
- InterState calls, sixty four percent (64%)

year three (3)

- Local calls, sixty five percent (65%)
- IntraLata calls, sixty five percent (65%)
- InterLata calls, sixty five percent (65%)
- InterState calls, sixty five percent (65%)

Direct Pay Calls - year one (1)