ADAIR COUNTY COMMISSION MINUTES
TUESDAY, FEBRUARY 3, 2015

IN REF. ORDER NO 6 Bids for Inmate Telephone System

Tele·Connect

County of Adair, Mis
Response to Request for
Inmate Telephone S
January 30, 201

Tele-Connect Inc
1421 W 7th Street
PO Box 887
Chanute, KS 66720

Bill Rounds
Operations Manager
816-651-5936
rwidwest8@gmx.net

Tele-Connect, In
Vendor

620-431-3463 ✦ 800-242-6883 ✦ fax 620-431-0318

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"Any sign-on bonuses, perks, promotions, etc. the Vendor wishes to extend as part of their contract if awarded, shall be listed separately from their formal proposal for inmate telephone services to the COUNTY."

Tele-Connect, Inc. is an affiliated company of Kansas Communication Systems, Inc.

As an incentive for Adair County to continue utilizing Tele-Connect as its inmate phone provider, Tele-Connect is offering a $5,000 Signing Bonus to be applied toward the down payment of a Toshiba Business Phone System for Adair County Sheriff Department and the following prepaid commission and payment arrangements (See attached Business Phone Equipment and Services)

Total Toshiba Business Phone System Cost		$ 22,100
Less Signing Bonus Applied toward Downpayment		$ (5,000)
Balance - to be deducted from Prepaid Commissions until paid		$ 17,100

EXAMPLE ONLY:	Est Monthly Commission	Balance
Beginning Balance		$ 17,100
Month 1	$ (1,000)	$ 16,100
Month 2	$ (1,000)	$ 15,100
Month 3	$ (1,000)	$ 14,100
Month 4	$ (1,000)	$ 13,100
Month 5	$ (1,000)	$ 12,100
Month 6	$ (1,000)	$ 11,100
Month 7	$ (1,000)	$ 10,100
Month 8	$ (1,000)	$ 9,100
Month 9	$ (1,000)	$ 8,100
Month 10	$ (1,000)	$ 7,100
Month 11	$ (1,000)	$ 6,100
Month 12	$ (1,000)	$ 5,100
Month 13	$ (1,000)	$ 4,100
Month 14	$ (1,000)	$ 3,100
Month 15	$ (1,000)	$ 2,100
Month 16	$ (1,000)	$ 1,100
Month 17	$ (1,000)	$ 100
Month 18	$ (100)	$ -

Note: If any regulatory agency prohibits the payment of Inmate Commissions or for any other reason Adair County inmate facility ceases to generate inmate revenue and/or commissions, Adair County will owe the remaining balance of the business phone system.

City Tele-Coin Company, Inc.
4501 Marlena Street, Bossier City, LA 71111
800.682.0707 / www.citytelecoin.com

(B) COMMISSIONS
As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to ADAIR commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

(1) *Rate* – CTC shall remit commissions pursuant to ADAIR's election directly hereunder of either Option A or Option B, to wit:

☐ **OPTION A** (USAGE REVENUE ON ALL TRAFFIC)
CTC shall remit to ADAIR **58% (Fifty-Eight Percent)** of all *Usage Revenue* generated through *Traditional Collect, Prepaid Collect, and Prepaid Inmate Calling Card* telephone traffic (local, *intra*LATA, *inter*LATA, and interstate) originating from the facility managed by ADAIR, as listed in Section A *"The Work"* and processed by CTC's call processing system. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

☐ **OPTION B** (USAGE REVENUE ON COLLECT & PREPAID TRAFFIC; PURCHASE DISCOUNT ON CARDS)
CTC shall remit to ADAIR **58% (Fifty-Eight Percent)** of all *Usage Revenue* generated through *Gross Collect* and *Direct Pay* telephone traffic (local, *intra*LATA, *inter*LATA, and interstate) originating from the facility managed by ADAIR, as listed in Section A *"The Work"* and processed by CTC's call processing system. CTC shall issue to ADAIR a Purchase Discount of **58% (Fifty-Eight Percent)** on *Prepaid Inmate Calling Cards* at any time such purchase is made by ADAIR. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.

(2) *Remittance and Acceptance* – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to ADAIR on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by ADAIR, and shall be made within 30 days after receiving said commission payment. Acceptance of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.

(3) *Adverse Conditions* – At any time while this contract is in force and effect, should the Missouri Public Service Commission, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes ADAIR'S generated revenue from such traffic to be adversely affected, then both parties agree to work together toward the benefit of each other and may renegotiate the terms of this agreement temporarily or permanently.

(C) TERMS
The initial term of this agreement shall be for period beginning _____, 20____ with the initial term completed at Forty Eight (48) Months. CTC or ADAIR, at its option, has the right to renew or refuse this contract, under the terms and conditions set forth by this contract, by giving certified notice to ADAIR or CTC. Any certified notice is to be mailed Ninety (90) days prior to termination date of this contract to the address provided herein. This initial contract shall continue in force automatically for additional Twelve (12) Month periods should no action be taken by either party.

(D) ASSIGNMENT
CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

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ATTEST: _____   _____
          County Clerk   Presiding Commissioner