



**Consolidated Telecom, Inc.**

***Inmate Communications General Service Agreement ("Agreement")***

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Consolidated Telecom, Inc. ("CTEL"), with its principal place of business located at 8113 Ridgepoint Drive Suite 205 Irving, TX 75063 and the County of Champaign, located in the State of Illinois, through the Champaign County Sheriff in his official capacity (hereinafter collectively referred to as "Champaign County", "the County", or "Customer") with its principal place of business at the Champaign County Jail located at 502 S. Lierman, Urbana, IL 61802 agree as follows:

**Exclusive Agreement**

CTEL provides a broad scope of services to corrections customers, including inmate communication and related technologies and services, as further defined and described herein. Customer agrees to exclusively permit CTEL to install the products and services described herein (hereinafter referred to as the "Offering"). CTEL shall be the exclusive provider of the Offering, including all associated hardware and software within all pre-existing and future jail and / or detention facilities, unless otherwise required by law. CTEL shall also be the exclusive provider of all related existing and future inmate communications and personal inmate communication devices which include, but are not limited to, voice, data and video communication, unless otherwise required by law. Communications and communication devices include, but are not limited to, phone calls, messaging applications, email, and video. CTEL and Customer agree that no other type of inmate personal communication devices will be installed in the jail / detention facility for inmate use without written agreement between both parties, unless otherwise required by law.

**Interface Requirements**

CTEL products and services require an interface with Customer's software that stores inmate data (commonly called JMS). The required inmate data varies based on the products and services being installed. In order to implement services included with this Agreement, CTEL requires one of the following options:

Customer or Customer's JMS provider must complete a cost-free interface written to CTEL specifications developed, tested, configured, and completely functional 7 days prior to CTEL turning on any products or services requiring inmate data.

Customer must provide a cost-free, direct connection to Customer's system's database to pull the required inmate data. CTEL can install program to extract the required data, on a server on the same network where Customer's data is stored for the life of the Agreement. The installation of this program would require assistance by a person familiar with the network and server. The installation of this program requires remote access by CTEL. The program and installation are provided free of charge to Customer for the life of the Agreement. CTEL and Customer will discuss method no later than 30 days prior to implementation and complete it 7 days prior to the installation of CTEL services.

**Liability:**

CTEL will have no liability for damage to Customer's premises from the installation, use or removal of the Offering or associated equipment unless such damage is the direct result of negligence of CTEL agents or employees. Customer agrees that all recordings required to be obtained and stored as part of providing services under this Agreement are property of the Customer. Customer further agrees that CTEL will have no liability for the content of recordings stored on behalf of the Customer. In no event shall CTEL's aggregate liability to Customer under this Agreement exceed the amount paid to CTEL under this Agreement.



**Indemnification:**

CTEL hereby agrees to indemnify and hold harmless the Customer from any and all claims arising after the Commencement Date by reason of allegations of excessive charges in violation of any state or federal statute or regulatory ruling.

CTEL shall indemnify the County, agents, servants, employees and all elected officials of the County, and shall defend, save and hold the indemnities harmless from and against any claim, suit, legal proceedings, judgement, decree, loss, cost, damage or expense (including, but not limited to, reasonable attorney's and other costs and expenses incident to the investigation or the defense of any claim, suit or legal proceeding) arising from or growing out of the injury to or death of any person or the damage to any property (including, but not limited to, property of CTCL) due to or resulting from or related to, the Offering and performance of the work by CTCL, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be responsible or liable, except to the extent caused by the sole negligence of the County, its elected officials, officers, employees and agents. The obligations of CTCL described in this paragraph shall be construed broadly in favor of indemnities and shall not be construed to negate, abridge or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the County or any of their consultants, agents, or employees by any employee of CTCL, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for CTCL or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

In the event that future legislation or administrative regulation materially alters the charges which may be made by CTCL, CTCL agrees to abide by any such statute or ruling and bring their conduct of charges into compliance with said authority. In the event that any future legislation or administrative regulation materially alters the terms of this Agreement, then this Agreement shall, at the option of either party, be subject to re-negotiation between the parties. Customer agrees to indemnify and hold harmless CTCL from any and all claims arising after the Commencement Date arising from any illegal or unauthorized access granted by Customer to the Offering and/or any illegal or unauthorized use or disclosure of the recordings and other information contained in any parts of the Offering by Customer's employees, staff members and any other persons granted access to the Offering by Customer.

**Taxes, Regulatory & Network Fees:**

Taxes, regulatory and service fees are deducted at the point of sale; network connection costs are deducted from the total talk time usage.

**Regulatory Changes:**

In the event that new and/or revised government regulations prevent CTCL from providing commission or services to the Customer, CTCL will have the right to renegotiate this Agreement with the Customer. CTCL reserves the right to change rates, commission, financial compensation & fees upon thirty days' written notice to Customer if such changes arise from any of the following: any (a) rule, regulation, or other action by any government or regulatory entity resulting in increased costs to CTCL (b) change in taxes, (c) a change in other communication rates within facility.

In the event that new and/or revised rule, regulation, or other action by any government or regulatory entity arises, Customer may request that rates may be amended to a non-commission option during the term of agreement. If requested by Customer, CTCL and Customer will negotiate in good faith regarding reduction to rates if Customer agrees to no longer receive commission or other financial compensation.





CTEL can accommodate if the Customer requests to transition to a model where services are paid for by the Customer or taxpayer funded.

In the event that any of the aforementioned changes occur and renegotiation of the contract is necessary, the existing term of the contract will remain in force for the entire term of this contract, unless otherwise agreed to in writing between the parties.

**Uncontrollable Circumstances:**

CTEL and Customer reserve the right to renegotiate this Agreement if circumstances arise outside our control related to acts of God, rate changes, regulations, operations mandated by law, reduction in inmate population or capacity, material changes in jail policy or economic conditions.

**Service, Maintenance & Repair Agreement:**

All service and maintenance of the Offering will be the sole responsibility of CTCL. CTCL may remove or replace the Offering or associated equipment from any given location when damage to the system or associated equipment, whether by vandalism or otherwise, warrants removal. CTCL, with the consent of Customer, may adjust the number quantity of the various equipment units at the premise when, in CTCL's judgment, the revenue generated by the existing equipment warrants such adjustments.

**Service Level Agreement**

Response time:

An individual phone outage:	24 hours
Section of the building outage:	4 hours
Complete system wide outage:	2 hours

A routine service failure with no impact on the administrative functions of the system such as an individual phone outage, repair time is 24 hours.

**Agreement Term:**

This Agreement will remain in force and effective for thirty-six ( 36 ) months from the Commencement Date. Customer shall have the right to exercise two (2) one year options on the same terms and conditions of this Agreement. Unless written notice is delivered to either party at least ninety (90) days prior to the expiration of the initial term or the exercise of the one year option granted in this Agreement shall be renewed on the same terms and conditions as set forth herein.

**Termination:**

CTCL may terminate this Agreement by providing one hundred sixty (160) days written notification. Customer reserves the right to terminate this contract, or any part of this contract, upon sixty (60) days written notice. In case of such termination, CTCL shall be entitled to receive payment from Customer for work completed to the termination date in accordance with the terms and conditions of this Agreement. In the event that this Agreement is terminated due to CTCL's default, Customer shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

Either party may terminate this Agreement in the event that the other party materially fails to perform its obligations under this Agreement and said material failure continues for a period of thirty (30) days after written notice to the defaulting party of said failure is received by the defaulting party. 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 all equipment,



including but not limited to all wall mounted equipment and all associated equipment. CTETL agrees to remove the equipment within thirty (30) days after termination of this Agreement.

**CTETL Equipment:**

The Offering and all associated equipment installed under this Agreement shall remain the sole and exclusive property of CTETL. Customer will promptly report to CTETL misuse, destruction, or vandalism of all systems and associated equipment related to the Offering. Customer will not use the Offering for Customer's business purposes nor list or advertise in any manner the telephone numbers of the Offering without the prior written consent of CTETL, which consent will not be unreasonably withheld.

CTETL will provide, install, and maintain the educational and entertainment solution, associated operational hardware, charging stations and transport containers (a tub and/or cart for the tablets). Additionally, CTETL will provide ongoing service, support, and maintenance of the tablet platform. CTETL will review tablet usage ninety (90) days after installation and determine if the initial number of tablets should be increased based on usage. If CTETL determines additional tablets are required, CTETL reserves the right to determine the number of additional tablets and will provide those at no cost to the County. The Customer too may request additional tablets. The Customer has the right to implement the tablets to the inmates as the facility deems necessary.

CTETL will retain ownership of all tablets and associated hardware and software. CTETL shall have the discretion to select brand, type, and other specifications of the tablets, including the specific services and applications available on the tablet and may replace, upgrade, or substitute the tablets any time during the agreement.

Customer will provide a secure area for the tub or charger and charge tablet devices, as well as electric (AC) to charge devices, at no charge to CTETL. Additionally, Customer will provide the labor to check the tablet devices in/out and keep the tablet devices charged. Customer shall exercise reasonable care to prevent damage or destruction of tablets. Customer shall notify CTETL of any misuse, destruction, damage, loss, or vandalism to the tablets as soon as practicable. Customer or its agents shall not (a) alter, modify, repair, enhance or modify the tablets or any software thereon (b) connect the tablets to any software or products not provided and approved by CTETL, or (c) allow any third party to do any of the above.

**Customer Access to Equipment and Reports:**

CTETL will provide Customer with password protected access to the various components of the Offering, allowing Customer's staff to monitor and record calls and run call detail reports, among other functionalities. Customer agrees to limit access to the Offering to only those staff members and employees of Customer having a legitimate need for access, and CTETL shall not be responsible for the actions of Customer's staff members and employees having access to the Offering. Call detail reports will be stored off site at a secure CTETL location. CTETL technicians will train Customer's authorized staff on the usage of the system.

**Resolution of Disputes:**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in Champaign County or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in commercial contracts and disputes and shall include a written record of the arbitration hearing. Actions commenced within any public court system shall be limited to seeking an award of arbitration which may only be confirmed in an Illinois court of competent jurisdiction, if necessary.





**KIOSK and Miscellaneous Devices:**

Customer agrees to exclusively permit CTETL to install a KIOSK for the purpose of selling prepaid talk time minutes, any other inmate communication services, and any other products that CTETL may offer to the inmate or friends and family. The KIOSK will be agreed upon by the Customer and CTETL and remain operable and on site throughout the term of the Agreement. CTETL technicians will service, stock and maintain the machine(s).

CTETL will provide each inmate in the general population of the facility with up to two (2) phone calls per day, up to twenty minutes in length each, at no charge. Any calls made after the free call usage shall be at \$.05 per minute. CTETL will provide one or more communication devices located in the intake area (also known as the 'book-in area' or 'booking area') of the facility sufficient to allow each new intake (persons newly arriving at the facility in police custody) to make up to three (3) phone calls, up to five minutes in length each, at no charge, within the first three hours of arrival at the Champaign County Jail, consistent with each person's rights under law (see 725 ILCS 5/103-3.5).

CTETL will provide at least one communications device in the lobby of the facility that will permit free 5-minute calls to anywhere in the area codes of 217 & 447.

CTETL will provide at least five non-recorded communications devices ("attorney phones"), one in each "pod" of the Champaign County Jail, to allow only incoming calls from attorneys to inmates. These calls will be free of charges and fees. Additional devices will be provided by CTETL when the new construction is complete.

CTETL's Offering will include incorporation of all legally required warnings, notices, and signs related to inmate communications, and CTETL and Customer will work together to identify, implement, and comply with all such legal requirements.

No commissions will be paid to facility in this Agreement.

All references to "facility", "detention facility", and/or "jail" in this Agreement in this section or otherwise refer only to the Champaign County Jail located at 502 S. Lierman, Urbana, IL 61802, and not to any other facility, detention facility, or jail outside of Champaign County.

**ITS Rate & Commission:**

CTETL will charge telephone rates as follows:

Feature	Rate	Commission
Prepaid calling with the US	\$0.05/minute	<u>0</u> % all prepaid ITS talk time
Prepaid International Calling	Rates will vary by country called.  A list of counties and costs will be supplied to customer	<u>0</u> % all prepaid ITS talk time

Customer should initial one of the following options regarding this technology:

  X   Option 1: Customer agrees to utilize ITS.

       Option 2: Customer is not interested in utilizing ITS.



**Pin Debit Transfers:**

Customer may ask CTETL to interface with Customer's commissary services provider for the purpose of allowing phone time Pin Debit transfers from an inmate's commissary trust account into an inmate's prepaid phone time account with CTETL. As such, deposits will be made into the commissary trust account for the benefit of inmates and collected by and held by Customer. At the time an inmate initiates a transfer to Vendor to purchase prepaid phone time, CTETL's system will recognize the prepaid purchase, but Customer will continue to hold the cash deposit. At the end of each month, CTETL will invoice the Customer for the total amount of inmate-initiated transfers from the commissary trust account to purchase phone time.

Customer agrees that payment terms for this invoice will be "due upon receipt" and will be paid to CTETL directly from the commissary trust fund. Additionally, at the request of CTETL, Customer agrees to work with CTETL to establish a direct ACH transfer to transfer money from the commissary trust account to CTETL for the total amount of commissary pin debit transfers. In the event that an invoice remains unpaid for greater than thirty (30) days, CTETL, in its sole discretion, may withhold payment of any commissions or other payments due to Customer until the past due invoice has been paid. Customer explicitly agrees that the non-payment by CTETL of commissions or other payments due to past due invoices does not constitute a breach by CTETL of this Agreement.

**CTEL View Rate & Commission:**

CTETL will provide, install, and maintain the CTETL View In-Pod Kiosk Solution that includes up to twenty-one (21) View Units, one (1) server and required bandwidth. The equipment will always remain the property of CTETL.

CTETL to also provide View In-Pod Kiosks for the newly constructed areas of the facility. To date that number is not known by CTETL.

**Video Visitation**

Feature	Rate	Commission
Onsite Video Visitation	n/a	n/a
Remote Video Visitation	\$0.20/min	0%
All Remote Video Visitation If Facility allows Inmate Initiated Video visits.	\$.10/min	0%

There will be no charges or fees associated with onsite video visitation.

Customer should initial one of the following options regarding Video Visitation:

  X   Option 1: Customer agrees to utilize Remote Video Visitation along with Onsite Video Visitation.

       Option 2: Customer is not interested in utilizing Video Visitation.

**Email**

Feature	Rate	Commission
Email	\$0.20	0%





Customer should initial one of the following options regarding this technology:

☒ Option 1: Customer agrees to utilize Email.

☐ Option 2: Customer is not interested in utilizing Email.

#### **CTEL Responsibilities**

CTEL will provide and install the View units and associated operational hardware, provide ongoing service, support and maintenance throughout the term of the Agreement.

#### **Customer Responsibilities:**

It is the Customer's responsibility to stop, block, or reprimand behavior for videos, emails, email attachments, or any other communication passed on the View System that is considered to be inappropriate by the Customer.

#### **Remote Video Visitation Storage**

CTEL will store remote video visits for a minimum of ninety (90) days. CTET will comply with any legal requests to store remove video visits for longer than ninety (90) days pursuant to a demand for preservation, subpoena, court order, or other lawful process, provided Customer relays any such request to CTET in a timely manner.

#### **Fast Case Law Library**

CTEL will provide the Customer access to Fast Case Law Library Service (Service).

☒ Option 1: Customer wishes to utilize this Fast Case on ☒ CTET-View and/or ☒ AxxS Tablets

☐ Option 2: Customer is not interested in utilizing this Fast Case.

#### **Inmate Messaging System**

##### **Chirping Rates, Funding & Labor Reimbursement:**

Chirping rates include - one dollar (\$1.00) per month per chirping device and assigned chirping phone number.

Feature	Rate	Labor Reimbursement
Chirping rates	\$0.10/chirp	\$0.0 completed chirp

#### **AxxS Tablet Rates & Commission**

CTEL will provide, install, and maintain an inmate tablet solution at 1:1 ratio.

Feature	Rate	Commission
AxxS Tablet Solution Non-online reading material & courses, entertainment, etc	\$0.05/minute	<u>0</u> % all tablet revenue*
AxxS Tablet Premium Feature	See current calling rates + \$0.08/minute tablet rate	See ITS commission + <u>0</u> % all tablet revenue*

\*such commission is net of licensing and network costs, excludes applicable taxes/fees/surcharges and free content usage.



There will be no charge or fees associated with accessing the Inmate Handbook, Law Library, filing grievances, or ordering commissary on the tablet device.

☒ Option 1: Customer agrees to utilize AxxS Tablets.

☐ Option 2: Customer agrees to utilize AxxS Tablets + AxxS Tablet Premium Feature.

☐ Option 3: Customer is not interested in utilizing AxxS Tablets.

#### **Disclaimer of Warranties**

The tablets are provided "AS IS" without warrant of any kind. Customer understands that all information used and obtained in connection with the tablet applications is provided "AS IS". Customer acknowledges that content is subject to availability and is subject to change at CTETL's discretion.

CTEL does not warrant or guarantee the correctness, completeness, legality, merchantability, or fitness for a particular purpose of the selected content. CTETL does not warrant that tablet services will meet all Customer requirements or be error free. For issues or defects such as common "bugs" or similar problems, along with feature requests, a case is created and sent to CTETL's development team. The case is placed on a list for CTETL's programmers who deploy fixes and upgrades based on priority.

Although CTETL makes its best effort to secure all AxxS tablets by utilizing device, application and network level security, it does not warrant or guarantee network access security will be maintained in locations that utilize unsecure wireless networks or broadcast open SSID's as part of the customer's owned, preexisting, or future network infrastructure as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot).

Additionally, CTETL advises the customer that all such networks be secured through encrypted authentication for all internal wireless networks that reside within the customer's facility prior to installation of any AxxS tablets.

The customer is solely responsible for maintaining network security for owned, preexisting, or future wireless networks as well as facility staff personal communication devices capable of broadcasting an unsecure SSID (hotspot). Any open wireless network breach, whether it is maintained or not by the customer, on an AxxS tablet cannot be used to claim a material breach of the entire or any part of the current CTETL services agreement(s) as it resides outside of CTETL's direct control and CTETL's internally maintained network infrastructure required to provide services.

#### **Additional Investigative Tools:**

CTETL can provide the Customer with additional investigative tools that can be added to the ITS solution.

##### **1. Voice Print Speaker Identification Program (CTETL-ITB):**

Customer agrees to utilize the Voice Print Speaker Identification Program. This program determines voice print PIN sharing events.

##### **2. Transcribe ALL (TALL) Program:**

In addition to utilizing the Voice Print Speaker Identification Program (CTETL- ITB), Customer agrees to utilize the Transcribe all (TALL) portion of the program. The TALL program transcribes and translates into English; all calls are indexed for keyword search.





There is no cost to Customer for the use of these investigative tools.

Customer should initial one of the following options regarding the additional investigative tools:

☒ Option 1: Customer agrees to utilize the Voice Print Speaker Identification (CTEL-ITB) & Transcribe ALL (TALL) programs.

☐ Option 2: Customer is not interested in utilizing any additional investigative tools.

#### **Automated Public Information System (APIS)**

Customer understands that CTEL will need information from the JMS. This information includes inmate data, which is permanent ID number, full name, date of birth, and location in the facility. Also, bond and charge information for each inmate. This will be provided free of charge from the JMS to CTEL using CTEL's web services set of API's. Documentation for the API's will be provided by CTEL to the JMS company upon execution of this agreement. It is the responsibility of the JMS company to work with CTEL free of charge to provide CTEL all data required for the system to work. The Customer will be required to approve and sign the APIS script before the APIS can be implemented. The CTEL Automated Public Information System (APIS) can be provided to the Customer free of charge.

Customer should initial one of the following options regarding this technology:

☒ Option 1: Customer would like to utilize CTEL's APIS program.

☐ Option 2: Customer is not interested in using CTEL's APIS program.

#### **TextBehind**

CTEL will provide the Customer with TextBehind offsite document scanning (Service).

Customer should initial one of the following options regarding this technology:

☒ Option 1: Customer agrees to utilize TextBehind offsite document scanning.

☐ Option 2: Customer is not interested in utilizing TextBehind offsite document scanning.

There is no cost to the Customer for the use of this Service.

#### **CTEL Responsibilities:**

1. All physical inmate mail will be processed by our vendor and made available for review by correctional facility staff before being accessible to inmate on CTEL provided hardware solutions.
2. CTEL will be responsible for installation, maintenance, support and supplies related to the scanning service.
3. CTEL will provide facility administrative access to the web-based mail management portal for approval, redaction or rejection of inbound physical mail scans or digitally composed mail.
4. CTEL will provide initial training on the system's web-based mail management portal.
5. Investigative tools, including word and phrase search, will be provided for digitally composed mail via administrative access.



6. Digital scans of physical mail will be available via the web portal within 24 hours of receipt and will be archived for the length of the Inmate Telecommunications General Service Agreement or seven (7) years, whichever is sooner.
7. Physical mail will be retained for thirty (30) days, at which time it will be shredded and recycled in a secure manner. CTETL will comply with any legal requests to retain physical mail for longer than thirty (30) days pursuant to a demand for preservation, subpoena, court order, or other lawful process, provided Customer relays any such request to CTETL in a timely manner.
8. CTETL will provide document service education materials to facility for distribution to inmate, friends and family.

**Customer Responsibilities:**

9. Customer shall relay to public the new mail reception address (local P.O. Box) for the facility. This address will be provided to the customer by CTETL.
10. It is the responsibility of the Customer to determine which facility personnel should have user access to the mail management software. In addition, Customer will dictate which access rights that should be assigned to individual users.
11. It shall be the sole responsibility of the Customer's mailroom staff to stop, block, or reprimand behavior for mail, emails, email attachments, or any other communication passed on the system that is considered to be inappropriate by the Customer. Under no circumstance will CTETL be responsible for the content passed through the system.
12. Customer will continue to handle all legal mail until this upcoming technology is available via CTETL's mail scanning vendor.

**Inmate Data**

Champaign County owns any inmate data collected under this Agreement including, but not limited to, inmate communications recorded on CTETL equipment installed in the Champaign County jail facility. Unless otherwise directed by Champaign County, CTETL will store, preserve and maintain a copy of the Inmate Data throughout the duration of this Agreement and for up to five (5) years after expiration or termination of this Agreement. Upon request of Champaign County, CTETL will provide access to the Inmate Data in a useable format agreeable to Champaign County.

1. CTETL software for use in its equipment and Champaign County data will be hosted on shared hardware in a data center or in a third-party data center. In either event, databases containing Champaign County data will be dedicated to Champaign County and inaccessible to CTETL's other customers. The data will not be sold to third-party vendors.
2. CTETL's data centers have fully redundant telecommunications access, electrical power, and the required hardware to provide access to the Data in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the Services. In that event, CTETL commits to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of Champaign County's hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which Champaign County's access to the Data must be restored.





3. CTEL conducts annual penetration testing of either the production network and/or web application to be performed. CTEL will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. CTEL will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. CTEL will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at Champaign County's written request. Champaign County may not attempt to bypass or subvert security restrictions in the data center or environments related to the services provided under this Agreement. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

**Certificates must evidence the following minimum coverages:**

1. WORKERS' COMPENSATION insurance meeting the statutory requirements of the State of Illinois.
2. EMPLOYERS' LIABILITY insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee
3. COMMERCIAL GENERAL LIABILITY insurance providing limits of liability in the following amounts:

General Aggregate:	\$3,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$2,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). Champaign County and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL using ISO endorsement CG 20 10. The Additional Insured endorsement CG 20 10, or its equivalent, must be provided with the certificate of insurance.

Policies are to contain the following provisions:

The Champaign County Sheriff and Champaign County, its officials and employees are to be covered as insured's as respects: liability arising out of activities performed by or on the behalf of the vendor; products and completed operations of the vendor, or all automobiles utilized by the vendor. The coverage shall contain no special limitations on the scope or protection afforded to Champaign County, its officials or employees.

The Champaign County Sheriff and the vendor's insurance coverage shall be primary insurance as respects Champaign County, its officials and employees. Any insurance issued to Champaign County, its officials or employees shall be in excess of that vendor's insurance and shall not contribute with it.

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Champaign County, its officials or employees.



The vendors insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**Authority to Represent:**

Each party to this Agreement warrants and represents that it has the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the Offering. Furthermore, by signing this document Customer confirms to CTEL that the detention facility described herein is not under any contract or agreement with any other inmate telephone provider, or alternative provider of any components of the Offering contemplated herein. The person signing this Agreement on behalf of Customer has the authority and hereby directs CTEL to install the Offering and all associated equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

**Assignment & Subcontractors:**

No party may delegate, transfer, or assign its rights and obligations under this Agreement without the written consent of the other party to this Agreement. No subcontractors shall be used.

**Successors:**

The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

**Governing Law and Venue:**

All State of Illinois and/or Federal Laws shall be hereby specifically made a part of this Agreement as set forth herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be in Champaign County, Illinois.

**Equal Opportunity:**

CTEL shall comply with the Equal Opportunity, Affirmative Action, and Fair Employment Practices regulations of the State of Illinois and federal government.

**Drug Free Workplace:**

CTEL agrees to provide a drug free workplace consistent with the Illinois Drug Free Workplace Act.

**Force Majeure:**

Customer shall not hold CTEL liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e. droughts, floods, severe weather, etc.

**Notice:**

Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent.





To the County: Champaign County Jail, 204 E. Main St., Urbana, IL 61801

To CTEL: Consolidated Telecom, Inc., 8113 Ridgepoint Drive Suite 205, Irving, TX 75063

**Incorporation of Request for Proposals/Entire Agreement:**

Request for Proposal Number 2023-006, and all amendments thereto and specifications included therein, and the Proposal submitted and interview responses by CTEL in response thereto, are incorporated and made a part of this Agreement by this reference, except that in the event of a conflict between such documents and the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto, except as expressly incorporated herein, and may only be amended by written agreement of both parties.

**Severability:**

If any provision of this Agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.

**Waiver:**

The failure of CTEL or Customer to exercise any right or remedy available under this Agreement, or the failure of CTEL or Customer to demand the prompt performance of any obligation under this Agreement, shall not be deemed a waiver of such right or remedy, and shall not be deemed a waiver of the requirement of punctual performance.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 15 day of February, 2024 (the "Commencement Date"<sup>1</sup>).

Any and all previous contracts and agreements entered into between these parties are null and void.



Champaign County, through the  
Champaign County Sheriff  
in his official capacity

Consolidated Telecom, Inc.

Signature: Dustin D. Heuerman

Signature: Jerome Jacobs

Print Name: Dustin D. Heuerman

Print Name: Jerome Jacobs

Print Title: Sheriff

Print Title: Vice President

Date: 01/09/2024

Date: 1/9/2024