

IN THE COUNTY COMMISSION OF WOOD COUNTY, WEST VIRGINIA

IN RE: MINUTES OF MEETING HELD  
MONDAY, DECEMBER 21, 1992

PRESENT: PRESIDENT STEVEN A. GRIMM  
COMMISSIONER HOLMES R. SHAVER  
COMMISSIONER JEAN GRAPES

On this date, the County Commission met in regular session. They signed purchase orders, invoices and other correspondence.

At 9:45 A.M., Jerry Haverson was sworn in the Wood County Development Authority.

At 10:00 A.M., the County Commission met with Mark Rhodes to discuss prescription costs for inmates. The County Commission requested Mr. Rhodes to check prescription medical costs on a three-month basis from Super-X. Mr. Rhodes also discussed a Telephone Location Agreement with Pay-Tel of America, Inc. The County Commission advised Mr. Rhodes to discuss this with Sheriff-Elect, Ken Merritt and then return to the Commission with their recommendations. Said Agreement is attached to these minutes.

On this date, the County Commission approved a Personal Property Improper for Dons Custodial Service and Way Carpet Cleaning Company.

On this date, the County Commission put Roger C. Smith in nomination for the Wood County Parks and Recreation Commission (Mountwood Park). An Order was prepared regarding this matter.

On this date, the County Commission, upon a motion made by Jean Grapes, seconded by Steven A. Grimm and made unanimous by Holmes R. Shaver, reappointed Oral Ball, Graham Lamp, Charlie Cline and Paul Reese to the Wood County Parks and Recreation Commission (Mountwood Park). Their terms of office will expire on December 16, 1995. An Order was prepared regarding this matter.

On this date, the County Commission was in receipt of a check in the amount of \$7,605.73 from the State of West Virginia which represents

reimbursement to Wood County for expenses incurred during the month of August, 1992 in regard to the Drug-Free Communities Grant No. DFC-90-104 which was administered by Judith Sutton of Mountain State College. Said Request was in the amount of \$8,125.73; however, the check received was in the amount of \$7,605.73 since unallowable expenses were deducted. Receipt of said check finalized said Grant. An Order was prepared regarding this matter.

On this date, the County Commission was in receipt of a check in the amount of \$1,903.63 from the State of West Virginia which represents reimbursement to Wood County for expenses incurred during the month of September, 1992 in regard to the Drug Control and System Improvement Grant No. 92-DC-061. An Order was prepared regarding this matter.

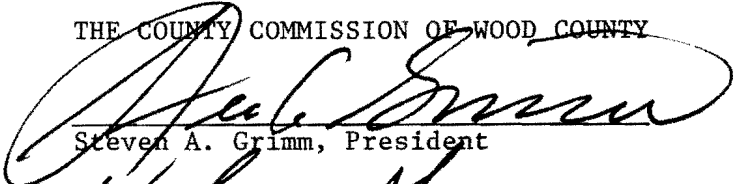
On this date, the County Commission was in receipt of the Approval of the Request for Revision to Approved Budget from the Department of Tax and Revenue, Charleston, WV, in regard to Revision No. 9 in the General County Fund budget for the fiscal year 1992/1993. An Order was prepared regarding this matter.

On this date, the County Commission was in receipt of the Approval of the Request for Revision to Approved Budget from the Department of Tax and Revenue, Charleston, WV, in regard to Revision No. 10 in the General County Fund budget for the fiscal year 1992/1993. An Order was prepared regarding this matter.

Having no scheduled appointments or further business to attend to, the County Commission adjourned at 4:00 P.M.

Approved:

THE COUNTY COMMISSION OF WOOD COUNTY

  
Steven A. Grimm, President

  
Holmes R. Shaver, Commissioner

  
Jean Grapes, Commissioner

## PURCHASE ORDERS SIGNED ON DECEMBER 21, 1992

No. 16680	Buckeye Sports Supply	\$ 169.75
16852	Overhead Door Company	3500.00
16857	Printing Services	517.60
16899	Broadwaters Motorcar	5.94
16900	Universal Supply	58.40
16901	Dernberger's Ford Tractor	4.59
16904	T&H Hardware, Inc.	5.64
16905	Parkersburg Office Supply	23.52
16908	Universal Supply	158.60
16909	Sherwin-Williams	177.00
16913	Schwaab, Inc.	69.25
16914	Parkersburg Office Supply	8.30
16917	Broadwaters Motorcar	15.48
16918	Broadwaters Motorcar	65.32
16919	Commercial Office Equipment	40.00
16920	NCR	410.95
16921	Dils Ford	46.40
16923	Parkersburg Office Supply	19.90
16924	Broadwaters Motorcar	17.00
16925	Broadwaters Motorcar	8.35
16928	Broadwaters Motorcar	42.30
16929	PAMS	77.56
16930	T&H Hardware, Inc.	3.54
16931	Great American Floor Care Center	23.90
16932	T&H Hardware, Inc.	4.99
16933	Lowe's Home Centers	71.84

# PAY-TEL OF AMERICA, INC.

2020 Timberbrooke Drive  
Springfield, Illinois 62702  
(217) 787-2800  
(800) 729-1650

May 21, 1992

Sgt. Mark Rhodes  
Wood County Jail  
300 Second Street  
Parkersburg, WV 26101

Sgt. Rhodes:

In a recent conversation between you and myself, the Wood County Jail communication needs were discussed. It was decided that a bid proposal for the installation of pay phones on the existing Wood County Jail premises should be submitted by Pay-Tel of America, Inc.

## I. FEATURES

The system PTA proposes to install would contain the following features:

- a. Advanced, self-collecting and connecting Intellicall phone system;
- b. All wiring, phone jacks, extension cords, conduit and any other features necessary for proper installation;
- c. Computer polling device diagnosis problems and alerts our technicians making calling in for service virtually unnecessary;
- d. Allows or denies incoming calls;
- e. "Gorilla Type" handset cord with double steel wrapped lanyard withstands 900 p.s.i. of pull;
- f. Heavy duty molded lexan with no removable parts;
- g. Manual cut-off switches are provided to enable staff to regulate usage;
- h. Secure housing-illegal entry alarm signals networking computer when phone is being abused or vandalized;
- i. Automatic call out for immediate identification of service needs;

- j. Call blocking automatically blocks all 800+, 900+, and 911 calls and blocks additional numbers chosen by you. These numbers can be changed at any time.

## II. SERVICES

PTA proposes to provide the following services:

- a. Guaranteed 24 hour service;
- b. Professionally trained technicians;
- c. Fast, efficient computerized call routing allowing rates to closely approximate AT&T collect call rates;
- d. Itemized monthly statement reporting on calling information (where to, from which phone, etc.);
- e. Computer system allowing emergency access to numbers called prior to receipt of the itemized statement;
- f. PTA's Intellicall phone system increases your facility's profits in two ways:
  - \* Provides higher gross revenues through selective, cost effective call routing and the use of an automated billing and connection system;
  - \* Pays a much higher percentage of gross revenue than the competition;
- g. PTA covers all costs which include: installation costs, line charges, and phone service and servicing.

## III. COMMISSIONS

PTA will pay Wood County Jail a monthly commission of 25% of the gross receipts. This is made up of local, and Interlata calls-calls outside the local phone area, and Intralata calls-calls outside the local phone area, and Intralata calls-calls inside the local phone area.

PTA will send all commissions to whatever fund the facility designates. Commissions are paid each month.

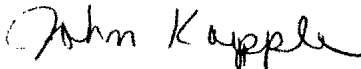
IV. SPECIAL PROVISIONS

Wherever necessary PTA will make adjustments to any contract to fulfill any legal obligations the facility is subject to.

Sgt. Rhodes, our pricing mirrors the local phone company on local and intralata, and we charge AT&T daytime rates on all interlata traffic. However, we have the capabilities to be even lower than AT&T if that is an issue. We are currently members of the Independent Coin Payphone Association headquartered in Chicago.

We have been in the private pay telephone business for six (6) years. Pay-Tel of America was formed in the spring of 1989 to install private pay telephones strictly in the correctional and institutional markets. We are now operating in jails in thirteen (13) states. Please call me if you have any questions.

Submitted By,



John Kapple  
Sales Executive  
2020 Timberbrooke  
Springfield, IL 62702  
800/729-1650

## TELEPHONE LOCATION AGREEMENT

This agreement between The Wood County Jail, located at the following address 300 Second Street, Parkersburg, WV 26101 ("Participant") and Pay-Tel of America, Inc., ("Vendor"), establishes the right of the Vendor to place coin operated telephones at the following address, Wood County Jail, 300 Second Street, Parkersburg, WV 26101

In consideration of royalty payment of 25% of the gross revenue collected by Vendor from the telephones while at Participant's business premises.

Participant does hereby grant to the Vendor the sole and exclusive right to place and maintain in the aforementioned property. Vendor shall have this exclusive right during the term of this agreement. The initial term of this agreement shall be a period of Thirty-Six (36) Months, commencing on \_\_\_\_\_, and ending on \_\_\_\_\_. Unless Participant gives written notice to vendor at 2020 Timberbrooke, Springfield, IL. 62702 at least ninety (90) days prior to the date upon which the initial term of the agreement shall automatically renew for a period of Thirty-Six (36) Months. Vendor shall continue to provide service until the date set forth in the notice.

During the term of this agreement, Participant agrees that Vendor will have the exclusive right to place on, in or attached to Participant's property and Participant will not allow any other NCOT's to be installed unless supplied by Vendor.

Vendor agrees to (a) supply the premises with an system, (b) service the equipment and keep same in repair at its own expense during the term of this agreement, (c) pay line charges imposed by any long distance or other operating telephone company with respect to the telephones, (d) pay the Participant the royalty outlined above as compensation for the space provided.

Telephone Location Agreement  
page two

Participant agrees (a) to provide adequate space for the telephone system which is easily accessible to the residents, (b) not to allow to be installed or to use any other system, (c) that any sale or transfer of the business or property shall be subject to all terms and conditions of this agreement upon the new Participants assuming the obligation thereof, (d) to insure and protect Vendor against any damage claims caused by Participant's negligence or other acts.

Participant further agrees to release to Vendor all rights and privileges in connection with inmate pay phone management at the aforementioned address, which shall include, but not be limited to, (a) the removal and or installation of operating telephone company equipment, (b) information about all line charges and other information in connection with phone business conducted with any long distance or other operating company, (c) any other activities with regard to complete management and operation of the NCOT's located at the above address. Participant does hereby appoint Vendor to act as attorney, in fact, to sign all papers and documents necessary to secure information relating to the collections and revenue from previous NCOT operations.

It is further agreed (a) that this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, (b) this agreement remains the entire contract between the parties hereto and its terms may not be modified in any respect whatsoever unless in writing and signed by the parties hereto, (c) all equipment, fixtures, and supplies furnished by Vendor shall remain Vendor's property, (d) Vendor shall have the right to assign its rights, obligations and interests under this agreement to any other party.



Telephone Location Agreement  
page three

Vendor further agrees to indemnify and save harmless Participant and assigns against any and all liability, loss, damages, costs or expenses which Vendor may hereafter incur, suffer or be required to pay by reason of the performance, non-performance, observance or non-observance of any obligations or responsibilities of Vendor by reason of the terms and conditions of this agreement or relationship of the parties.

PARTICIPANT  
Wood County Jail

VENDOR  
Pay-Tel of America, Inc.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# PAY-TEL OF AMERICA, INC.

2020 Timberbrooke Drive  
Springfield, Illinois 62702  
(217) 787-2800  
(800) 729-1650

To Whom It May Concern:

The purpose of this letter is to advise you that we have entered into a contractual agreement with Pay-Tel of America, Inc. (PTA), a public telephone management and consulting firm, to act as our communications representative for all negotiations with any person or company including the local exchange carrier (LEC) for public telecommunications services.

By this letter we grant PTA the authority to act on our behalf for service requests, to obtain revenue and usage local, intralata, interlata, operator assistance, credit card and any other telecommunications service(s) on any public telephone(s) including but not limited to the following location(s).

LOCATION ADDRESS(ES)

\_\_\_\_\_

\_\_\_\_\_

PUBLIC TELEPHONE NUMBER(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

We also grant PTA the authority to receive on their own behalf any and all commission revenue that they negotiate with any person or company including the LEC. Said commission revenue shall include local, intralata, interlata, operator assistance and credit card services for the public telephone(s) at including but not limited to, the effect until cancelled by PTA and us in writing.

All coordination and correspondence should be directed to PTA. If you have any questions or concerns please contact PTA directly at 217/787-2800. Thank you for your help and cooperation.

Sincerely,

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name \_\_\_\_\_ Title \_\_\_\_\_  
Company \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Business Phone (\_\_\_\_) \_\_\_\_\_