

PENDING APPROVAL

OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE WEDNESDAY, JUNE 30th, 2010 AGENDA

DEPARTMENT: SHERIFF

REQUESTED BY: Major John Waldenville x-1010

REQUISITION NO.: N/A

REQUISITION SHEET ATTACHED: YES N/A

NAME OF FUNDS: Sheriff Service Fee (REVENUE CONTRACT)

FUND NUMBERS: 1160.5100

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____ YES X NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: One.

AGENDA ITEM READS AS FOLLOWS: FY 2010-2011 Contract Renewal between the Sheriff's Office and Pinnacle Public Services LLC to provide Inmate Telephone Services for the Oklahoma County Detention Center.

APPROVED BY DA
(If Applicable)

APPROVED BY ENGINEER
(If Applicable)

APPROVED BY PURCHASING
(If Applicable)

[Signature]
ASSISTANT DISTRICT ATTORNEY

COUNTY ENGINEER

PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____ YES _____ N/A

COUNTY CLERK: Rc YES _____ N/A

Indicate any privacy-protected information that exists _____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: _____

APPROVED BY: _____

CHAIRMAN

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 6/22/2010

COUNTY DEPARTMENT MAKING REQUEST: Sheriff

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: FY 2010-2011 Contract Renewal between the Sheriff's Office and Pinnacle Public Services LLC to provide Inmate Telephone Services at the Oklahoma County Detention Center.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Joe White
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/22/10

REPLY BY DISTRICT ATTORNEY: Reviewed

6/22/2010
Need fee for board commission to county clerk to sign
Run across Bocci's

DAVID PRATER
DISTRICT ATTORNEY

RECEIVED

JUN 22 2010

CIVIL DIVISION
DISTRICT ATTORNEY

By: [Signature]
COUNTY CLERK

2010 JUN 22 P 2:50

STATE OF OKLAHOMA
RECORDED OR FILED
OKLAHOMA COUNTY

Addendum 1

The purpose of this addendum to the INMATE TELECOMMUNICATIONS LOCATION AGREEMENT between Pinnacle Public Services, LLC and Oklahoma County Sheriff's Office, Dated July 22nd, 2009 is to renew this agreement upon the same terms and conditions of the original agreement from July 1st, 2010 through June 30th, 2011.

Oklahoma County Jail

Pinnacle Public Services, LLC



SIGNATURE

JOHN WHETSEL

PRINT

SHERIFF

TITLE

06/21/10

DATE



SIGNATURE

Kevin O'Neil

PRINT

President

TITLE

6/17/10

DATE

PENDING APPROVAL

Date: June 30, 2010

Board of County Commissioners approved FY 2010-2011 Contract Renewal between the Oklahoma County Sheriff's Department and Pinnacle Public Services, LLC, to provide inmate telephone service for the Oklahoma County Detention Center.

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY, OKLAHOMA**

Ray Vaughn, Chairman

Willa Johnson, Vice Chairman

Brian Maughan, Member

ATTEST:

Carolynn Caudill, County Clerk

PENDING APPROVAL

REQUISITION SHEET MUST BE ATTACHED
(Applies when agenda item requires a specific payment)

COPY

OKLAHOMA COUNTY Board of County Commissioners

AGENDA ITEM REQUEST SHEET

For the: July 15, 2009 Agenda
(Day of Meeting) (Date and Year of Meeting)

DEPT.: Sheriff/Purchasing BY: Jane Gaston EXT. 1490
(Department Requesting this item) (Contact person for this Item) (Contact's extension)

NAME OF FUND: _____

AGENDA ITEM DESCRIPTION: Discussion and possible action to approve an Agreement between the Board of County Commissioners of Oklahoma County on behalf of the Sheriff's Department and Pinnacle Public Services, LLC, to provide Inmate Telephone Services. Agreement shall begin on July 8, 2009.

(ALL NECESSARY DOCUMENTATION MUST BE ATTACHED FOR APPROVAL)

APPROVED BY D.A.
(If Applicable)

Assistant District Attorney

APPROVED BY MIS
(If Applicable)

MIS Director

APPROVED BY PURCHASING
(If Applicable)

Jane Gaston
Purchasing Agent

APPROVED BY ENGINEER
(If Applicable)

County Engineer

Number of ORIGINAL DOCUMENTS you have attached: _____. **NOTE:** The County Clerk will keep one original and will return the remaining originals to you. If you provide only one original, the Board Secretaries will return one photocopy to you. However, if you have special circumstances that require the County Clerk to (check one): ____ keep more than one original; or ____ return all originals to you, please describe them for the County Clerk's consideration: _____

Special Instructions: _____

OK
CHIEF DEPUTY FOR
RAY VAUGHAN, CHAIR

PENDING APPROVAL

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made this 22nd day of July, 2009, by and between the Oklahoma County Sheriff's Office, ("County"), whose address is 201 North Shartel Avenue, Oklahoma City, Oklahoma, 73102, and Pinnacle Public Services, LLC ("Pinnacle"), whose address is 1108 S.E, 6th Street, Ontario, Oregon 97914.

WHEREAS, Pinnacle is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate telephone equipment and systems ("Equipment") and,

WHEREAS, County desires to utilize the service, expertise, and equipment of Pinnacle,

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Pinnacle and County hereby agree as follows:

- 1. Agreement.** County grants to Pinnacle the exclusive right and license to install, maintain, and derive revenue from the use of Pinnacle's equipment located at an incarceration facility commonly known as the Oklahoma County Detention Center ("Facility"), and whose physical address is 201 North Shartel Avenue, Oklahoma City, Oklahoma, 73102
- 2. Term.** This contract shall commence on July 22nd, 2009 and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2010.
The terms and conditions of this agreement shall continue as to any Pinnacle equipment installed at the request of County, after the commencement date and prior to the expiration date.
- 3. Renewal.** The County shall have the right to renew this contract for four (4) successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of the County.
In order for the contract to be continued, the contract shall be renewed on July 1st or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners.
- 4. Commissions.** In consideration for the right to install, maintain, and operate the equipment within the Oklahoma County Detention Center, Pinnacle agrees to pay County a monthly commission of fifty nine percent (59%) of the gross revenue generated as a result of collect calls and a monthly commission of fifty nine percent (59%) of the gross revenue generated as a result of pre-paid calls made

PENDING APPROVAL

through use of equipment. Pinnacle shall pay such commissions on all calls including Interlata, Interlata, Interstate, Intrastate, Local, and International calls. Commission on Inmate Pay Phones shall be 59% of gross revenue. Such commissions shall be paid by Pinnacle to the County by check on a monthly basis. Such payment shall be made no later than thirty (30) days following the month in which the revenues were generated from equipment. Said commissions checks will be made payable to the Oklahoma County Sheriff's Office and mailed to the attention of the "Finance Department" at the County's address set about above.

A twenty-five dollars (\$25.00) per day penalty shall be assessed to Pinnacle for each day past the thirty (30) day payment deadline. These penalties shall be payable upon receipt of an invoice from the County. Failure to pay the County's commission on a regular, monthly basis shall be grounds for the County to cancel, without penalty, this contract.

The County reserves the right to audit collection procedures and commission computations, and to terminate the contract if repeated inaccuracies in either procedures or computations are discovered.

A detailed statement with the following information shall be provided with each commission payment:

- a. Date of report and time period covered.
- b. Total billed revenue (Local, Intralata, and Interlata by individual inmate telephone).
- c. Phone totals and system totals.
- d. "Statement of Accuracy" signed by an Authorized Representative of the Vendor.

There shall be no charges whatsoever to the County for Inmate Telephone System and services. Pinnacle assumes the responsibility for monthly line fees associated with the Inmate Telephone System, billing and collections, fraudulent billing, and un-collectible charges. Such charges shall not be deducted from the County's commission.

5. **Amount and Location of Equipment.** The exact location(s) of the equipment at County's facility shall be as per the mutual written agreement of the parties hereto.

A formal Statement of Work will be required for the project and shall be agreed to by all parties prior to the commencement of work.

Pinnacle shall agree to install the quantity of telephones required by the County.

PENDING APPROVAL

During the term of this contract, Pinnacle shall install any additional telephones, monitoring equipment, and recording equipment at no cost to the County. This shall include any expansion to the existing facility.

6. **Rates.** The parties to this agreement shall mutually agree on the rates charged for any and all collect calls and any and all prepaid calls made with the use of the equipment. The rates shall be set out in the **Exhibit A** attached to this agreement as if set out in full herein.

All rates shall not exceed the allowable tariff day, holiday, evening, and night rates for long distance calls as set by the Oklahoma Corporation Commission. No surcharges or any added charges shall be added to these rates.

7. **Exclusivity.** During the term of this Agreement and during any renewal of this Agreement, County grants to Pinnacle the exclusive right and license to install, maintain, and operate Inmate Phones in the Oklahoma County Detention Center and such telecommunication equipment governing all inmate calls, including local and long distance, including but not limited to collect calls, debit calls, within any facility operated by the Oklahoma County Sheriff's Office. During the term of this Agreement County shall not provide to any third party access to Pinnacle's equipment.

8. **Maintenance of Equipment.** During the term of this agreement, Pinnacle shall repair and maintain the equipment in good operating condition and shall exclusively maintain the equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Pinnacle has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the equipment. County shall permit employees or contractors of Pinnacle reasonable access in order to provide such service, repair, and maintenance on equipment. Equipment shall remain the sole property of Pinnacle. Upon termination of this Agreement, Pinnacle shall have the right to enter upon the premises to remove the equipment. County shall notify Pinnacle of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. County shall exercise reasonable care to prevent damage or destruction of the equipment.

The County reserves the right to prohibit any of Pinnacle's employees and/or independent contractors or subcontractors from entering the Oklahoma County Detention Center to perform services with regard to this contract. All Pinnacle personnel working in the OCDC shall be required to pass a security clearance conducted by the Oklahoma County Sheriff's Office.

All Pinnacle personnel shall comply with current and future local, state, and

PENDING APPROVAL

federal laws and regulations, court orders, administrative directives, institutional directives, Oklahoma State Jail Standards, and the policies and procedures of the OCDC.

Pinnacle shall be required to provide employees who are adequately trained, honest and reliable, and dressed in a uniform which clearly identifies them as the Pinnacle's employees.

Pinnacle shall provide a staffing plan for the installation and maintenance of service to this contract.

Pinnacle shall comply with all local, state, and federal laws governing employment.

The Oklahoma County Detention Center is a secure facility. Pinnacle and its personnel shall be subject to and shall comply with all security policies and procedures of the OCDC.

Pinnacle agrees to obtain the County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

Pinnacle agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

The County shall always be notified in writing of any use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the OCDC; such usage is at the risk of Pinnacle. No exposed wiring shall be permitted. Ownership of any wiring or conduit placed under this contract by Pinnacle becomes the property of the County upon termination or expiration of the contract.

Pinnacle agrees that any cabling work and all new cables that are required for this contract shall be CAT 6 and marked clearly and legibly at both ends. Wall face plates shall be labeled and shall meet all applicable EIA/TIA wiring standards for commercial buildings. All new cabling required by Pinnacle will be installed by Pinnacle at no cost to the County.

Installation of all telephones and related equipment shall be accomplished during hours established by the OCDC Administrator with the advice and consent of the Support Services Bureau.

Pinnacle shall clean up and remove all debris and packaging material resulting from work performed.

PENDING APPROVAL

Pinnacle shall restore to original condition any damage to the County's property caused by maintenance or installation personnel associated with Pinnacle, including repairs to walls, ceilings, etc.

Pinnacle shall install, repair, and maintain all their provided equipment and lines at no cost to the County. All Pinnacle provided equipment, installation, maintenance, and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of Pinnacle.

Upon completion of initial installation and ongoing installations, Pinnacle shall provide the County with a list of telephone numbers, serial numbers, and locations of each unit. This shall be documented on a site map and a wiring schematic.

Pinnacle shall provide all priority emergency repairs as they are opened, updated and closed by the field technicians, detailing the problem and final resolution of said problem. Should the emergency priority repair plan as provided by Pinnacle not be followed explicitly, Pinnacle shall be liable for lost commissions during times that phones were in need of repair and not properly operating. The lost commission shall be calculated by multiplying the average number of calls for each call type X (times) the then prevailing calling rates x (times) the commission rate. The specific commission shall be calculated by the County and the County will advise Pinnacle of all commissions due. Pinnacle shall pay the calculated lost commission with the next commission payment due the County. Pinnacle will be allotted time between the notification and the next commission payment to validate the lost commission.

Pinnacle shall provide the County with a complete list of contact numbers for its contractors, subcontractors, managers, administrators, technicians etc; Pinnacle management and emergency telephone numbers shall also be furnished.

Violations of the OCDC policies and procedures may result in Pinnacle's employees being denied access to the Oklahoma County Detention Center. In this event, Pinnacle shall provide alternate personnel to supply services described herein, subject to the County's approval.

The County shall provide security for Pinnacle's employees and agents consistent with security provided to County employees employed in the OCDC where Pinnacle's employees are working. The County shall not be held responsible for any injury to or loss of property of any of Pinnacle's employees.

Any problems surrounding the Inmate Telephone System service shall be reported immediately by Pinnacle to the OCDC Administrator.

PENDING APPROVAL

Upon expiration, termination, or cancellation of this contract, Pinnacle shall cooperate in an orderly transfer of responsibility and the continuity of the services required under the terms of this contract to an organization designated by the County. Pinnacle shall provide and perform any and all of the responsibilities outlined in their bid submitted in response to the County's RFP CW10018 (Inmate Telephone Service for the Oklahoma County Detention Center.)

9. **Surveillance.** Pinnacle and County realize and agree that the equipment may allow County to monitor, eavesdrop, and/or otherwise record inmate's use of the equipment. County understands and agrees Pinnacle has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping.
10. **Default and/or Termination of Agreement.** If County or Pinnacle default in their performance of any obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within thirty (30) days from receipt of notice of default. Otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. If any governmental tax, fee, regulation, or tariff, or any other law prevents Pinnacle from providing the services agreed to hereunder or make the continuation of this Agreement economically impracticable then Pinnacle may, at its own discretion, terminate this Agreement without liability. On any termination of this Agreement County allows Pinnacle reasonable access to facility in order to remove equipment. Pinnacle agrees to remove their equipment within 30 days after such termination.

It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving Pinnacle a thirty day written notice and may terminate immediately if Pinnacle breaches any of the terms of this contract.

Failure by either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within thirty (30) days from date of receipt of written notice citing the exact nature of such breach.

Failure of the party being notified to take corrective action within the prescribed thirty (30) days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Pinnacle of the provisions of the contract shall be issued by the Oklahoma County Purchasing Director, and all replies shall be made, in writing, to the Oklahoma County Purchasing Director.

PENDING APPROVAL

Oklahoma County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations.

At a minimum, Pinnacle shall be required to pay any difference in the loss of commissions covered by the contract, should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees.

In the event of Termination for Default, Oklahoma County, its agents, or representatives, shall not be liable for loss of any profits anticipated to be made Pinnacle.

No waiver by either party of any event of default under this contract shall operate as a waiver of any subsequent default under the terms of this contract.

The County reserves the right to terminate this contract immediately in the event Pinnacle fails to:

- a. meet delivery or completion schedules;
- b. otherwise perform in accordance with the accepted proposal and the contract;
- c. provide commission payments as so agreed and proposed,
- d. correct problems in system operation within a reasonable time from notification of the problems.

Upon expiration, termination, or cancellation of this contract, Pinnacle shall cooperate in an orderly transfer of responsibility and the continuity of the services required under the terms of this contract to an organization designated by the County.

Pinnacle shall provide and perform any and all of the responsibilities outlined in their bid submitted in response to the County's RFP CW10018 (Inmate Telephone Service for the Oklahoma County Detention Center.)

Pinnacle acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the Inmate Telephone System are the property of the County.

Pinnacle shall make provisions to put their application software in escrow and grant the County ownership in the event Pinnacle fails to provide maintenance as agreed.

All Inmate Telephone System inside wiring shall become the property of the County at the conclusion of the contract.

PENDING APPROVAL

Pinnacle agrees to remove its equipment at the conclusion of the contract in a manner that will allow the reuse of that wire distribution.

Pinnacle agrees that the provided PC workstations shall become the property of the County at the expiration, cancellation, or termination of this contract so that the County will have access to all the call records, documentation, reports, data, etc. that are contained in the Inmate Telephone System.

All call detail records, call recordings, documentation, reports, data, etc shall be provided to the County by Pinnacle within thirty (30) days of request or termination of the contract at no cost to the County. The data shall be in a workable, software compatible format.

Commissions shall be due and payable by Pinnacle to the County at the compensation rate provided in the contract until collect, debit, and pre-paid calls are no longer handled by Pinnacle, not to exceed ninety (90) days.

11. **Liability Indemnification.** Each party shall be responsible for its own acts of negligence.
12. **Authority.** County and Pinnacle warrant and represent to each other they have the authority to enter into this binding Agreement and to bind each other to such Agreement.
13. **Notices.** All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, to the parties at the addresses set out above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.

Contact Person for Pinnacle shall be:

Kevin O'Neil, President
1108 S.E. 6th Street
Ontario, Oregon 97914
Phone 208-739-8333
Fax 541-889-9630

Contact person for Oklahoma County shall be:

Jane Gaston, Purchasing Director
Oklahoma County
320 Robert S Kerr, Suite 117
Oklahoma City, OK 73102
Phone 405-713-1490

PENDING APPROVAL

Fax 405-713-1491

14. **Miscellaneous.** This Agreement shall be construed under and governed by the laws of the State of Oklahoma. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement to include **Exhibit B** and **Exhibit C** shall be binding upon and inure to the benefit of County, and Pinnacle, and Pinnacle's successors and assigns. This Agreement cannot be modified other than by written instruments signed by County and Pinnacle.
15. **Force Majeure.** If by reason of force majeure, either party shall be rendered unable, wholly or in part, to carry out its responsibilities under the contract (other than the obligation of Pinnacle to make the required payments), then the party unable to carry out its responsibility shall give the other party notice and full particulars of such force majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibilities for the continuance of the liability claimed, but for no longer period.

The term "force majeure " as used in this contract shall mean acts of God, strikes, lockouts, lockdowns, acts of a public enemy, orders or regulations of any kind of the Government of the United States or the State of Oklahoma, loss of utilities, floods, insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, tornado, breakage, or accidents to machinery or equipment over and above ordinary maintenance and repairs construction and relocation to a new facility, civil disturbances, and other events or causes that would cripple normal operations.

16. **Hold Harmless.** Pinnacle will defend, indemnify, and hold the County, its officers, and employees harmless against all claims (including without limit quasiconttractual claims), liens, and claims of liens for labor performed or material furnished or subcontracted for by Pinnacle without authorization of the County and against all loss by reason of failure of Pinnacle in any respect to fully perform all obligations under this contract. Pinnacle assumes entire responsibility and liability for loss, expenses, damages, demands, and claims in connection with or arising out of the acts or omissions of Pinnacle, its subcontractor(s) and their officers, agents, and employees, and shall defend any suit or action based on any such alleged injury or damage and shall pay all damages, costs, and expenses, including attorney's fees in connection therewith or resulting there from.

PENDING APPROVAL

EXHIBIT A

CALL RATES

1. **The Local rate for any and all Collect Calls will be \$2.50 as an Operator Service Charge and seven cents per minute.**
2. **The Local rate for any and all Prepaid Calls will be \$2.25 as an Operator Service Charge and four cents per minute.**
3. **The Intrastate rate for any and all Collect Calls will be \$2.50 as an Operator Service Charge and 12 cents per minute.**
4. **The Intrastate rate for any and all Prepaid Calls will be \$2.25 as an Operator Service Charge and 10 cents per minute.**
5. **The Interstate rate for any and all Collect Calls will be \$2.50 as an Operator Service Charge and forty cents per minute.**
6. **The Interstate rate for any and all Prepaid Calls will be \$2.25 as an Operator Service Charge and 25 cents per minute.**

CUSTOMER CHARGES

1. **Interchange fee for customer's use of credit card to pre-pay for phone calls, not to exceed 3% of each transaction.**