

Inmate Telephone Service and Video Visitation Agreement

This is a Service Agreement by and between Stellar Services, LLC, with a place of business at 301 Business Park Circle, Stoughton, Wisconsin 53589 hereinafter called "Operator" and Lee County Sheriff's Department with a place of business at 2530 255th street; Montrose, Iowa 52639 hereinafter called "Client".

WITNESSETH

Whereas, the Client is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Operator is a qualified and willing participant with the Client to provide inmate telephone and related communication services; in consideration of the mutual benefits to be derived hereby, the Client and the Operator do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on the date of completed installation, and continue in full force and effect for a period of five (5) years from such date and will automatically renew under same terms and conditions consecutively for five (5) year periods, if notice of termination is not received ninety (90) days prior to completed initial minimal term or any renewal term.

II. SCOPE OF SERVICE

(A). Inmate Telephone System

Operator shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Client's requirements and be in compliance with any industry standard.

(B). Payment

The company will forward monthly payment to Client on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to (40%) of gross revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism (s).

(C) Rules and Regulations (General)

The Operator shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.

The Operator shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Operator reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.

The Operator shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Client.

The Operator shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Client.

(D). Operator's Responsibilities

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Operator personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Operator. Wherever possible, the Operator shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Operator shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Operator shall comply with all applicable electrical codes. The Operator shall comply with the security guidelines on institutional security policies. The Operator shall provide all coordination required with any local bandwidth Operator and other carriers during installation and for the duration of the Agreement.

(F). System Functionality (General)

The Operator shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Operator. Secure access to the system and the database shall be maintained at all times. The Operator shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Telephone Equipment

Throughout the term of the Agreement, the Operator shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Equipment Service & Maintenance

The Operator shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Operator shall further warrant that any equipment installed for the Client shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Operator is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Operator exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Operator, the Client may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Operator shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Operator, or its employees or agents, in the course of the operations of this Contract.

C). Operator's Insurance

The Operator agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this agreement.

(D). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(E). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(F). Governing Law

This Agreement is executed and entered into in the State of Iowa, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Iowa.

(G). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(H). Exclusivity

During the term of this Agreement, the Client agrees to grant the Operator exclusive rights to install and maintain Inmate Communications Services for all Facilities owned and future Facilities operated or governed by the Client, inclusive of all inmate communications products and services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

STELLAR SERVICES, LLC

By: JAY W. MARTENS

Signature: Jay W. Martens

Title: ACCOUNT MANAGER

Date: 9/22/17

LEE COUNTY SHERIFF'S DEPARTMENT

By: Rick Larkin

Signature: Rick Larkin

Title: Chairman, Board of Supervisors

Date: 9.19.16