



### Agreement for Inmate Phone Service

This agreement for Inmate Phone Service ("Agreement") is made between the Louisa County Sheriff's Office ("Customer") located at 12635 County Rd. G, Ste 102, Wapello, IA 52653 and Protocall, L.L.C., ("Protocall") located at 14927 S. Caenen Ln., Olathe, KS 66062. These parties agree that this Agreement shall govern the relationship between the parties at all of Customer's current and future facilities (collectively, the "Facility").

<p><b>50%</b></p> <p>commission on ALL true gross revenue from collect and prepaid account calls. NO DEDUCTIONS</p> <p>Commencement Date: <u>8/1/2017</u> Initial term ends: <u>8/1/2020</u></p> <p>Rates for prepaid account calls will be \$.49/min. intrastate and \$.247/min. for interstate calls. Customer agrees to sell phone cards to inmate for the price listed on the cards. The phone card rate will be \$.49 per minute (\$.247/minute for interstate calls). Collect calls, if made \$.99 intrastate, and \$.25/minute for interstate calls. Phone Cards can be purchased by the Customer at a 30% discount.</p> <p><b>Free: \$5,000 in cards at the beginning of each year</b></p>
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NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed as follows:

1. Exclusivity. Customer hereby grants Protocall the exclusive right to provide telephones, equipment, services and repair for local, intraLATA, interLATA, and interstate telephone services from inmate telephones at the Customer's Facility. During the term of the Agreement, Protocall shall be the exclusive provider of inmate telephone service for Customer.
2. Event of Default or Termination of Agreement In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall give the defaulting party written notice of default setting forth with specificity the nature of the event of default. In the event the defaulting party fails to cure such event of default within thirty days from receipt of the notice of default, the non-defaulting party shall have the right to terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. In the event any government regulation prevents Protocall from providing services, or regulations make continuation of this Agreement impractical for economic reasons or otherwise, then Protocall, at its sole discretion, may terminate this Agreement without liability.
3. Governing law. This Agreement shall be governed and construed under the laws of the State of Kansas, without regard to its conflicts or choice of laws rules. Any litigation of this Agreement between the parties shall be commenced and maintained in Federal District Court, District of Kansas, sitting at Topeka, or in Leavenworth County District Court, the parties waiving any objection that venue in any such forum is inconvenient or improper, and the parties further consenting to, and waiving any objection to, jurisdiction (subject matter or personal) of such courts.
4. Prevailing party. In the event of any litigation between the parties pertaining to this Agreement, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. This provision shall survive any termination of this Agreement.

5. Inapplicable provisions. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, the Agreement shall be construed without such provision.

6. Non-assumption of liability. Neither party assumes or accepts any liability for the acts or failures to act, professionally or otherwise, of the other party, its agents, servants, or employees.

7. Responsibilities of Protocall. Protocall shall 1) provide inmates with prepaid account service and families with prepaid account collect calling service 2) provide the Customer with prepaid phone cards and 3) provide repairs to the phone system in the event of interruptions of service.

8. Call rates and duration. Maximum length of all calls is 15 minutes. Protocall also reserves the right to make changes in rates or commissions if there are changes in regulatory orders.

9. Miscellaneous.

a. Customer agrees that any visitation phones and all equipment installed by Protocall as well as records and recordings shall at all times remain or become the property of Protocall during and after the term of the Agreement. Protocall will provide Customer reasonable access to records and recordings.

b. The County and Protocall, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. Without limitation to the foregoing, the County expressly acknowledges and agrees that Protocall may assign, delegate or transfer all or any part of this Agreement to: (a) any entity acquiring all or substantially all of Protocall's operating assets; or (b) any entity that is the survivor in a merger with Protocall

c. Protocall will provide Customer with \$5,000 worth of phone cards per year free of charge. In the event Customer terminates this agreement prior to expiration, Customer will be charged for these cards on a pro-rata basis.

d. The Customer authorizes Protocall to use a portion of the facility's fiber to power its system.

The Customer representative executing this Agreement below represents and warrants to Protocall that he or she is fully authorized to execute and deliver this agreement on behalf of Customer.

Protocall

CUSTOMER: Louisa County Sheriff's Office

By: David Lindgren  
David Lindgren, President  
Protocall, LLC  
Date: 8-2-17  
Phone: 913-530-9048  
Fax: 913-897-9624

By: Krist Palmer  
Name: Krist Palmer  
Title: Sail Administrator  
Date: 8/2/17  
Phone: 913-850-2200  
Fax: 913-850-2250  
E-Mail: KPalmer@louisaco-la.org  
No. of Inmate Phones: 8

No. of Beds: 41 ADP: