

**ADAIR COUNTY COMMISSION MINUTES**  
**MONDAY, APRIL 6, 2015**  
**2ND DAY APRIL REGULAR**

The Adair County Commission convened at 8:30 a.m. on April 6, 2015 in the Courthouse at Kirksville. All Commissioners were present.

At 11:30 a.m., the Commission met with Shannon Howe of Howe Company to sign engineering documents for BRO-B001 (49), Adair County Bridge No. 01100013. Documents included clearance certification and temporary easements donated by Robert Dean Elsea Revocable Living Trust date October 7, 1999 and Rosebery Farms, LLC. Mr. Howe stated that the County should be ready to go out for the bidding process within a few months.

Mr. Howe stated he had also made contact with parties involved in the replacement of BRO-B001 (50) Adair County Bridge No. 0680007. The Commission stated they were in receipt of the letter to his company indicating that the adjacent property owners were not interested in donating temporary easements for the bridge replacement. The Commission asked Mr. Howe to investigate the next step in order to obtain the easements. Mr. Howe stated that in the near future, the Missouri Department of Transportation (MoDOT) would require local public agencies to give time frames for easements to be obtained. If not accomplished within this time frame, MoDOT would require condemnation proceedings.


The Commission plans to invite all landowners in the area of the proposed bridge replacement for a meeting with the Commission and Mr. Howe to discuss the situation.

The Commission received the fully executed contract with Tele-Connect, Inc. The bid was awarded on February 18, 2015 to Tele-Connect to provide the inmate telephone system.

The Commission spent the rest of the day attending to County business.

The Adair County Commission adjourned at 4:00 p.m. on April 6, 2015.

**IN REF. ORDER NO 6 Fully Executed Agreement with Tele-Connect, Inc.**

 **CORRECTIONAL FACILITY PHONE SERVICE AGREEMENT**

The Correctional Facility Phone Service Agreement ("Agreement") is by and between Tele-Connect, Inc. (hereinafter referred to as "TCI" or "we") a Kansas Corporation, 1421 W 7th, PO Box 587, Chanute, KS 67028, and Adair County Law Enforcement Center, 215 N Franklin St, Kirksville, MO 63501 (hereinafter referred to as "Licensor," "facility," or "you"). This Agreement is made and entered into pursuant to the following terms, and conditions:

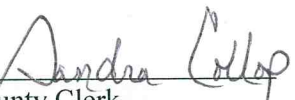
- Licensor, for and in consideration of the payment of compensation hereinafter described, does hereby grant to TCI the exclusive right and license to install and operate a web-based Inmate Phone System (IPS), including, without limitation, all related hardware, software, and networks to provide all inmate calls and related communications at Licensor's Inmate facilities.
- Term of this Agreement shall begin February 26, 2015 for a period of five (5) years.
- During the term of this Agreement, Licensor shall not grant the right or allow any party or entity to install, operate, or provide any form of Inmate communications at Licensor's facility other than TCI.
- Commission will be paid in the amount of the amount of the applicable percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of calls placed from the IPS at the Facility. "Gross Revenue" means all revenue received by TCI relating to phone calls placed from the IPS at the facility, without any deduction or credit for bad debt or for billed calls that for any reason are not collected, at the facility, and all related charges, taxes and fees are excluded. We shall remit commission for a calendar month to you on or before the 30<sup>th</sup> day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within thirty (30) days after the Payment Date.


Facility Name and Address	Type Calls	Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Adair County Law Enforcement Center 215 N Franklin Kirksville, MO 63501	All	50%	Gross	Adair County Law Enforcement Center 215 N Franklin Kirksville, MO 63501

- TCI will provide Licensor the Toshiba business phone system as quoted in response to the RFP. Copy Attached. The business phone system will be installed at the facility by Kansas Communications Services, Inc. (KCS) and TCI at the facility within 60 days after acceptance of this Agreement. TCI will provide a \$7,500 discount from the \$22,100 cost of the system for a total cost to Licensor of \$14,600 which will be received by TCI at a rate of ninety percent (90%) of the monthly commission earned by Licensor from the IPS until the balance is paid in full. Once the business phone system is paid in full, the business phone system shall become the sole and exclusive property of Licensor. If for any reason this IPS Agreement is terminated or if any regulatory agency prohibits the payment of inmate commissions or for any other reason Licensor's facility ceases to generate revenue and/or commissions from the IPS, Licensor will pay the remaining balance of the cost of the business phone system within thirty (30) days of the event.
- Upon installation, you will maintain insurance to cover the \$12,100 cost of the Toshiba business phone system.

- TCI will provide, at no cost to Adair County, labor on warranty work, for the business phone system for a period of two (2) years beginning on the date of installation of the business phone system. Any non-warranty related work, such as changes to system, moves of stations or phones, additions to system, or additional wiring, are not considered warranty work and will be charged at the normal rate of \$87.50 per hour, plus the cost of materials needed to perform work requested by Licensor. After this two year period, Licensor will have the option of purchasing a yearly maintenance agreement for labor on warranty work for a cost of \$2210.00 per year, which is ten percent (10%) of the cost of the business phone system per year. If Licensor does not choose to purchase the yearly maintenance agreement after the two (2) year period, Licensor will be charged the normal rate of \$87.50 per hour for all warranty and non-warranty work requested by Licensor.
- We grant you a personal, non-transferable license to access and use certain proprietary computer software products and materials (Software). The Software is to be used solely for your internal business purposes in connection with the IPS at your facility during the term of this Agreement and shall remain the sole and exclusive property of TCI. Licensor will not permit any person or entity to use, copy, modify, disassemble, decompile, reverse engineer or otherwise modify the software in any manner. The software shall remain the sole and exclusive property of TCI.
- The IPS allows you to record inmate telephone calls. We make no representation or warranty as to the legality of recording, monitoring, or storing inmate phone calls; however, you grant us a perpetual limited license to compile, store, and access recordings of inmate calls for purposes of complying with the requests of officials at your facility for investigative purposes.
- Licensor shall notify TCI of any malfunction or loss of inmate phone service and shall allow TCI access to Licensor's place of business during normal business hours for any telephone repair and/or maintenance. We agree to repair and maintain the IPS in good operating condition including, without limitation, furnishing all parts and labor. All such maintenance shall be provided at our sole cost and expense unless misused or damaged by you (not heretofore at the Facility). Licensor shall reimburse TCI's cost plus a penalty equal two times the cost of repairing service and the equipment for the willful or intentional misconduct of Licensor or its agent.
- The placement of the inmate phone equipment shall be such as to make said equipment available to inmates of the facility. The locations of the inmate telephones shall be mutually agreeable to TCI and Licensor. No action which unreasonably prevents or adversely affects the use of the inmate phone equipment will be taken by Licensor.
- The IPS shall be installed by TCI at its expense. Licensor authorizes TCI to choose the long-distance carrier to provide service for the equipment and to remove all existing pay telephones and similar equipment from the facility (if necessary).
- The inmate phone equipment shall remain the property of TCI. The Licensor shall not have any lien or the right to place any encumbrance upon the equipment. Upon the termination of this Agreement, TCI shall have the right to enter the facility and remove its equipment, excluding internal wiring.
- If Licensor breaches this Agreement in any way or if TCI is required to remove its equipment prior to the termination of this Agreement according to its terms, then Licensor shall be obligated to and agrees to immediately pay TCI liquidated damages. The liquidated damages shall be an amount equal to the average monthly net revenue generated by the equipment multiplied by the number of months remaining under this Agreement, less 20 percent of this amount for expenses not incurred in servicing the equipment. The parties agree that this amount constitutes a reasonable amount of liquidated damages taking into account the uncertainties and difficulties of estimating future lost revenue and expenses incurred by TCI by reason of the breach by Licensor or the premature termination of this Agreement.
- TCI maintains insurance per the attached Certificate of Insurance, naming County of Adair, Missouri, Adair County Sheriff's Office as additional insured with waiver of subrogation with 30 days notice of cancellation. Copy Attached.

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ATTEST:   
County Clerk

  
Presiding Commissioner