Continued from page 24

You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the IPS at your facility.

16) NOTWITHSTANDING ANYTHING IN THIS CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS.

17) We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances other than those under our control related to the Facility; including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God, war, civil disturbance, or terrorism; or actions you take for security reasons which negatively impact our business; however, we shall not unreasonably exercise such right.

18) If any party defaults in the performance of any obligation under this Agreement, the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, the non defaulting party shall have the right to terminate this Agreement upon (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonable to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default.

19) Any notice or demand made by either party under the terms of this Agreement shall be in writing and shall be given by personal delivery; registered or certified US mail, or commercial courier delivery service to the addresses below:

Licensor: Adair County Law Enforcement Center
215 N Franklin St
Kirksville, MO 63501

TCI: Tele-Connect, Inc.
1421 W 7th St – PO Box 887
Chanute, KS 66720

20) In the event we are unable to resolve any dispute concerning this Agreement, and it is necessary to file suit seeking enforcement of rights under this Agreement, it is agreed this Agreement shall be governed by the laws of the State of Missouri, and the party in whose favor judgment is rendered shall be entitled to recover its legal fees and litigation related expenses from the other party. Venue shall be Adair County, Missouri.

21) This is the sole Agreement between the parties hereto, and supersedes all previous Agreements and shall bind the parties, their successors and assignees.

22) Each party warrants to the other that it has the right to enter into this Agreement and may assign its rights and obligations under this Agreement without restriction.

The above and foregoing terms are hereby agreed to, accepted, and approved by the parties.

ADAIR COUNTY LAW ENFORCEMENT CENTER — TELE-CONNECT, INC.

By: Stanley Pickens 3-30-15 — Presiding Commissioner — Date
By: Teri Tharp 4-7-2015 — Teri Tharp, President — Date
By: Robert T. Hardwick 3-30-15 — Robert T. Hardwick, Sheriff — Date

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KANSAS COMMUNICATION SERVICES INC
407 E Main, PO Box 665
Chanute, KS 66720
620-431-1202

Date: January 30, 2015
To: Adair County Sheriff Office
Location: 215 N Franklin
Adair, MO 63501
Present Lines: 3 (Need 2 more rollover lines)
Present Extensions: 19

PROPOSED BUSINESS PHONE EQUIPMENT & SERVICES

System: Toshiba CIX100 Business Digital Phone System with Toshiba IPedge EP Application Server (System allows customers to upgrade or migrate to an all Internet Protocol (IP) solution or a mix of IP and Digital phones).

Capacity: Supports up to 64 lines or 72 voice endpoints (phones or phone equipment) and/or any combination of lines or phones up to 112 total

Phones: 19 - Toshiba 20 Programmable Button Digital Speakerphones - Backlit LCD Display - Tilting Base

Features: IPedge Messaging - gives you Voice Mail and the ability to make and receive calls on your smartphone
IPedge Call Manager - Integrates to your PC - make calls from your contacts, see if colleagues are available, text chat, take office calls at your home office - send voice-mail to your e-mail via a .wav file
IPedge Meeting - make scheduled or spontaneous conference calls
IP Mobility - forward calls to your smart phone - use your smart phone as an extension - have incoming calls ring on both your desk phone and smartphone (without revealing the cell phone number) - gain control over when, where, and how you can be reached
Auto Attendant - can be customized by customer, department, or person
Caller ID - inbound on all phones - Voice Record - by simple push of a button on desk-top phone - Call Forwarding - Conferencing - Intercom and Internal Paging - through speakerphone - Analog Device Capability - External Paging - through outside speakers where applicable

Warranty: 5-year warranty on all equipment/hardware
5-year software support and upgrade service for the Toshiba IPedge EP Server

Installation: Cost includes all training, programming, labor, hardware, and cable needed to install the digital equipment. Any special or extra wiring will be billed at $87.50 per hour plus material.

Cost: $72,100 - Proposal valid for 60 days – Installation within 60 -90 days of acceptance

IP Option: At time of installation, cost to convert all or part of the phone system to IP is an additional $840 - 50% of this cost will be waived if Adair County utilizes Kansas Communications IP monthly services carried by Level 3 Communications at $18.95 per line and $5.95 per extension which includes all long distance charges. Toshiba Digital Phones will be replaced by Toshiba IP phones at no extra charge. Any IP or special wiring will be billed at $87.50 per hour plus material. (Note: Converting to IP monthly service, Adair County Sheriff Office should average 30-50% monthly savings in phone line and long distance charges.)

Inmate Option: Tele-Connect Inc (an affiliated company of Kansas Communications Inc) offers inmate phone services using the NCIC Inmate Call Engine (ICE) platform. Discounts for business phone systems are available in conjunction with inmate phone service. See Tele-Connect's response to Adair County RFP for Inmate Telephone service dated January 30, 2015 regarding sign-on bonus and payment arrangements which is made a part of this Proposal.

The above Sale Proposal is hereby proposed and/or accepted by Adair County.

Stan Pickens 3-30-15 — Authorized Adair County Signature — Date
Kansas Communication Services Inc 1/30/2015

ACORD CERTIFICATE OF LIABILITY INSURANCE — DATE (MM/DD/YYYY) 1/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Wood-Dolohery Insurance Inc, 1725 Washington, Parsons KS 67357
CONTACT NAME: Mary Harkley; PHONE (620)421-6900; FAX (A/C, No): (620)421-4801; E-MAIL ADDRESS: mharkley@woddolohery.com
INSURED: Tele-Connect, Inc., 1421 W 7th St, PO Box 887, Chanute KS 66720

INSURERS AFFORDING COVERAGE — NAIC #
INSURER A: Nationwide Mutual Insurance Co — 23787
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES — CERTIFICATE NUMBER: CL14510252 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY: X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / X OCCUR	X	Y	ACP7211375526	4/25/2014	4/25/2015	EACH OCCURRENCE $ 1,000,000; DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000; MED EXP (Any one person) $ 5,000; PERSONAL & ADV INJURY $ 1,000,000; GENERAL AGGREGATE $ 2,000,000; PRODUCTS - COMP/OP AGG $ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X policy / PRO-JECT / LOC						
A	AUTOMOBILE LIABILITY: X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS			ACP7211375526	4/25/2014	4/25/2015	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000; BODILY INJURY (Per person) $; BODILY INJURY (Per accident) $; PROPERTY DAMAGE (Per accident) $; PIP-Basic $
A	X UMBRELLA LIAB; EXCESS LIAB; CLAIMS-MADE / X OCCUR			ACP7211375526	4/25/2014	4/25/2015	EACH OCCURRENCE $ 3,000,000; AGGREGATE $ 3,000,000
	DED: X RETENTION $ 10,000						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY: ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N / N/A	Y	ACP7211375526	4/25/2014	4/25/2015	X PER STATUTE / OTH-ER; E.L. EACH ACCIDENT $ 500,000; E.L. DISEASE - EA EMPLOYEE $ 500,000; E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Adair, Missouri, Adair County Sheriff's Office is additional insured with waiver of subrogation. 30 day notice of cancellation.

CERTIFICATE HOLDER: County of Adair, Missouri, Adair County Sheriff's Office, 215 N Franklin Street, Kirksville, MO 63501

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Mary Harkley/MCH — Mary C. Harkley

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ADAIR COUNTY SHERIFF'S OFFICE — SHERIFF ROBERT T. HARDWICK
215 N. Franklin St. • Kirksville, MO 63501
Phone: (660) 665-4644 • Fax: (660) 785-3224

March 6, 2015

To Whom It May Concern:

Adair County Law Enforcement Center, County of Adair, Missouri, is purchasing a Toshiba Business Phone System from Kansas Communication Services, Inc.

We are a Government organization and are tax exempt.

Sincerely,

Sheriff Robert T Hardwick
Adair County Law Enforcement Center
215 N Franklin St
Kirksville, MO 63501

ATTEST: Sandra Collop — County Clerk
Stanley Pickens — Presiding Commissioner