

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made this 15th day of November, 2007, by and between Twin Falls County Sheriff's Adult Detention Facility ("Customer"), whose address is 504 Gooding Street, Twin Falls, Idaho, 83301, and Pinnacle Public Services, LLC ("Pinnacle").

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, Customer 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 Customer hereby agree as follows:

1. **Agreement.** Customer 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 Twin Falls County Sheriff's Adult Detention Facility ("Facility"), and whose physical address is 504 Gooding Street N., Twin Falls, Idaho, 83301.

2. **Term.** The initial term of this Agreement shall begin on the last date signed by a party below, and shall end five (5) years thereafter. The terms and conditions of this agreement shall continue as to any Pinnacle equipment installed at the request of Customer, after the commencement date and prior to the expiration date. If the normal business operation of the facility is interrupted for any reason (for example, due to act of God, an inmate riot, or strike) the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such interruption or stoppage of business operations.

2. **Renewal.** After the five (5) year initial term, this Agreement shall automatically renew for another one (1) year time period thereafter, upon the terms and conditions herein set forth, unless written notice is sent by either party at least sixty (60) days prior to the end of such term.

3. **Commissions.** In consideration for the right to install, maintain, and operate the equipment within the facility, Pinnacle agrees to pay Customer a monthly commission of Fifty percent (50%) of the gross revenue generated as a result of collect calls and a monthly commission of Fifty percent (50%) of the gross revenue generated as a result of pre-paid calls made through use of equipment. Pinnacle shall pay such commissions on all calls including Interlata, Interlata, Interstate, Intrastate, Local, and International calls. Such commissions shall be paid by Pinnacle to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set about above. All such commission payments shall be final and binding unless written objection thereto is received by Pinnacle from Customer within 30 days of payment by Pinnacle to Customer.

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

5. **Rates.** This agreement is subject to tariff's catalogs or price lists, as filed with appropriate state and federal regulatory commissions. The rates shall be set out in the **Schedule A** attached to this agreement as if set out in full herein.

6. **Exclusivity.** During the term of this Agreement and during any renewal of this Agreement, Customer grants to Pinnacle the exclusive right and license to install, maintain, and operate such telecommunication equipment governing all inmate calls, including local and long distance, including but not limited to collect calls, debit calls, within any facility owned or operated by Customer. During the term of this Agreement Customer shall not provide to any third party access to the equipment.

7. **Maintenance of Equipment.** During the term of this agreement, Pinnacle will 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. Customer 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. Customer shall notify Pinnacle of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of the equipment.

8. **Performance.** Pinnacle and Customer realize and agree that the equipment will allow Customer to monitor, eavesdrop, and/or otherwise record inmate's use of the equipment. Customer understands and agrees Pinnacle has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping.

9. **Default and/or Termination of Agreement.** If Customer or Pinnacle defaults 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 Customer allows Pinnacle reasonable access to facility in order to remove equipment. Pinnacle agrees to remove their equipment within 30 days after such termination.

10. **Liability Indemnification.** Customer assumes the risk of liability arising from or pertaining to the operation, or use of equipment. Customer shall indemnify and hold Pinnacle harmless from any liability, which results from negligence of the customer. Pinnacle shall indemnify and hold the customer harmless from any liability, which results from negligence of Pinnacle under this agreement.

Insurance: Pinnacle agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$2,000,000 (Two Million Dollars and no/100's), which shall name and protect Pinnacle, all pinnacle's employees, Customer and its deputies, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of, or in connection with, Pinnacle's acts. Pinnacle shall provide proof of liability coverage as set forth above to Customer prior to commencing its performance as herein provided.

11. **Authority.** Customer 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.

12. **Assignment.** Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written agreement of Pinnacle. Pinnacle may sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to any third party on thirty (30) days written notice to Customer. The exception will be billing another Law Enforcement agency for the access of the equipment to listen to phone calls and to record for evidentiary purposes.

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.

14. **Miscellaneous.** This Agreement shall be construed under and governed by the laws of the State of Idaho. Proper venue shall only be the courts of Idaho. 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 shall be binding upon and inure to the benefit of Customer, and Pinnacle, and Pinnacle's successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Pinnacle.

Dated this 18 day of December 2007

CONTRACTOR:

By

(Name)

President

(Title or Office)

Twin Falls County Sheriff

Wayne Tousey
Wayne Tousey, Sheriff

Twin Falls County Board of Commissioners

Tom Mikesell
Tom Mikesell, Chairman

George Urie
George Urie, Commissioner

Terry Ray Kramer
Terry Ray Kramer, Commissioner

ATTEST:

Kristina Glascock
Kristina Glascock, Clerk

**SCHEDULE A
RATES**

1. The Local rate for any and all Collect Calls will be \$3 for 20 Minutes.
2. The Local rate for any and all Pre-Paid calls will be \$2.50 for 20 Minutes.
3. The Intralata rate for any and all Collect Calls will be \$6.00 for 20 Minutes.
4. The Intralata rate for any and all Pre-Paid calls will be \$3.33 for 20 Minutes.
5. The Interlata rate for any and all Collect Calls will be \$8.00 for 20 Minutes.
6. The Interlata rate for any and all Pre-Paid Calls will be \$5.00 for 20 Minutes.
7. The Interstate rate for any and all Collect Calls will be \$10.00 for 20 Minutes.
8. The Interstate rate for any and all Pre-Paid Call will be \$6.00 for 20 Minutes.