

AGREEMENT FOR SERVICES

Project Number or Name: RFP-20-54 INMATE TELECOMMUNICATION SERVICES

THIS AGREEMENT is entered into as of the 1st day of March, 2021 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the “County”) and Global Tel*Link Corporation (hereinafter referred to as the “Contractor”).

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County’s policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor’s rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor’s performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are

pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. [REDACTED] shall retain the remedies provided for in this Agreement, and without limiting its remedies

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

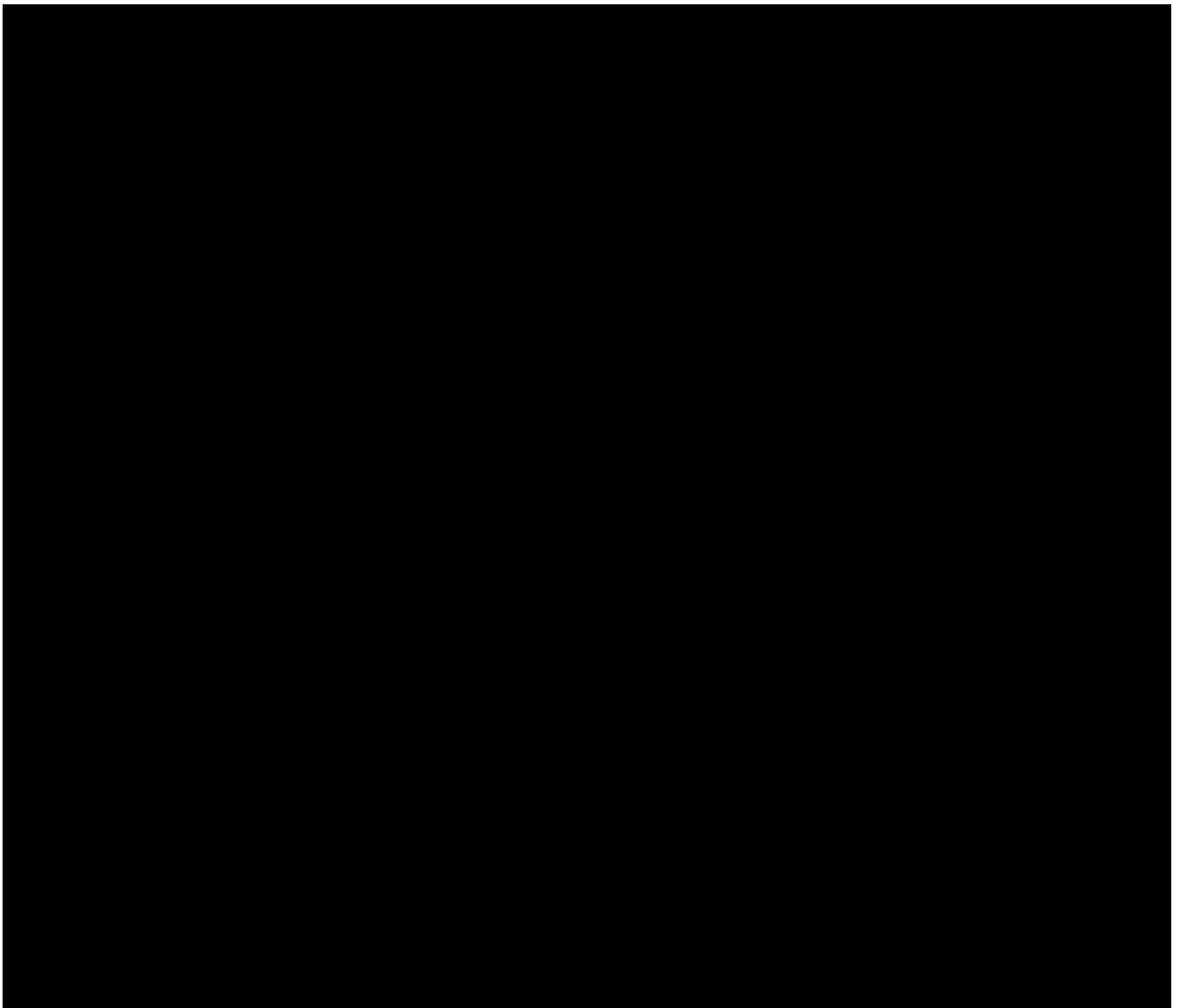
8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

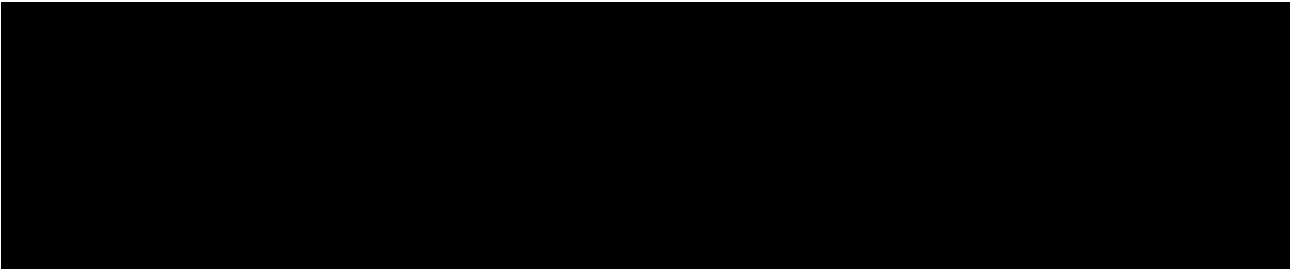
R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:





The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the negligent acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. **Notices.** Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. **Extent of Agreement.** This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 5/21/2018)

CONTRACTOR: Global Tel*Link Corporation

By: *Maribeth Kuznia*
(Signature)

Title: Maribeth Kuznia, Contracts Manager

Signed this ____ day of _____, _____

State of Colorado)
County of _____)

Subscribed and sworn to before me this ____ day of _____, _____

By _____.

My commission expires _____.

Notary Public

SEAL

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

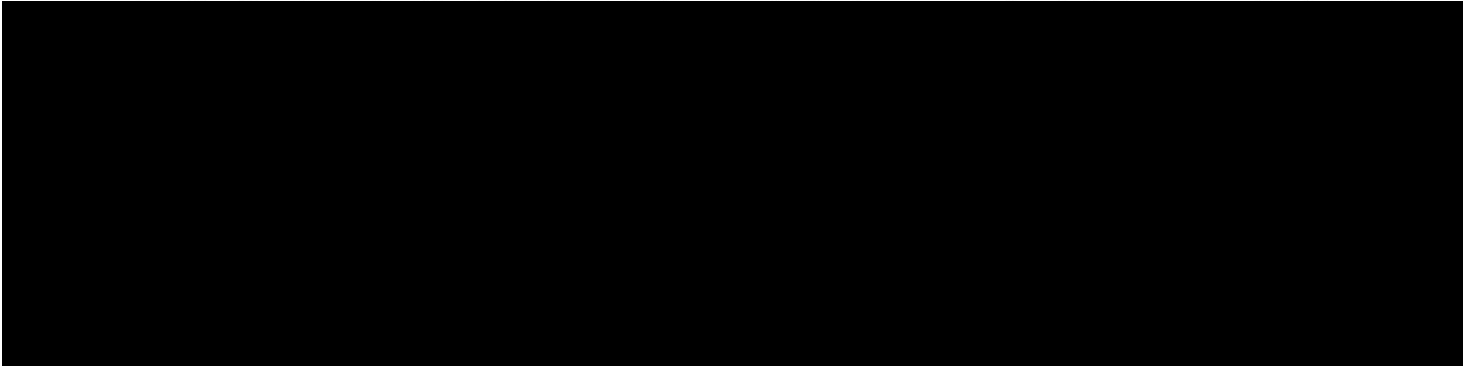
Date: _____

EXHIBIT A to Agreement between the County and Global Tel Link Corporation.
Project Number or Name: RFP-20-54 INMATE TELECOMMUNICATION SERVICES

1. **Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:

I. SCOPE OF WORK

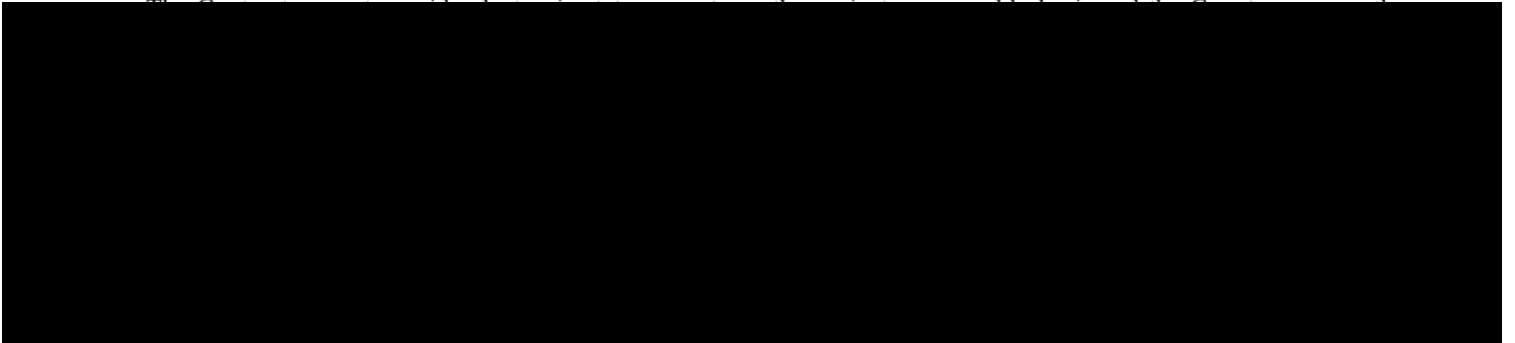
A. PROJECT MANAGEMENT



B. STATUS MEETINGS



C. STATUS REPORTS



D. PROJECT PLAN

The Contractor shall successfully design and execute a proposed project plan that manages the project to a timely conclusion, and on or under budget implementation, meeting the specified requirements. The proposed project plan shall include:





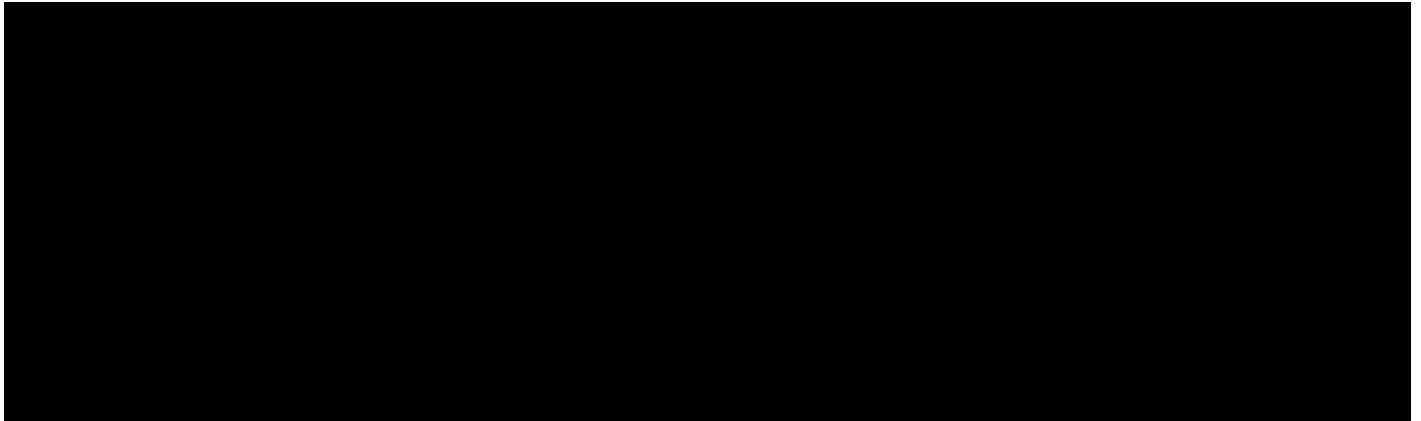
The Contractor and the County will determine if the timeframe and scope of work for this project will meet the time requirements of the County before the start of the project.

The County intends to participate directly in configuration (with guidance), documentation and testing in order to maximize the knowledge transfer of system configuration and functions from the Contractor.

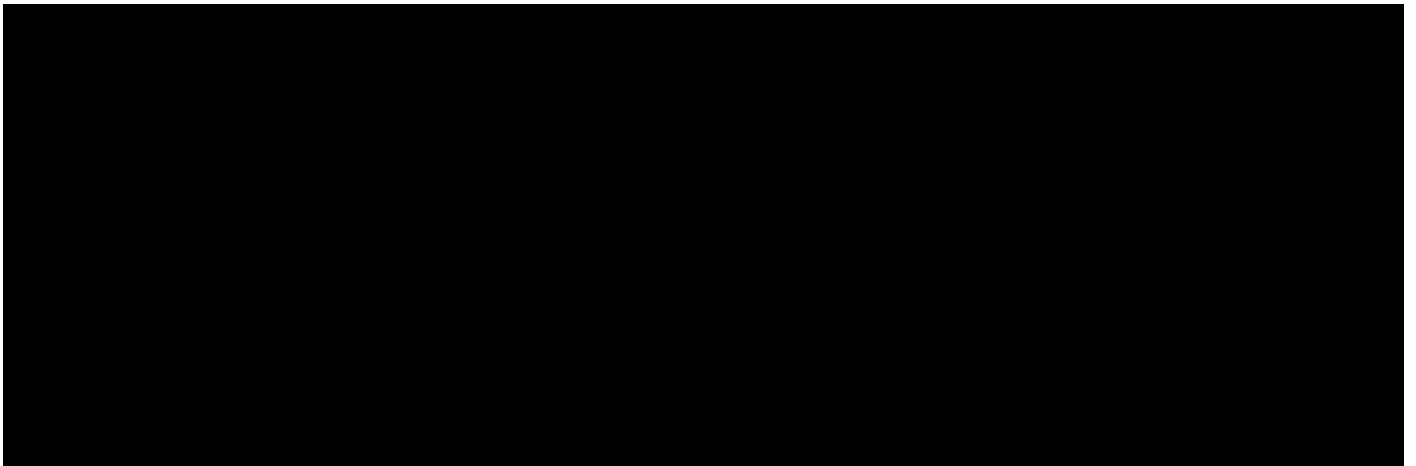
II. REQUIREMENTS

Detentions Telecommunications Requirements:

A. INSTALLATION



B. SUPPORT



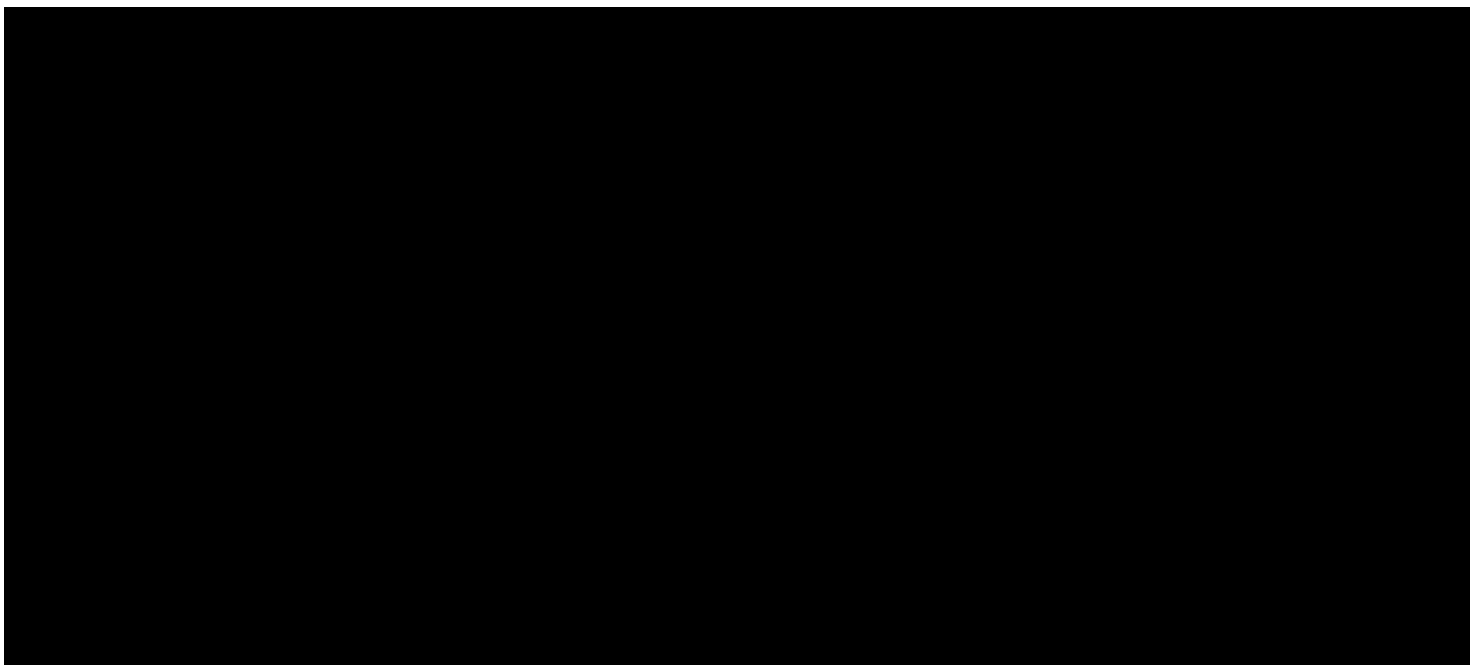


C. RATES AND COMMISSIONS

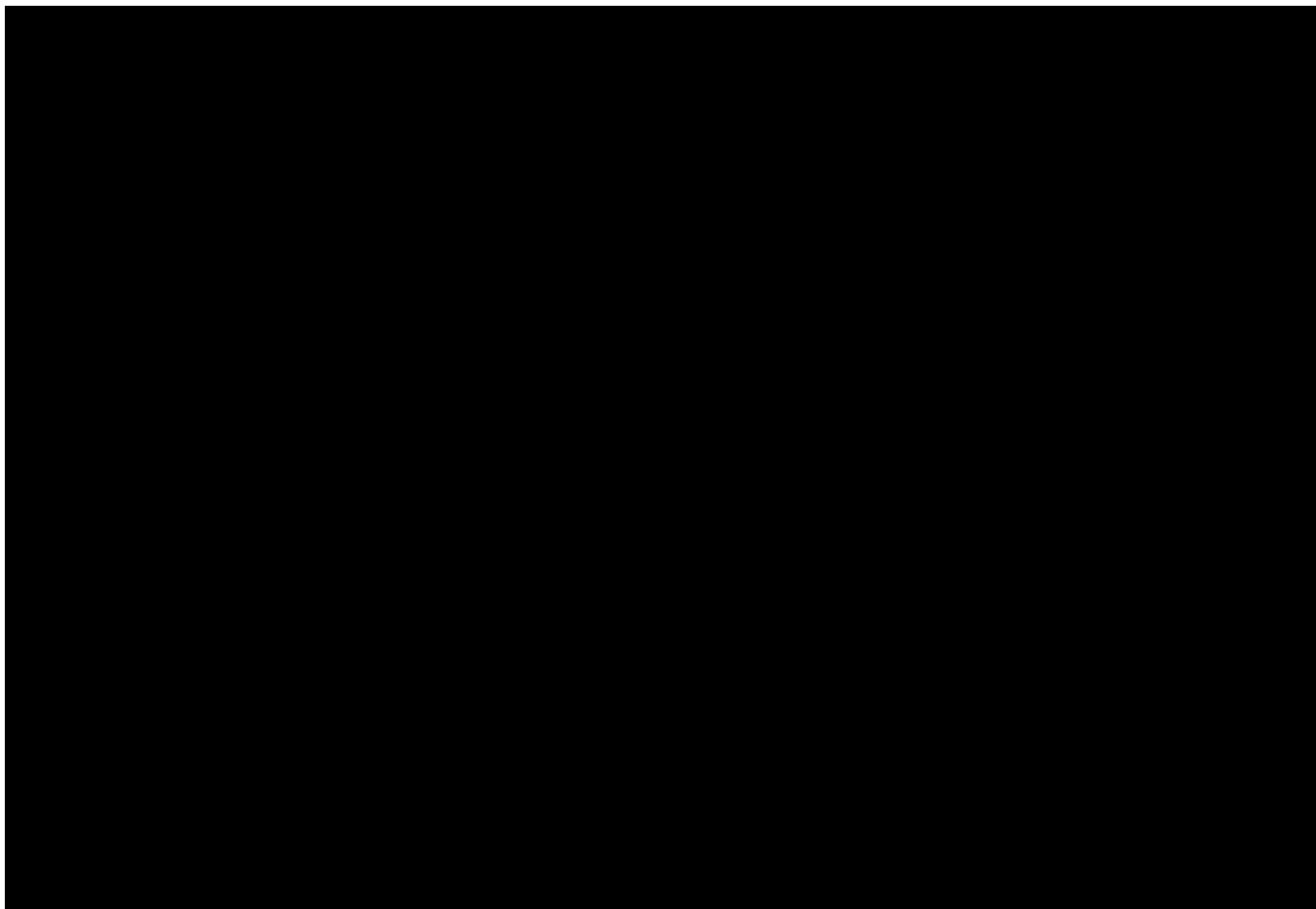
- a. A copy of the current rates shall be on file with the Arapahoe County Sheriff's Office at all times.
- b. The Arapahoe County Sheriff's Office must be notified, in writing, of any proposed increases or decreases in the rates charged and that rates comply with applicable FCC regulations.
- c. The County MUST approve increases/decreases in rate(s) prior to any change.
- d. Any change in fees (increase/decrease) which is not approved by the Arapahoe County Sheriff's Office in writing in advance of the change shall be grounds for termination of the contract.
- e. The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, uncollectible and/or unbillable calls. No deduction shall be made for any cost of providing the service described. COMMISSION INFORMATION MUST BE OUTLINED IN DETAIL BY EACH TECHNOLOGY PRODUCT AND SUBMITTED WITH THE RFP RESPONSE.
- f. Commissions shall be paid MONTHLY and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:
- g. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty.
- h. The Contractor must provide an alternative billing option to called parties who are categorized as un-billable by virtue of their selection of an alternative local carrier for service.
- i. The system proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll-free number to call for information or account set-up, this MUST NOT be the only alternative.
- j. Called party account set-up must include various payment options such as: credit card, electronic check, Western Union, etc.
- k. The Contractor must be able to interface with Aramark's CORE Banking to allow the inmates to order phone time on the kiosks and charge to their account.
- l. The Contractor must allow any Trust funding or inmate debit account monies for unused phone time to be credited back to an inmate's account immediately upon their release.

D. TECHNICAL

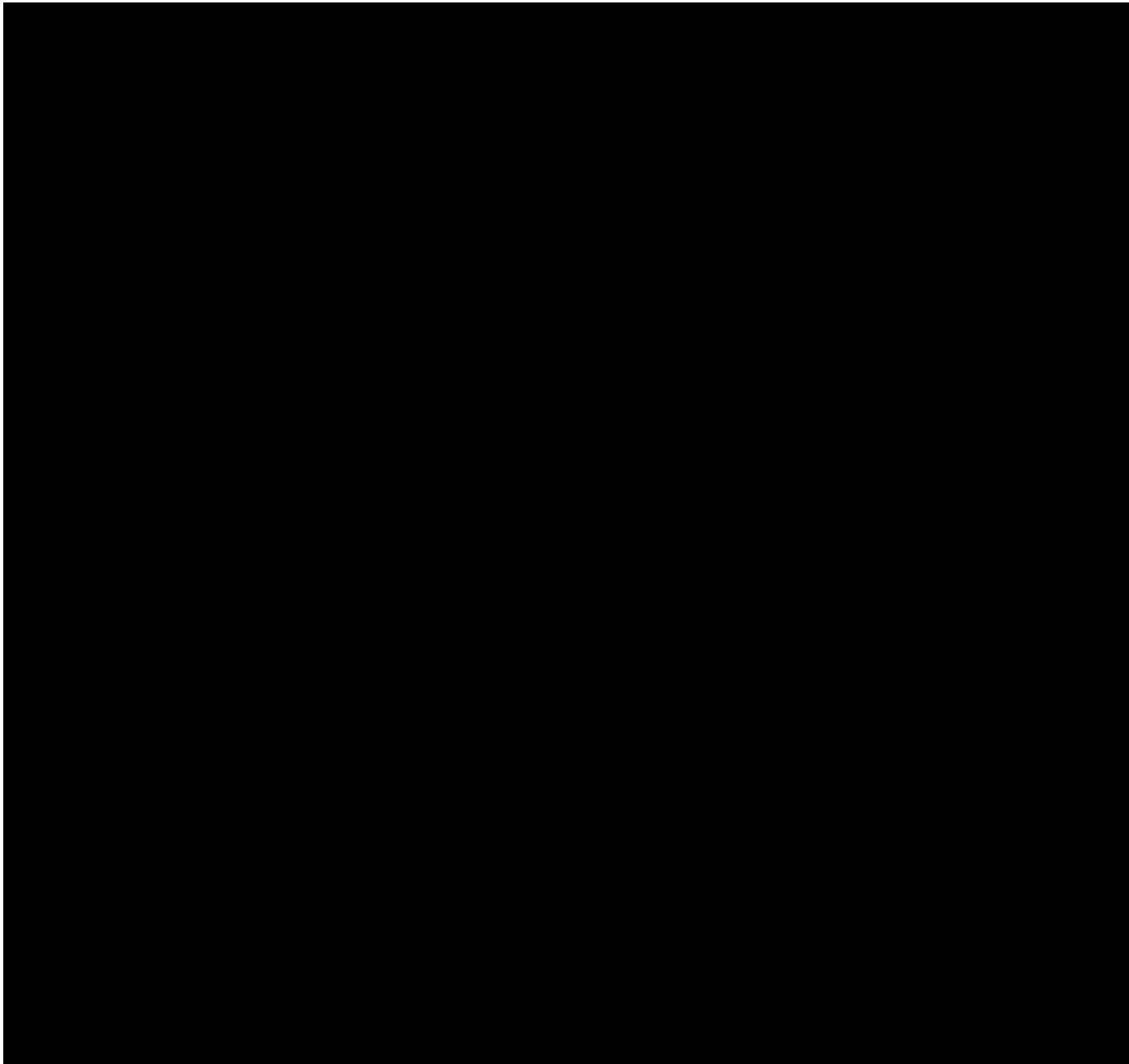




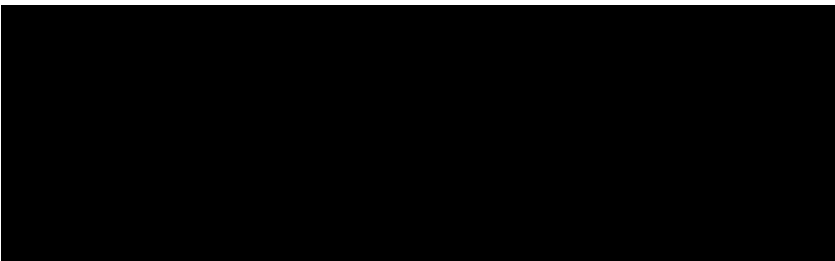
E. SECURITY



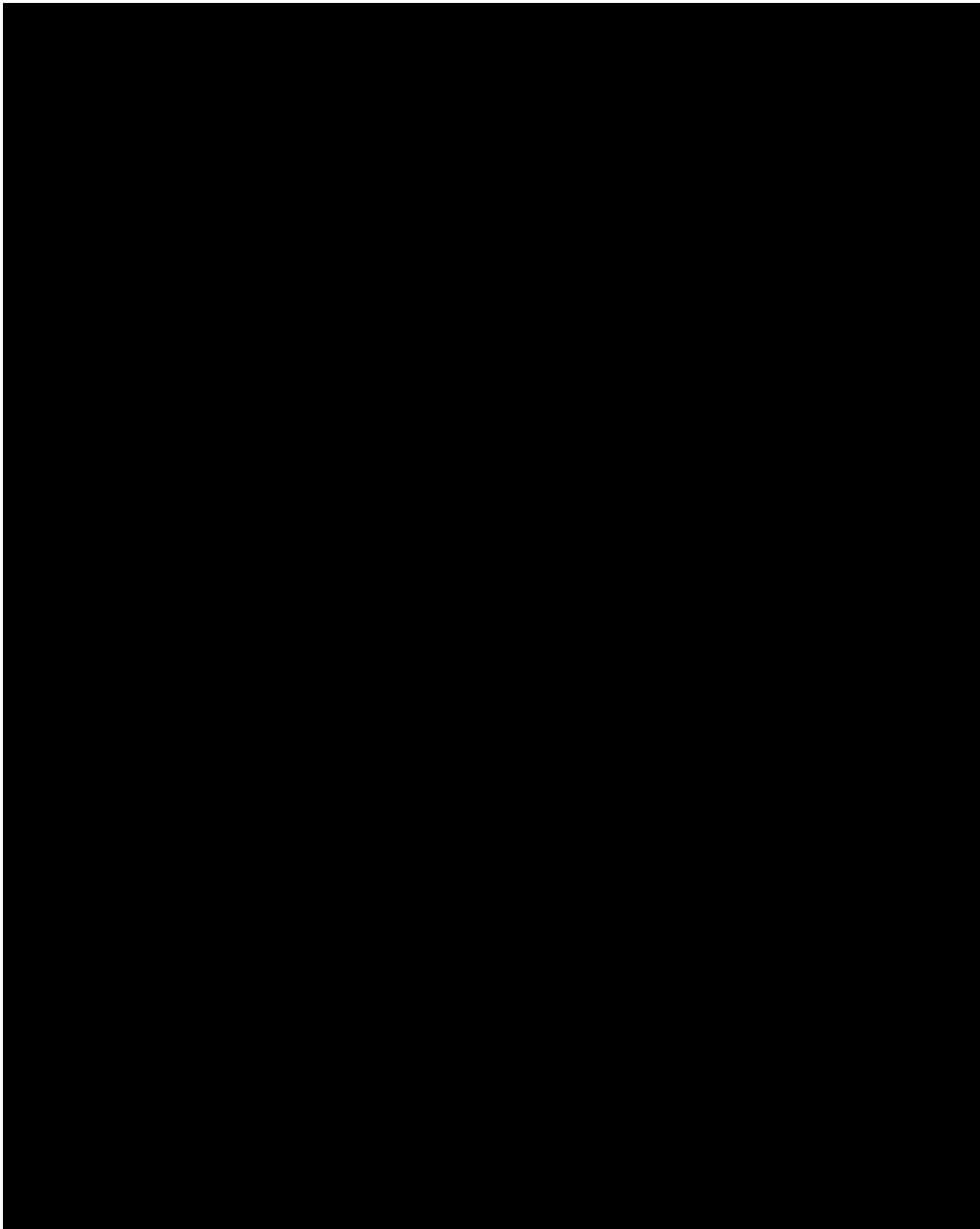
F. EQUIPMENT

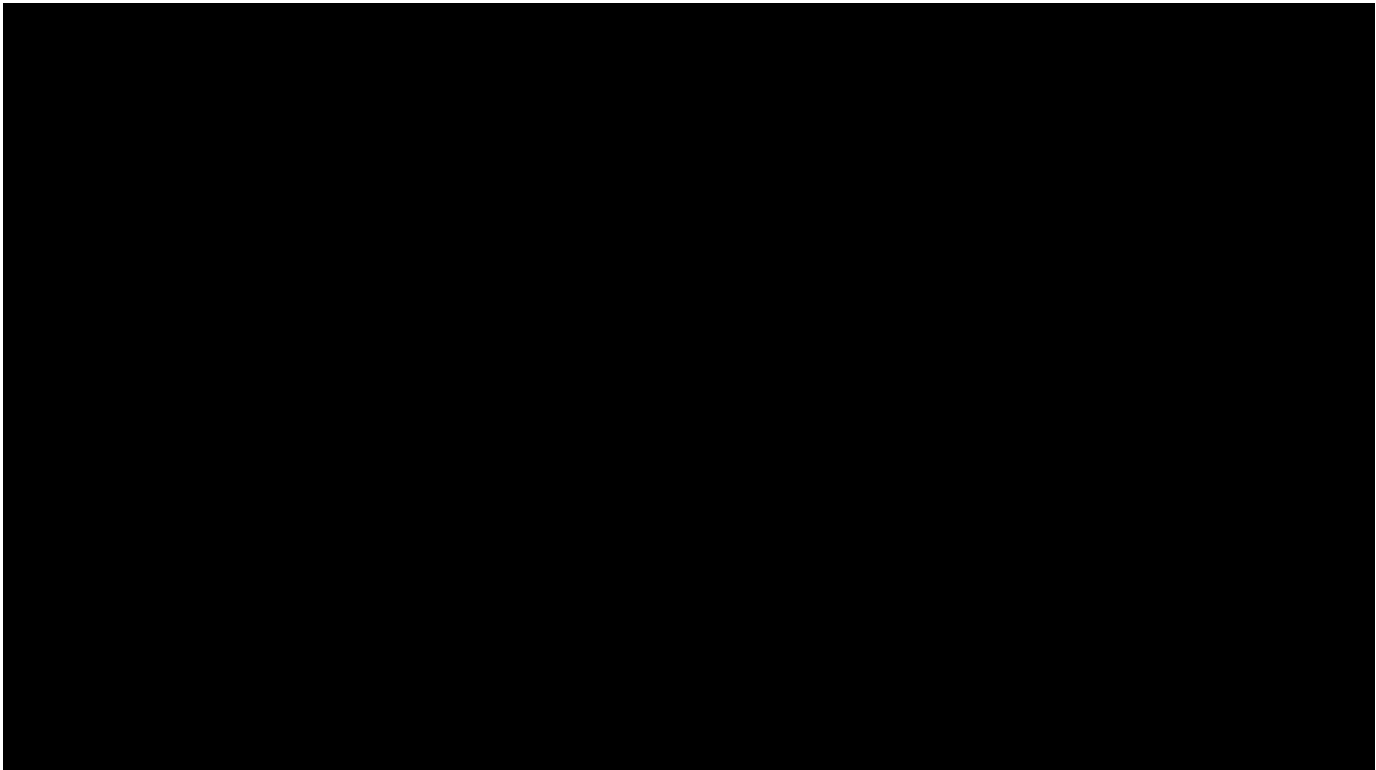


III. DELIVERABLES



Note all documentation-based deliverables will be provided using the Microsoft Suite of products unless specifically agreed to by the Contractor and County in writing in advance of delivery.



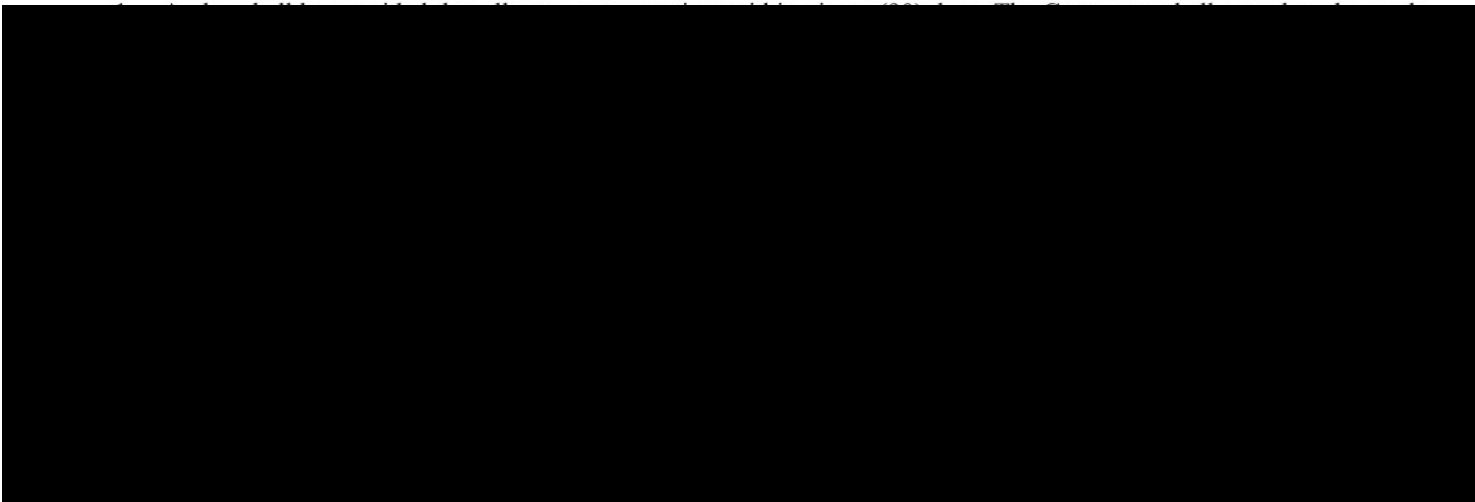


IV. SERVICE REQUIREMENTS

A. END-USER PAYMENT OPTIONS

1. Provide all payment/deposit methods and the process for applying payments for the purpose of any of the inmate communication services.
2. Provide a process by which end-users can make pre-payments for a specific phone number, pre-paid collect account, or inmate account for any of the inmate communication services.
3. Provide a timeframe for funds to post and become available for use by the inmate or end-user/visitor.
4. Taxes and fees are applied to all payments.

B. CHANGE-OVER OF SYSTEMS



C. REVENUE

Contractor will state the calculation used to determine revenue to be earned by the Sheriff's Office, within the following mandated parameters:

1. Calls are to be station-to-station only.
 - a. Rates and charges to billed parties must not exceed Federal Communications Commission station-collect charges (time of day discounts apply) for Intra-LATA calls or station-collect charges (time of day discounts apply) for Inter-LATA calls.
 - b. Commissions are to be paid on total gross billed revenue, not collected revenue.
 - c. Contractor shall provide all complete transparency on rates & commissions.

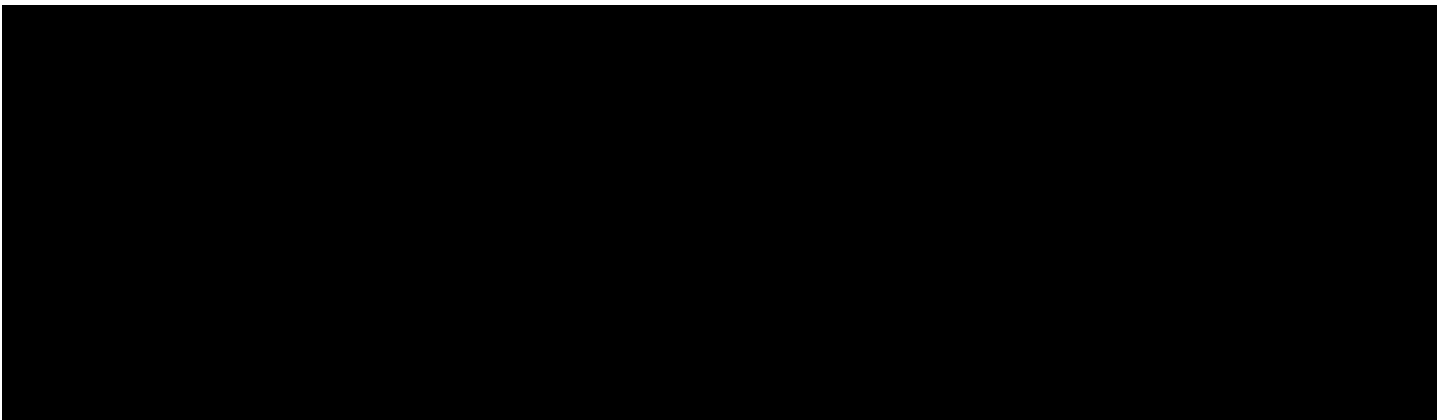
Provide a list of types of fees collected from users and any other associated amounts collected, and the interval which the fee is collected.

If the calculation or percentage changes over the course of the contract, the Contractor shall state the terms of such change and notify ACSO prior to any change. A sample shall be presented to show the calculation, including any and all factors or variables that may impact revenue.

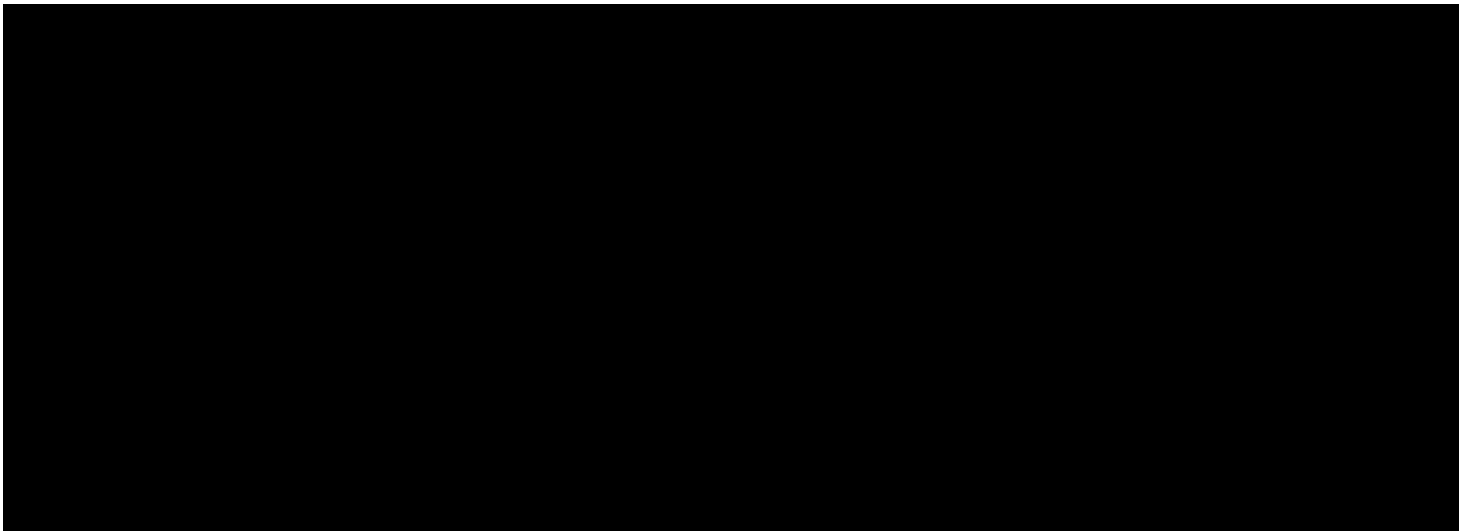
Revenues will be paid monthly by check payable to the Arapahoe County Sheriff's Office. An activity report documenting revenue calculations shall accompany each check.

The Contractor is responsible for all uncollectible debt on calls completed. Unpaid bills shall not affect the ACSO's revenues.

D. DISASTER RECOVERY PLAN



V. NETWORK REQUIREMENTS



2. **Time of Performance.** The services of the Contractor shall commence (place an "X" in one):

As of the date of this Agreement.

As specified in a Notice to Proceed to be provided by the County.

As of the following date: The services of the Contractor will start as of the date of signature of the Agreement.

Commissions will not be paid until the GO LIVE date which is currently estimated to be August 1, 2021.

The services of the Contractor shall be completed, or shall end, by February 29, 2024 with the option to extend for four one-year periods.

3. **Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (place an "X" in one):

Lump sum due upon completion: .

Hourly rate of (to be billed monthly).

Other: Pricing and Arapahoe County commission rates are included in Exhibit B.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$0.00.

4. **Addresses for Notices.** The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
13101 E. Broncos Parkway
Centennial, CO 80112

To the Contractor: Global Tel Link Corporation
3120 Fairview Park Drive
Falls Church, VA 22042-4570



5. **Cyber Liability Insurance.** Cyber Liability Insurance is required (check box only if it is required). The required minimum amount of coverage is not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

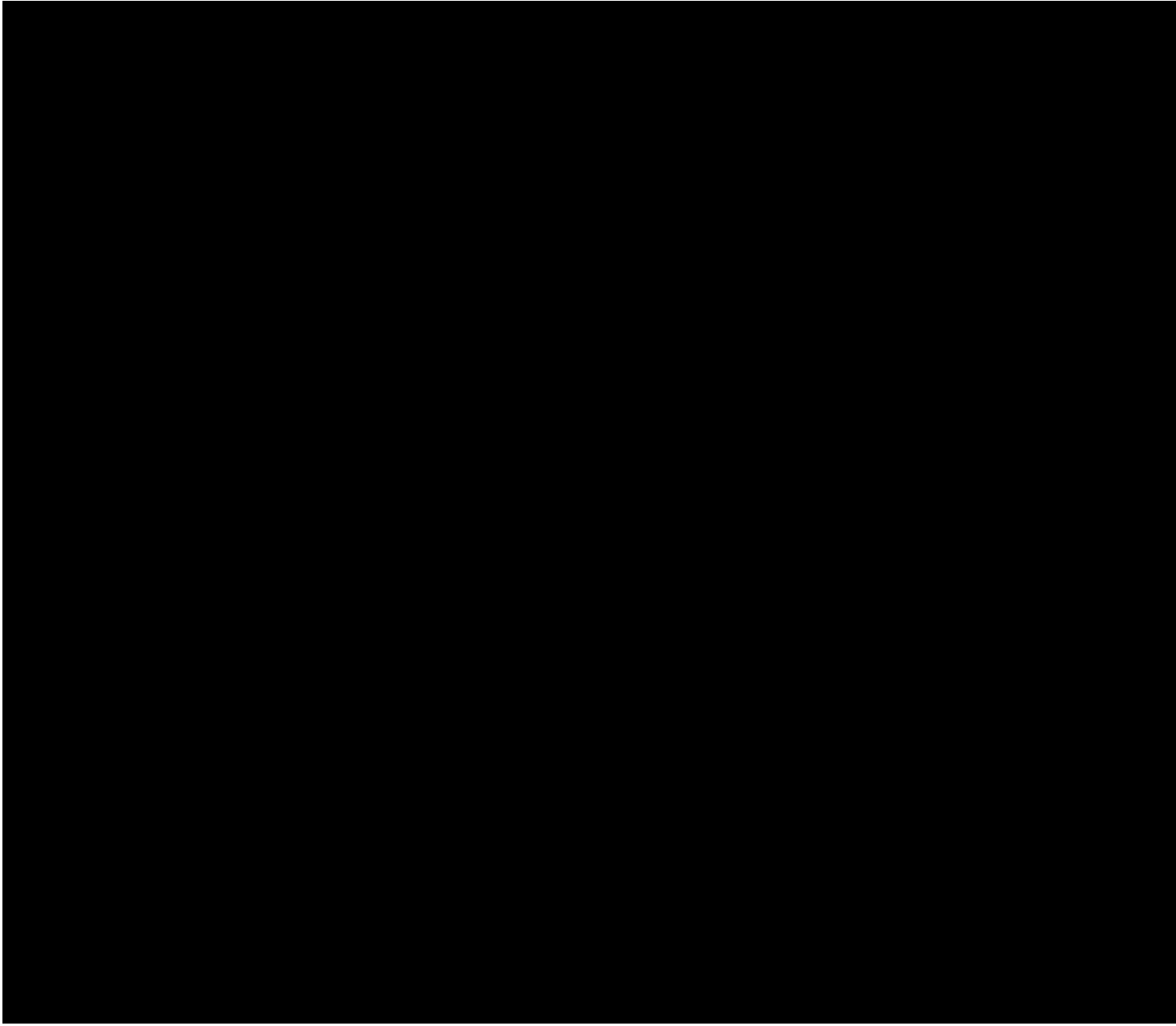
The requirements of this provision shall apply to the Contractor and to all subcontractors.

6. **Special Conditions.** (place an "X" in one).

No special conditions

Special Conditions are as follows:

A. **OPTION TO RENEW FOR FOUR (4) SUBSEQUENT YEARS (MAINTAINING SAME PRICES):** The prices or discounts quoted by the Contractor in its Response shall prevail for the term of the contract, at which time the County shall have the option to renew the contract for four (4) subsequent one year periods, provided, however, that such Contractor will maintain the same prices or discounts that were agreed to in the initial contract. The optional renewal periods shall not exceed four years. Continuation of the contract beyond the initial period is a County prerogative and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.



H. **PROPER IDENTIFICATION:** All Contractor personnel working at Sheriff's Office facilities will be subjected to and must pass a security clearance background check. Clearance process will take up to seven (7) workdays. Contractor is required to submit a list of their selected "on site" employees a minimum of fourteen (14) days prior to beginning work. Selected individuals may be issued an identification card. Control of this ID is the responsibility of the individual. Identification cards shall be surrendered at the completion of the work, at time of termination or as otherwise required by the Contractor. All Contractor personnel shall wear visible Sheriff's Office ID while in the secured portions of the Sheriff's Office facilities.

I. **SCHEDULING:** The hours for work within the Sheriff's Office facilities will be subject to the approval of the Sheriff's Administration.

J. **TRAINING COURSES SHALL BE PROVIDED:**



K. **SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED:** As part of its Response, the Contractor shall be required to identify any and all sub-contractors that will be used in the performance of the contract resulting from this Solicitation. The Contractor shall also identify the capabilities, experience, and portion of the work to be performed by the sub-contractor(s). The competency of the sub-contractor(s) with respect to skill, responsibility and business standing shall be considered by the County when making the award in the best interest of the County.

L. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issues its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certifications as required by the Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental agency and the Contractor as a result of this solicitation.

M.



N. Based on the multi-year guarantee, the following termination clause supersedes the above on page 1, section 4, item A.

a. Termination of Agreement.



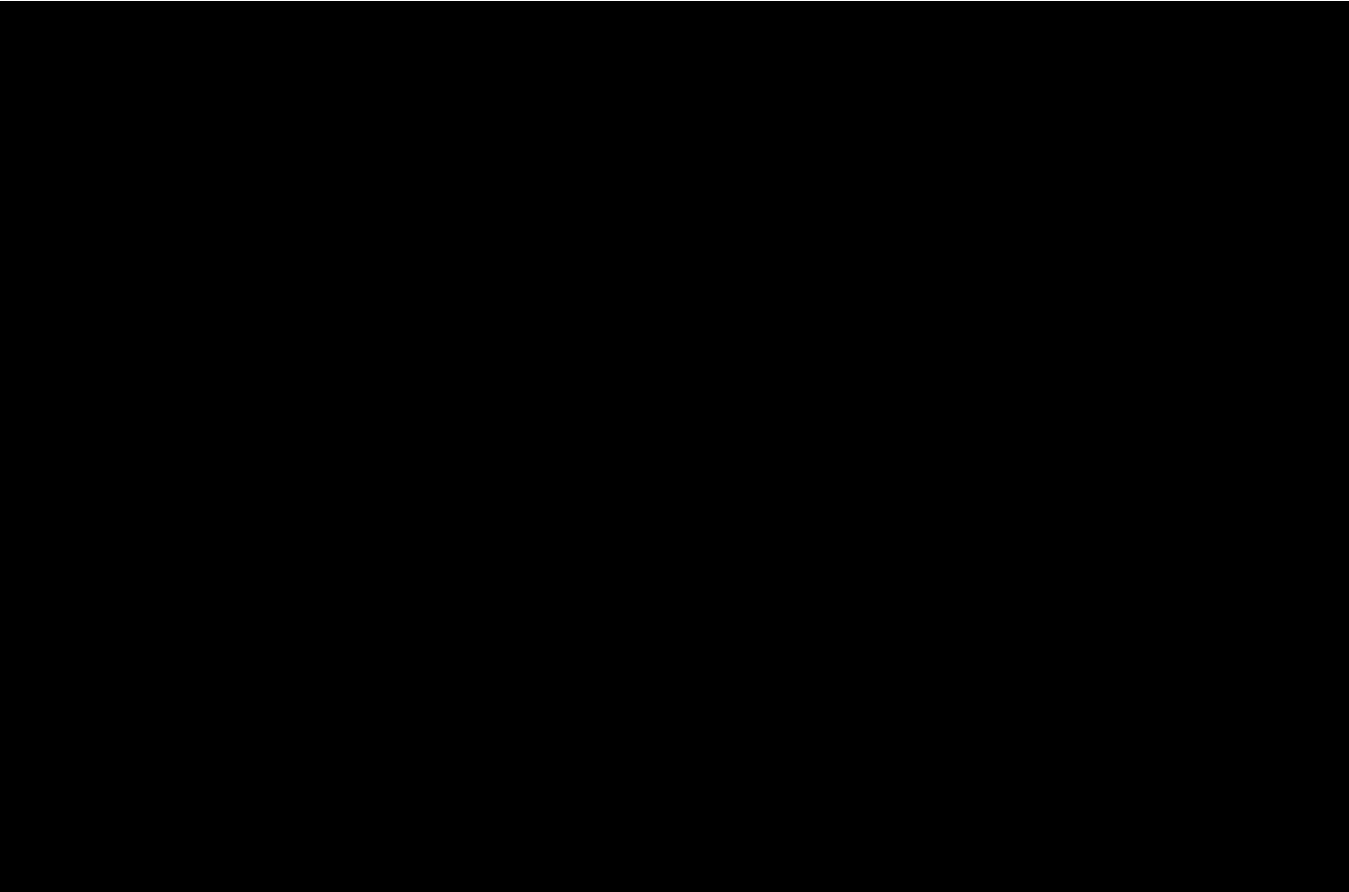
EXHIBIT B to Agreement between the County and Global Tel Link Corporation.
Project Number or Name: RFP-20-54 INMATE TELECOMMUNICATION SERVICES

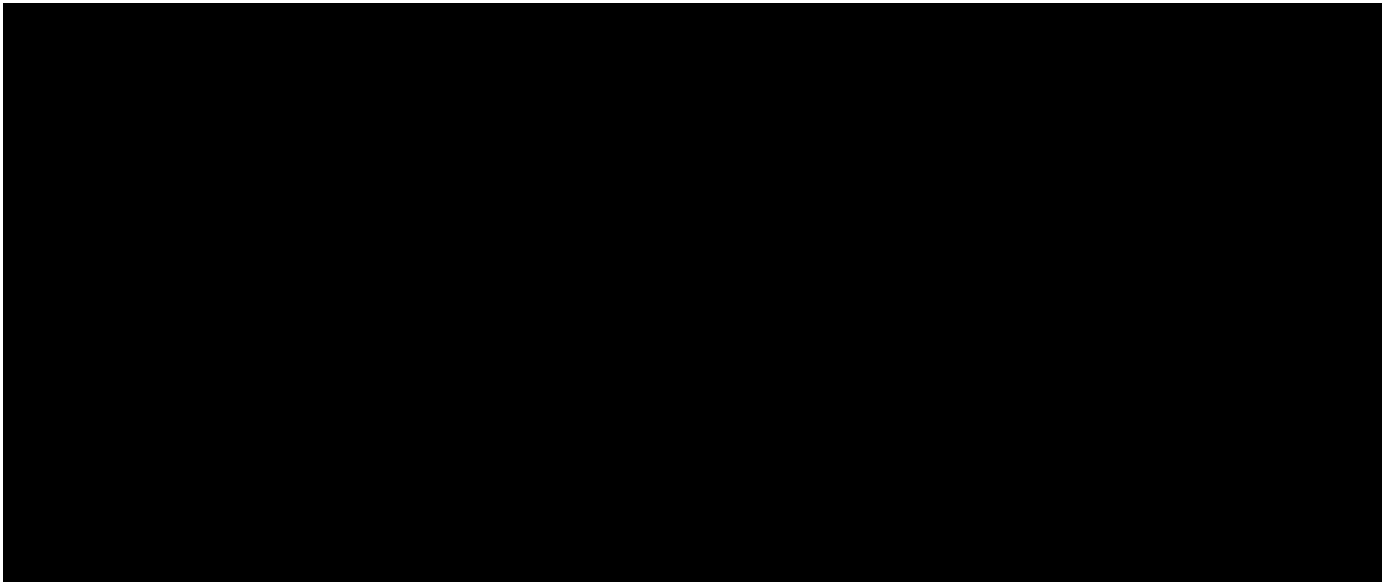
Arapahoe County Detention Facility will utilize Option One based on the following:

GTL Pricing Overview

Because of our industry experience, your support and input, GTL has been able to reveal areas of opportunity to increase efficiencies and revenue for Arapahoe County Sheriff's Office. GTL understands that rates and commissions are a community decision and for that reason we are pleased to present two (2) unique financial offers, while expanding the advance technology and services we will provide. In the offer below is a balance of proven state-of-the-art technology, additional investigative tools coupled with fair calling rates for Arapahoe County, and **one free five minute call per week to every inmate while decreasing calling rates to the called party.**

GTL is presenting two offers that fully comply with Arapahoe County's requirements. The first offer will provide standard phones on the wall, with tablets for all other services required. The commission rate for phone calling on standard phones and the tablets will be at 65%, with Tablet usage content and Video Visitation commissions at 25%. We are adding to our offer to increase commissions on the phone services on both the standard phones and calling via the tablet to 80% once your ADP increases to normal 1,000 ADP levels (Pre-Covid).





Total All-Inclusive Commission

Technology/Product Offered	Description of how commission is calculated; i.e. per call, per text, per minute, etc.	Commission	Rate	Comments
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Phones [REDACTED]			Rate	
Telephone Call	Per minute	\$ 0.1040	\$0.16	Phone Commission increase for this solution to \$0.128 once ADP increases to 1000 or greater

[REDACTED]				
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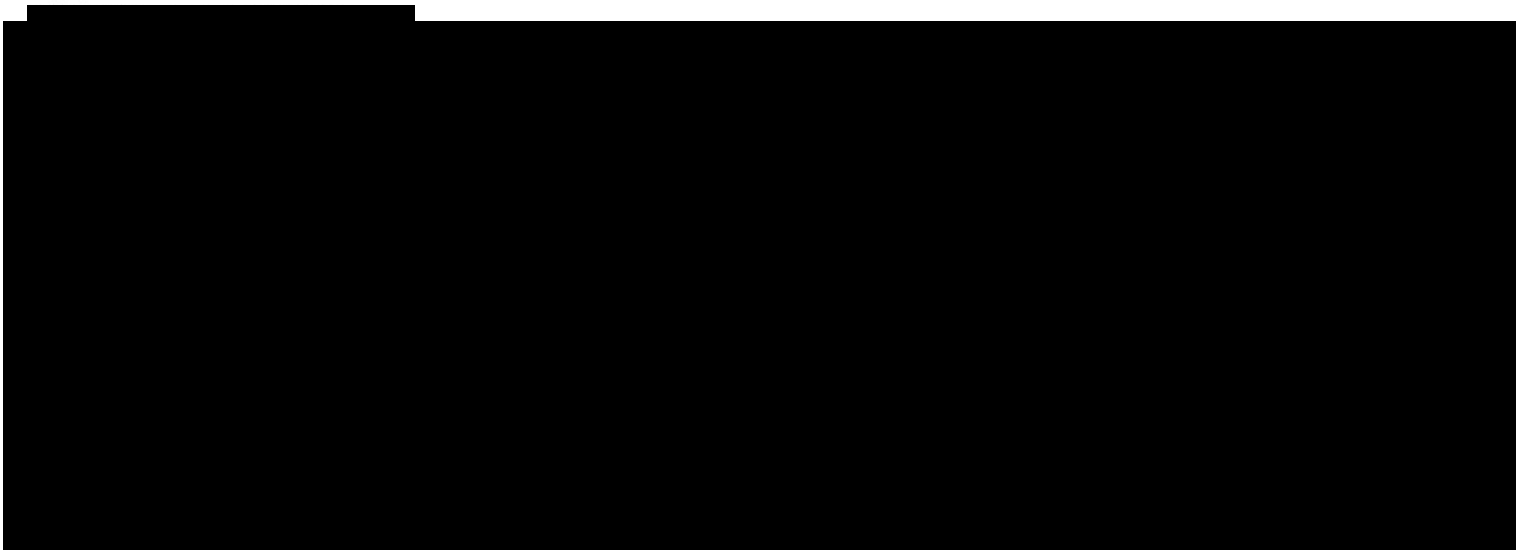
[REDACTED]				
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FCC Approved Deposit/Billing Fees				
Certified Check & Money Order Mailed to GTL	Per Deposit	\$	-	
IVR/Web/Auto Reload/Kiosk	Per Deposit	\$	3.00	
Live Operator	Per Deposit	\$	5.95	
Third Party Financial Transaction Fees	Per Transaction	Exact Fee Charged by Third Party varies by third party		Charged by third parties including, but not limited to, MoneyGram, Western Union, credit card processing, and transfers from commissary accounts. Fees do not include any markup by GTL. Third party financial transaction fees may be in addition to other fees as applicable to the transaction choice.

Federal & State Assessed Fees				
Federal Universal Service Fund (FUSF)	Per FCC	Per Interstate Call		Federal Universal Service Fund percentages change as prescribed by the FCC. GTL passes-through FUSF fees based on the prescribed percentage of interstate calling. The fee is applied to each interstate call made by the Customer and remits the amount to the applicable government agency.

State Universal Service Fund (SUSF)	Per SUSF	Per intrastate Call	State Universal Service Fund percentages change as prescribed by each state authority. GTL passes-through SUSF fees based on the prescribed percentage and intrastate calling. The is applied to each intrastate call made by the Customer and remits the amount to the applicable government agency.
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Equipment Count



19 October 2021

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

**Arapahoe County Attorney
5334 South Prince Street
Littleton, CO 80120-1136
Email Address:**

**COPY:
Arapahoe County Sherriff's Office
13101 E. Broncos Parkway
Centennial, CO 80112**

Re: Change to International Inmate Telephone Service Rates

Dear Sir or Madam:

Global Tel*Link Corporation ("GTL" or the "Company") and the **Board of County Commissioners of the County of Arapahoe, State of Colorado** (the "Premises Provider") are parties to a certain **Agreement for Services dated March 1, 2021** as amended from time to time (the "Agreement").

Effective October 26, 2021, GTL must make certain changes to inmate telephone service rates and ancillary service charges mandated by the Federal Communications Commission ("FCC") Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking issued in WC Docket No. 12-375 on May 24, 2021 ("FCC Order").

The only changes required by the FCC Order that affect the Agreement are those related to international inmate telephone service rates. The law requires the Company to implement the new international inmate telephone service rate caps or face steep penalties imposed by the FCC for failure to comply with the law. Consequently, based on the change in law, the Company will implement the following changes effective October 26, 2021:

1. In compliance with the FCC Order and FCC Rule Section 64.6030, effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international inmate telephone service ("ITS") will be:

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth in the Agreement **\$0.16 per minute** plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.



No per call, per connection, or flat-rate calling charges shall apply to international ITS per minute of use calls.

The international ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Company in connection with such programs.

We look forward to continuing to work with you and support you and the community you serve. We are ready to work with you at your convenience to finalize an amendment to the Agreement to the extent necessary. Thank you for your cooperation on this matter.

Sincerely,



Eileen Tobin
Director, Contracts Administration
Global Tel*Link Corporation
Eileen.Tobin@gtl.net