

SAINT LAWRENCE COUNTY CONTRACT

St. Lawrence County
OFFICE OF THE COUNTY ATTORNEY
48 Court Street
Canton, New York 13617-1194
Telephone: (315)379-2269; FAX: (315)379-2254

STEPHEN D. BUTTON
County Attorney

ALISON B. APPLEBY
Deputy County Attorney

September 25, 2020

Mr. George Dahlbender
Inmate # 01A0341
Green Haven Correctional Facility
594 Rte 216
Stormville NY 12582

Re: Freedom of Information Law Request

Dear Mr. Dahlbender:

In accordance with your request for records enclosed please find the following:

1. Global Tel Link Corporation Service Agreement
2. Amendment to the Inmate Telephone Services Agreement
3. Addendum to St. Lawrence County Sheriff's Office

You may appeal any part of this decision by filing an appeal with the FOIL appeal officer, Amy Dona, Esq., at the Office of the Conflict Defender, 48 Court Street, Canton NY 13617.

Sincerely,

Stephen D. Button/mz

Stephen D. Button
County Attorney

Mz
Enc

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF CHEMISTRY

MEMORANDUM FOR THE RECORD
DATE: 1954
SUBJECT: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>



INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and St. Lawrence County Correctional Facility, with an address at 17 Commerce Lane, Canton, NY 13617 ("Premise Provider").

1. **Term.** This Agreement shall be in effect for five (5) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephone enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or repaired, located at: 17 Commerce Lane, Canton, NY 13617 (Facility) and all other facilities under the control of the Premise Provider.

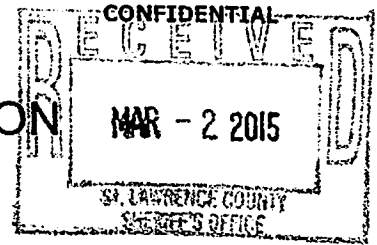
The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain the property of the Company. The Company reserves the right to remove or relocate equipment if it is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unless it notifies the Premise Provider in writing of its intention to remove or relocate the equipment to such action. Upon removal of equipment by the Company, the Company shall restore the premises to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the installation of equipment described herein. The Premise Provider may not make any attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. **Services.** At no cost to the Premise Provider, the Company shall provide all management services to implement this Agreement; and shall be responsible for furnishing, installing, repairing and maintaining the Equipment; the establishment (if and to the extent required by the Company) and operation of the payphone and automated operator services provided by the Company; the payment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all collection, billing, outclearing and collection services; and the handling of all billing and other inquiries, control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

Compensation. Remuneration shall be fifty-five percent (55%) of the gross revenue billed or prepaid for all phones covered by this Agreement for intra-state calls. Gross Revenue shall mean all revenue

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2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 17 Commerce Lane, Canton, NY 13617 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. **Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

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generated by every completed intra-state call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) interstate calls and (v) any amount Company collects for, or pays 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 Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

St. Lawrence County Sheriff's Office
48 Court Street
Canton, NY 13617

5. **Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. **Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. **Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.
- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. **Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

9. **Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:
Global Tel*Link Corporation
12021 Sunset Hills Road
Suite 100

To Premise Provider:
St. Lawrence County Correctional Facility
17 Commerce Lane

Reston, Virginia 20190
Phone: (703) 955-3915
Fax: (703) 435-0980
ATTN: Legal Department

Canton, NY13617
Phone: 315-379-2365
Fax: 315-379-2435
ATTN: Sheriff Kevin Wells

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of New York.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

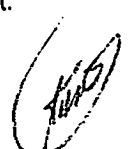
13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.



18. **Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. **Dispute Resolution.** Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in New York. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Reston, Virginia, USA. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

22. **Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 20th day of July, 2014.

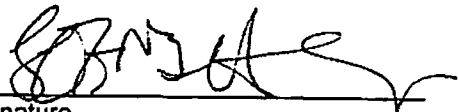
February 2015
AME

Company

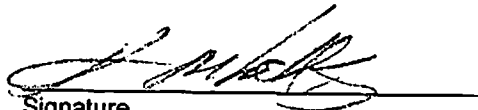
Global Tel*Link Corporation

Premise Provider

St Lawrence County Correctional Facility


Signature

Name: Jeffrey B. Haidinger
Title: President & COO


Signature

Name: Kevin Wells
Title: Sheriff

AME

**Addendum to St. Lawrence County Sheriff's Office
Correctional Facility**

THIS ADDENDUM for Tablet Implementation is made and entered into by and between the St. Lawrence County Correctional Facility and Keefe Commissary Network, with principal offices located at 10880 Lin Page Pl. St Louis, MO, 63132 ("Provider"). Provider and the St. Lawrence County Correctional Facility are referred to herein jointly as the "Parties".

WHEREAS, the Parties have previously entered into a Commissary Services Agreement (the "Agreement") dated the 1st day of December, 2007, pursuant to which Provider provides inmate commissary services for the St. Lawrence County Correctional Facility.

WHEREAS, Provider has identified a business to offer a tablet technology service, in conjunction with subcontractor (Telmate LLC), for use by St. Lawrence County Correctional Facility inmates, known as the Secure Inmate Tablet program; and

WHEREAS, the St. Lawrence County Correctional Facility wishes to engage in this service; and

WHEREAS, the Agreement shall only be modified by written notification and agreement by both parties.

NOW, THEREFORE, in consideration of the mutual benefits to be received by the Parties to this Addendum, the Parties agree as follows:

1. Provider will supply an additional service at the Correctional Facility under the terms of the Agreement, which service is known as and referred to herein as the Secure Inmate Tablet program.
2. The Secure Inmate Tablet program is described in Exhibit A which is attached hereto and by this reference made a part of this Addendum. Activation of the Secure Messaging, Video Visitation and Entertainment services will be available for use on all tablets. All tablet services will be made available at the request of the St Lawrence County Correctional Facility. The St. Lawrence County Correctional Facility will retain authority to suspend any tablet services when deemed necessary without breach of this contract.
3. There will be no charges incurred or paid by the St. Lawrence County Correctional Facility for participation in the Secure Inmate Tablet program. Fees charged to inmates using 'paid services' on the tablet, will not exceed \$0.05 per minute unless authorized by the St. Lawrence County Correctional Facility. Approval for such increases will not be

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unreasonably withheld. During the program, Provider will be allowed to run promotions and offer paid services at reduced rates.

4. Upon execution of this Addendum by both parties, Provider will supply, via Telmate LLC/GTL, the following: (i) technical assistance and operational training for St. Lawrence County Correctional Facility employees; (ii) manuals, instructions and technical representatives available via telephone; (iii) a preliminary project plan, including the project team, installation timeline, recommended installation procedures, including as necessary any conversion from existing systems to the tablet system, and (iv) a project management plan which will include locations of service technicians, replacement equipment and response times.

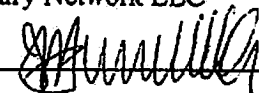
5. Upon signing of this Addendum Trinity Services Group DBA Keefe Commissary Network LLC agrees to pay the St. Lawrence County Correctional Facility 10% (Ten percent) of all money generated by inmates at the Facility using the Telmate Secure Inmate Tablet program. Payment to St. Lawrence County Correctional Facility will be administered using the total monthly usage and invoice provided by Telmate LLC.

6. This Addendum is effective, when signed by both parties and is otherwise subject to all the terms and conditions of the Agreement, which shall remain in full force and effect until one (1) year from the time of signing.

St. Lawrence County Correctional Facility

Keefe Commissary Network LLC

By: 

By: 

Title: SHERIFF

Title: Executive VP/General Manager

Date: 02/27/18

Date: 5/21/18

**AMENDMENT TO THE INMATE
TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of the date of last signature of this Amendment (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company") and the St. Lawrence Correctional Facility ("Premise Provider"), with an address of 17 Commerce Lane, Canton, NY 13617.

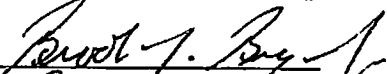
WHEREAS, Company and Premise Provider previously entered into the Inmate Telephone Services Agreement ("Agreement") and the parties would like to further amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

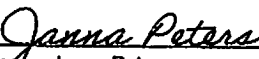
1. The Parties agree to (a) increase the phone commission from fifty-five percent (55%) to eighty percent (80%) upon execution of this Amendment and (b) change all domestic call rates to \$0.20 cents per minute.
2. The Parties agree to extend the term for an additional three (3) years, from February 20, 2021 through February 20, 2024. Thereafter the Agreement shall renew annually.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

**ST. LAWRENCE
CORRECTIONAL FACILITY**

By: 
Name: Brook J. Bigwank
Title: Sheriff - SLC
Date: 05/27/2020

GLOBAL TEL*LINK CORPORATION

By: 
Name: Janna Peters
Title: Director of Contracts & Procurement
Date: May 28, 2020