

**AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT**



THIS AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT (“Amendment”) is entered into as of December 1, 2015 (the “Effective Date”), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 (“Company”) and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, having its principle offices located at 1010-56th Street, Kenosha, WI 53140 (“Premises Provider” or “County”) and collectively, the “Parties.”

WHEREAS, Company and County previously entered into that certain Professional Services Contract dated as of December 1, 2010 (the “Agreement”) and

WHEREAS, the Federal Communications Commission (“FCC”) issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 (“FCC Order”), which mandated rates and charges for inmate telephone services, certain ancillary fees, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below;

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 extend the Agreement for an additional three (3) year term, commencing on December 1, 2015 and terminating on December 1, 2018.
2. Company agrees to provide County with voice biometrics, ICMv keyword search, Data IQ for Company’s data only, Called Party IQ, Phone IQ, BNA, and Inmate Voicemail at a rate of two dollars (\$2.00) for a one (1) minute message. Company also agrees to provide up to \$5,000.00 toward the cost of a new inmate telephone-jail management software interface.
3. Upon the date the rates, charges and fees mandated by the FCC Order for Jails take effect, the rates and charges for interstate and intrastate inmate telephone services (“ITS”) calls and associated transaction fees (“Transaction Fees”) set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate and intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.16 per minute of use.

The rates charged are exclusive of taxes, and other amounts collected by 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 Company in connection with such programs.

Transaction Fees.

The Company may charge certain Transaction Fees. The Transaction Fees are:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

Single-Pay Billing Arrangements. The Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using their debit or credit card or to bill the cost of a single ITS call to their mobile phone account. When a consumer chooses to pay for a single ITS call using either of these methods, the charge shall be any applicable transaction and third-party provider fees and charges, plus the applicable ITS per-minute rate set forth above.

4. Effective from the date the ITS call rates and charges, and the Transaction Fees are revised to comply with the requirements of the FCC Order, the commission payable to the Department under the Agreement shall be one cent (\$0.01) per minute on completed inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed inmate call, and shall replace any and all commissions, revenue compensation, or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.
5. The first two “paragraphs of Section 15 of the Agreement are hereby deleted in their entirety and replaced with the following:

“**Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except that the Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any parent, successor (including an acquiror of all or substantially all of the assets of the Company), subsidiary, or affiliate of the Company without the consent of the Premises Provider; provided, further, that the Company shall remain liable for any failure of any of its assignees to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) the Company or (ii) a permitted assignee of all or some of the rights and/or obligations under this Agreement shall not constitute an assignment requiring consent of the Premises Provider for purposes of this Agreement. If Kenosha County permits the use of subcontractors, the following will apply:”

6. The following Paragraph is hereby added to the Agreement as Paragraph 23:

"Taxes and Fees. The collection and payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

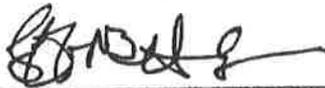
7. The following Paragraph is hereby added to and made part of the Agreement as Paragraph 24:

"Service Schedules. Any GTL Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement. For purposes of this Agreement, the term "GTL Affiliate" means any entity that controls, is controlled by or is under common control with Global Tel*Link Corporation."

This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Global Tel*Link Corporation

By: 
Name: Jeffrey B. Haidinger
Title: President & COO
Date: 2/22/16

**Premises Provider
Kenosha County, Wisconsin**

By: 
Name: David G. Beth
Title: Sheriff - Kenosha County, WI
Date: 1/21/2016

KENOSHA COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") entered into this 1ST day of DECEMBER, 2010 and between **Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, VA 20190** (hereinafter referred to as "Contractor") and **Kenosha County**, a municipal corporation and political subdivision of the State of Wisconsin having its principle offices located at 1010 - 56th Street, Kenosha WI 53140, (hereinafter referred to as "County"). This document and **Addendum A Ethics Compliance Addendum and Addendum B Equipment List** constitute the entire agreement. **Wherever the terms and conditions of any addendum are in conflict with this agreement, the agreement shall prevail.**

1) **SCOPE OF SERVICES:**

- a) **Equipment.** This Contract applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Contractor as listed on Addendum B (listing the combined equipment at both facilities) at the time of execution of the Contract or during the term of this Contract, whether existing, newly installed or renovated, located at: 4777 88th Avenue, Kenosha, Wisconsin 53144 and 1000 55th Street, Kenosha, Wisconsin 53140 (collectively "Facility") and all other facilities under the control of County. The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment and material, including but not limited to what is listed in Addendum B, guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Contractor are installed upon the premises owned or controlled by County or any of its agencies or affiliates, such property shall remain in all respects that of the Contractor. The Contractor 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 Contractor shall not exercise such a right of removal or relocation unreasonably. The Contractor will notify the County in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Contractor, the Contractor shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Contractor 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 County may not make alterations or attachments to the Equipment provided under this Contract, unless otherwise mutually agreed upon by all parties. Equipment provided under the terms of this contract is listed in Addendum B of this contract. This list of equipment may be modified from time to time upon mutual agreement of both parties.
- b) **Services.** At no cost to the County, the Contractor shall provide all management services necessary to implement this Contract; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Contractor) 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 Contractor; 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 Contractor's obligations under this Contract. The Contractor reserves the right to control unbillables, bad debt and fraud.
- c) **Revenue Compensation.** Remuneration shall be sixty three percent (63%) of the gross revenue billed or prepaid for all phones covered by this Contract, paid by Contractor to the County. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Contractor. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Contractor 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 Contractor in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the County unless written objection is received by the Contractor within three hundred sixty five (365) days of receipt of commission payment by the County. Commission payments will be delivered to the address listed in this Section, which may be changed by County from time to time upon notice to Contractor in accordance with terms of the notice provision of this Contract.

Commission Payment Address:
Kenosha County
1000 55th Street
Kenosha, Wisconsin 53140
Attn: Nancy Otis

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 County. The following information will be provided for each location by telephone number:

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

- d) **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 Contract shall entitle the Contractor to, at its option, renegotiate or cancel this Contract.

2) **FURTHER ASSURANCES:**

During the term of this Contract, including any renewal period(s), County agrees to:

- a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Contractor.
- 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 Contractor employees or representatives, patrons, or consignees.
- d) County represents and warrants that it has legal authority to enter into this Contract and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility (as referenced in Addendum B); and agrees that during the term of this Contract, including any renewal period(s), the Contractor shall have the exclusive right to provide inmate telephone service at the Facility provided, however, that the Contractor may choose not to exercise this exclusive right.
- e) During the term of this Contract, County agrees it will not allow other inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate County's expansion at its present or future location(s) during the term of this Contract and any extensions of this Contract.
- f) Stipulate that Contractor has no responsibility to advise County with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County will be solely responsible for any liability, damages, costs, and expenses relating to any claims by any person arising out of failure of the County to comply with such applicable law, regulation or guideline.
- g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Contractor to County under this Contract are the exclusive property of the County for the term of this Contract and any resulting extensions of this Contract.

3) **TERM OF CONTRACT:**

This Contract shall take effect on the date first indicated above and shall be in effect for a period of five (5) years following the Effective Date.

to 12/1/2015.

4) **TITLE:**

Title to Equipment hereunder shall be and at all times remain in the Contractor.

5) **RELOCATION:**

Equipment shall not be disconnected or moved by the County from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Contractor.

6) **NOTICES:**

Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Contract 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 Contractor:
Global Tel*Link Corporation
12021 Sunset Hills Road Suite 100

Reston, Virginia 20190
Phone: (703) 955-3910
Fax: (703) 435-0980
ATTN: Legal Department

To County:
Kenosha County Sheriff's Department
1000 - 55th Street
Kenosha, Wisconsin 53140

Phone: (262) 605-5178
Fax: (262) 605-6903
ATTN: Nancy Otis

7) **WARRANTY**

The Contractor warrants to the County that all goods and services furnished hereunder will conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein; free from any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

8) **NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS:**

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the County.

9) **INDEMNITY AND INSURANCE REQUIREMENTS:**

- a) Contractor agrees to indemnify, hold harmless and defend Kenosha County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring in the performance of this Contract where such liability is founded upon or occurring out of the acts or omissions of the Contractor, its agents or employees.

b) **Contractor** agrees to protect itself and **Kenosha County** under the indemnity agreement set forth in the above paragraph. **Contractor** will at all times during the terms of this Contract keep in force and effect commercial general liability, professional liability, automobile liability, excess/umbrella liability, worker's compensation, and employer's liability insurance policies issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

i. Commercial General Liability *	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Agg	\$2,000,000
ii. Professional Liability*	
	\$1,000,000
iii. Automobile Liability	
Combined Single Limit	\$1,000,000
iv. Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
v. Worker's Compensation Statutory Limits	
vi. Employer's Liability*	
Each Accident	\$100,000
Disease Each Employee	\$100,000
Disease Policy Limit	\$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

- c) Coverage afforded shall apply as a primary with **Kenosha County** named as an additional insured on the commercial general, and excess/umbrella liability policies. **Contractor** shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract.
- d) **Contractor** shall not discontinue or change liability insurance policies in effect during any part of this contract without buying "tail end" insurance to cover potential claims that may have occurred during the term of this Contract. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- e) Upon execution of this Contract, the **Contractor** shall furnish **Kenosha County** with a certificate of insurance, showing evidence of the above requirements.
- f) **Contractor** shall notify **Kenosha County** immediately upon the commencement of any litigation against **Contractor** where there is any possibility **Kenosha County** may be made a party thereto.

10) **TERMINATION BY CONTRACTOR:**

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

11) **BREACH BY CONTRACTOR:**

It is mutually agreed the breach of this Contract on Contractor's part will result in irreparable and continuing damage to the County for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle the County to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

12) **TERMINATION FOR VIOLATIONS BY CONTRACTOR:**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County

shall thereupon have the right to terminate it by giving 15 days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the 15 day period. In the event of such termination, the County will only be liable for the reasonable amount of value for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13) **UNRESTRICTED RIGHT OF TERMINATION:**

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor 30 days written notice by ordinary U.S mail, first class post paid, of such termination to the address of Contractor set forth in this Contract. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Kenosha County Board of Supervisor's fail to appropriate additional monies required for the completion of the Contract.

14) **INDEPENDENT CONTRACTOR:**

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Kenosha County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Contractor attests that he or it in fact, regularly performs similar professional services for other customers.

The manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor. The Contractor may consider the availability of the facility and the normal working hours of the County. The County shall have the right to control and direct the results of such services, however, in the performance thereof, Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation and work product on the matters made the subject thereof. The County understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for the County, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

Contractor further agrees that the County is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans, etc., which may be extended to employees of the County from time to time and further agrees to indemnify and hold harmless Kenosha County and all its employees, officers and agents from any liability for worker's compensation, unemployment compensation, income tax or social security or FICA contributions, or any or other similar obligation, and from personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Kenosha County during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against the County on Contractor's behalf, Contractor will request such agency or court to dismiss such matter without fees or costs or any other expense to Kenosha County.

15) **ASSIGNMENT LIMITATION:**

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed.

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Kenosha County. If Kenosha County permits the use of subcontractors, the following will apply:

- i. The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The County considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.
- ii. The prime contractor will be responsible for the contract performance when subcontractors are used. However, when

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subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the County with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the County for any breach in the performance of the prime contractor's duties. The prime contractor shall be solely responsible for the acts of its subcontractors in the performance of the services under this Contract.

Kenosha County reserves the right of reasonable refusal of any subcontractor hired to perform any part of this contract. Subcontractors must be pre-approved by Kenosha County.

16) PROHIBITED PRACTICES:

Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest. **Contractor shall obey all state, federal and local laws and regulations.**

17) AUTHORIZATION:

The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein.

18) SECURE FACILITY RESTRICTION:

All employees and sub-contractors of the contracted vendor who service equipment or perform work in any county facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before allowed access to any County facility. Vendor will be required to submit any requested identifying information for each technician, employee or subcontractor and must provide an updated list of technicians, employees or subcontractors to the Contract Manager whenever a change in staff occurs.

The Kenosha County Sheriff's Department (KSD) and the Kenosha County Detention Center (KCDC) are secure law enforcement facilities that house inmates. As such, the following rules and procedures involving these departments apply:

- Contractor will be required to check in all tools with Sheriff Department officials.
- The workers shall not leave tools or equipment unattended..
- The workers shall not engage in conversation with inmates.

Any service technicians entering restricted areas of either the KSD or the KCDC are required to be accompanied by a Direct Supervision Officer (DSO) at all times. There will be certain hours of the day that a DSO will not be available. Therefore, service appointments must be scheduled during specific blocks of time when a DSO is available and these appointments must be strictly adhered to. Technicians arriving outside of the scheduled block of time for appointments may be denied access or may have to wait until a DSO is available. If technicians are denied access to these facilities for failure to maintain the agreed upon schedule, no additional fees will be charged to Kenosha County.

19) **FORCE MAJEURE:**

Neither party to this Contract 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 Contract. It is agreed and understood that this Contract will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon either party 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.

20) **NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR KENOSHA COUNTY:**

Contractor will not disclose, publish, or disseminate any information it obtains from the County under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information obtained from the County under this Contract. Contractor agrees not to use, publish or disseminate such information for its own or any third party's benefit without the prior written approval of the County.

From the date this Contract is signed by both parties until three (3) years after the expiration or earlier termination of the Contract, but only to the extent the County is permitted under the applicable state of Wisconsin open records laws, the County shall keep confidential any information it learns about the Contractor's business or operations through the performance of this Contract. The County may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform its obligations hereunder, provided, however, that the County shall cause all Agents to honor the provisions of this Section. The County may also make disclosures as required by law as long as, before any disclosure, the County promptly notifies the Contractor of the requirement and allows the Contractor the opportunity to oppose the disclosure. The County will not be obligated to keep confidential Contractor's information to the extent it was known to the County prior to the date of this Contract without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the County, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the County.

21) **RETURN OF DOCUMENTS:**

Within ten business days of receipt of the County's written or oral request, Contractor will return all documents, records, and copies thereof it obtained from the County during performance under this Contract.

22) **PUBLIC RECORD LAW COMPLIANCE:**

It is the intention of Kenosha County to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a) The Parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Contract are subject to open disclosure and are a matter of public record. It is further agreed that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Kenosha County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Kenosha County, its agents, officials and employees harmless and to indemnify them and Kenosha County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Kenosha County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Contract.

b) Any Public Record Law request received directly by a contractor related to this contract with Kenosha County shall immediately be reported to the contract manager for the County.

23) Miscellaneous:

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

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Global Tel*Link Corporation, by:



Authorized Signature

President, Services

Title

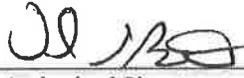
Jeffrey B. Haidinger

Print Name

11/17/10

Date

County of Kenosha, by:



Authorized Signature

SHERIFF

Title

DAVID G. BETH

Print Name

12-1-10

Date

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all county employees and officials [either elected or appointed] Kenosha County has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at:

http://www.co.kenosha.wi.us/corpc/documents/05_CH_ET.pdf

It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of county property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.

4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a

current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

Global Tel*Link Corporation, by:



Authorized Signature

President, Services

Title

Jeffrey B. Haidinger

Print Name

11/17/10

Date

County of Kenosha, by:



Authorized Signature

Sheriff

Title

DAVID G. BETH

Print Name

12-1-10

Date

EQUIPMENT LIST

Facility Name and Address:

Kenosha County Detention Center
4777 88th Avenue, Kenosha, Wisconsin 53144

Kenosha County Jail
1000 55th Street, Kenosha, Wisconsin 53140

Actual on-site Equipment

The installation of software and/or hardware on Contractor provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Contractor. The Contractor does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Contractor assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Contractor also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

Combined List of On Site Equipment

The following existing equipment will remain and not be replaced:

- Centralized LazerPhone Platform (Existing)
- 92 Inmate Telephones (Existing) with Online Storage of Call Recordings for the Term of the Agreement
- 6 VPN Licenses (Existing)
- 2 TDDs (Existing)
- 2 Public Coin Telephones (Existing)

The following new equipment will be provided by GTL at no cost to Kenosha County and will replace existing equipment:

- 4 Desktop Workstation, LazerPhone Standard Computer Workstation*
Computer: Dell Optiplex 360 Workstation; Pentium Dual Core 2.2 GHz Processor; 1 GB RAM; 16X DVD+/-RW SATA Drive; 250 GB Serial ATA Hard Drive; 1.44 MB floppy disk drive. Peripherals (from Dell): 17" Flat Screen LCD Monitor Black; USB two button Mouse Black; USB Standard Keyboard Black; Speakers (Internal Chassis Dell) Peripherals – (Other): Hewlett Packard Deskjet D4360 Printer; 2 Blank CDRW Media (starter media); Tripp Lite Internet Office UPS 300 VA; UPS unit; Mouse Pad with GTL Logo.
- 1 Laptop Workstations *
Dell Latitude E6410 or better
- 64 Visitation Telephones with Recording and online storage for term of the Agreement
CT-300 Mini
Housing: High Security, 14 Gauge, Stainless Steel
Hookswitch: Magnetic or Micro Switch
Volume Control: Technician Set or Optional External Button
External Volume Control Button Meets ADA
Hearing Aid Compatible Meets EIA-RS-504
Keypad: Heavy Chrome Metal
Handset: Armored Cord with Steel Lanyard and Heavy
14 Gauge Steel Retainer
Conformal Coating: Protects components for Outdoor Use
Line Powered: No A/C power required
Mounting: Mounts directly to wall

*Contractor reserves the right to upgrade computer components to newer models