

LEWIS COUNTY LETTER



LEWIS COUNTY SHERIFF'S OFFICE

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Michael P. Carpinelli
Sheriff

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Jason A. McIntosh
Undersheriff

jasonmcintosh@lewiscounty.ny.gov

Mr. Dahlbender,

Any F.O.I.L. request must be made through our County attorney Joan McNichol located at 7660 N. State St Lowville.

A handwritten signature in black ink, appearing to read "Lt Tim Thayer".

Lt Tim Thayer

**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 312 Fairview Park Drive, Suite 300, Falls Church, VA 22042 (“Company”) and the Lewis County Jail, with an address at 5252 Outer Stowe Street, Lowville, NY 13367 (“County” or “Premise Provider”).

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 extend the initial term of the Agreement for three (3) additional years, now ending on April 15, 2023.
2. All domestic calls rates shall be changed to reflect a rate of twenty cents (\$0.20) per minute.
3. The Parties agree to modify the phone commission as follows:
 - a. Remuneration shall be **fifty-five percent (55%)** of the Gross Revenue billed or prepaid for inmate telephone calls covered by this Agreement. Company shall also encumber **Twenty-five percent (25%)** of the Gross Revenue billed or prepaid for inmate telephone calls covered by this Agreement, and issue a monthly check to the Premise Provider for this amount in the form of a technology grant. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (iv) 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. Commission 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 within sixty (60) days of receipt of commission payment by the Premise Provider.
4. Company agrees to provide Premise Provider with tablets, in accordance with, and pursuant to the product specific terms and conditions contained in the Service Schedule attached to this Amendment as Exhibit A.
5. 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.

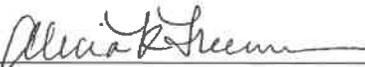
6. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

LEWIS COUNTY SHERIFF'S OFFICE

By: 
Name: Michael Carpinelli
Title: Lewis County Sheriff
Date: April 29, 2020

GLOBAL TEL*LINK CORPORATION

By: 
Name: Alicia Freeman
Title: VP Contracts & Procurement
Date: 3/2/2020

Tablet Service Schedule
Enhanced Services - IP-Enabled Tablets

1. Applicability. This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. Definitions. Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, entertainment products, and mail scanning services.

“IP-Enabled Tablets” (or “Tablets”) means a tablet device capable of allowing access to Enhanced Services.

3. Deployment Locations. Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description
5252 Outer Stowe St Lowville, NY 13367	Lewis County Jail

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs.

4. Company Provided Equipment, Services and Cabling. Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. Support and Maintenance. Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein, and if required, Premise Provider shall provide security escorts for Company personnel.

6. Tablets. The exact amount, type and location(s) of the Tablets at Premise Provider’s Facility shall be as per the mutual agreement of the parties. Company may adjust the number of Tablets up or down at any time. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties.

Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:
 - i. Inmate Content Access. Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks (“Content Access”). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.
 - ii. Video Visitation. On-premise and Remote video visitation with no less than sixty (60) days online recording storage.
 - iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required
 - iv. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.
 - v. Law Library: Company agrees to provide access to a law library.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for use with Company’s products; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow anyone to, tamper with or otherwise modify the Tablets or associated software or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Inmate Content Access:
 - 1. Standard Profile: \$0.05 per minute
 - 2. Promotional Profile: \$0.03 per minute
 - 3. Free Profile: \$0.00 per minute
- c. Video Visitation Services: \$0.25 per minute.
- d. Replacement Headphones or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
 - 1. \$0.25 per written message
 - 2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
- f.

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to twenty percent (20%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video (“Content Revenue”) contingent upon a minimum of eighty percent (80%) of Premises Provider’s inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to twenty percent (20%) of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

9. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises 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 monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates 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 Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion

thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

c. Limitation of Liability

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

RESOLUTION NO. 101 - 2020
RESOLUTION AUTHORIZING AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT
WITH GLOBAL TEL LINK CORPORATION

Introduced by Legislator Jerry King, Chairman of the General Services Committee.

WHEREAS, the County of Lewis, by and through the Lewis County Sheriff's Department ("County"), entered into an agreement with GlobalTel Link Corporation ("Company") for inmate telephone services; and

WHEREAS, the amendments include:

- Extending the term for three (3) additional years to April 15, 2023;
- Domestic call rates will be twenty cents (\$0.20) per minute;
- Commission remuneration shall be 55% of the gross revenue billed or prepaid for inmate telephone calls. Company will encumber 25% of the gross revenue billed or prepaid for inmate telephone calls and issue a monthly check to the County for this amount in the form of a technology grant;
- Company will provide County with tablets; and

WHEREAS, the Board of Legislators wishes to accept such amendments;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section 1. That the Board of Legislators hereby authorizes an amendment to the agreement between the County of Lewis, by and through the Lewis County Sheriff's Department, with GlobalTel Link Corporation for inmate telephone services to extend the term to April 15, 2023, modify the phone commission remuneration percentages, and provide tablets to the County at no charge for content access.

Section 2. That the Lewis County Sheriff is hereby authorized to make, execute, seal and deliver such Agreement, pending approval by the County Attorney.

Section 3. That the within resolution shall take effect immediately.

Moved by Legislator LaChausse, seconded by Legislator Burns, and adopted on the 7th day of April, 2020.