

**TIOGA COUNTY CONTRACT**

# Tioga County Sheriff's Office



GARY W. HOWARD  
*Sheriff*

103 Corporate Dr., Owego, N.Y. 13827  
(607) 687-1010 – Owego  
(607) 754-2515 – Endicott  
(607) 565-2213 – Waverly  
(607) 687-6755 - Fax  
Website: [www.tiogacountysheriff.com](http://www.tiogacountysheriff.com)

RICHARD E. HALLETT  
*Undersheriff*

August 11, 2020

George Dahlbender  
01A0341  
Green Haven C.F.  
594 Route 216  
Stormville, N.Y. 12582

Mr. Dahlbender,

Your FOIL request dated August 3<sup>rd</sup>, 2020 requesting the County Resolution and Contract for the documents pertaining to the County Jail: 1. Inmate Telephone Services, 2. Inmate Tablet Services and 3. Inmate Tele/Video Visitation Services has been approved in part and denied in part.

Following the numbering system on your request, the results of each requested item is addressed by their corresponding number:

1. "Inmate Telephone Services" – approved (10 pages)
2. "Inmate Tablet Services" – denied – no such service exists
3. "Inmate Tele/Video Visitation Services" – denied – no such service exists

**Additionally, the County resolution lies with the Tioga County Legislature and would need to be obtained through them.**

A fee of **\$0.25** per document page plus applicable postage (**\$0.55**) applies. The total amount due for your request is **\$3.05**. The records requested will promptly be made available to you once payment has been received.

*In the event you consider requesting a waiver of fees, please be aware that the Court has held that an agency may charge its established fees, even when a request is made by an indigent inmate [see Whitehead v. Morgenthau, 552 NYS2d 518 (1990)] and a request of such nature will be denied based on such.*

Sincerely,

Lt. Adam Bessey

**NOTICE:** You have the right to appeal the decision of the Freedom of Information Officer, whose decision will be in writing and will state the reason for the denial. Your request will be approved, denied or acknowledged within (5) business days from the date the request was received. A written appeal should be submitted to the Tioga County Legislature (C/O Freedom of Information Officer, County of Tioga, 56 Main Street, Owego, New York 13827 or by email to: [foil@co.tioga.ny.us](mailto:foil@co.tioga.ny.us)) within thirty days of the date of denial and must contain the following information: The date and location of a request for records; the records which were denied, and; the name and address of the appellant.

# 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 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Tioga County Jail, with an address at 103 Corporate Drive, Owego, NY 13827 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for five (5) years, commencing from the date that is thirty (30) days prior to the date on the first commission check issued pursuant to this Agreement. 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 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: 103 Corporate Drive, Owego, NY 13827 (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.

**4. Compensation.** Remuneration shall be forty-four percent (44%) of the gross revenue billed or prepaid for all phones covered by this Agreement. 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 Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; 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. 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.

Tioga County Jail  
103 Corporate Drive  
Owego, NY 13827  
Att: Gary W. Howard, Sheriff

**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 applicable 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 applicable law, regulation, or guideline, and compliance therewith. 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 by any person arising out of failure of Premise Provider 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 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.

**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  
Reston, Virginia 20190  
Phone: (703) 955-3915  
Fax: (703) 435-0980  
**ATTN: Dorothy E. Cukier, Esq.**

**To Premise Provider:**

**Tioga County Jail**  
103 Corporate Drive  
Owego, NY 13827  
Phone: (607) 687-1010  
Fax:  
**ATTN: Gary W. Howard, Sheriff**

**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 Alabama.

**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.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 17<sup>th</sup> day of May, 2009.

**Company**

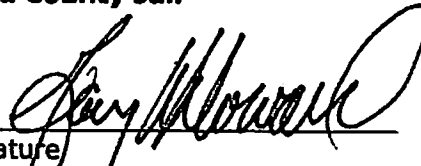
**Global Tel\*Link Corporation**

  
\_\_\_\_\_  
Signature

Name: Jeffrey B. Haldinger  
Title: President, Services

**Premise Provider**

**Tioga County Jail**

  
\_\_\_\_\_  
Signature

Name: Gary W. Howard  
Title: Sheriff



## Exhibit A

### **Facility Name and Address:**

Tioga County Jail  
103 Corporate Drive  
Owego, NY 13827

### **Actual on-site equipment:**

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

Company 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.

### **List of On Site Equipment**

#### **GTL LazerPhone®**

- ❖ 38 Inmate phones (existing)
- ❖ 365 Days of Recording Storage
- ❖ 1 Desktop Workstation
- ❖ 2 VPN Licenses
- ❖ 1 Portable Cart Phone (existing)
- ❖ 1 TDD
- ❖ 1 Public Payphone (existing)

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

**LETTER OF AGENCY**

DATE: 5/6/09

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK, CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Tioga County Jail  
103 Corporate Drive  
Owego, NY 13827

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK, CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X ) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

  
AUTHORIZED SIGNATURE

Gerald W Howard  
PRINTED NAME

SHERIFF  
TITLE

(607) 687-1010  
BUSINESS TELEPHONE

**AMENDMENT TO THE  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain Inmate Telephone Services, dated May 19<sup>th</sup>, 2009, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation, with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 (“Company”), and the Tioga County Jail, with an address of 103 Corporate Drive, Owego, NY 13827 (“Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, Company and County previously entered into that certain Agreement and the parties would like to 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 term of the Agreement for an additional five (5) years, commencing on May 19<sup>th</sup>, 2020 through May 19<sup>th</sup>, 2025.
2. The Parties further agree to the following Rates and Deposit Fees:

**Calling Rates:**

All In-State and Interstate Collect:      \$0.25/min  
 Interstate Prepaid/Debit:                      \$0.21/min

**Deposit Fees:**

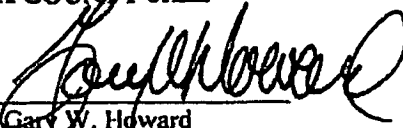
| FCC Compliant Convenience Fees                     | Fees    |
|--|---------|
| IVR/Web  | \$3.00  |
| Live Operator                                      | \$5.95  |
| Single Bill Statement Fee                          | \$2.00  |
| AdvancePay OneCall                                 | \$4.75  |
| Federal Cost Recovery Fees                         | Fees    |
| Federal Universal Service Fund (FUSF) <sup>2</sup> | Per FCC |

3. The Parties further agree that the commission in Section 4 of the Agreement shall now be eighty percent (80%).
4. The change in phone rates and commission percentage will go into effect upon execution of this agreement.
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.

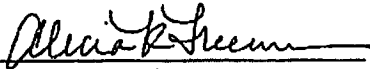
6. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

**AGREED TO:**

**TIOGA COUNTY JAIL**

By:   
Name: Gary W. Howard  
Title: Sheriff  
Date: 01/02/20\_\_\_\_\_

**GLOBAL TEL\*LINK CORPORATION**

By:   
Name: Alicia K. Freeman  
Title: VP Contracts & Procurement  
Date: 01/09/2020\_\_\_\_\_