

HERKIMER COUNTY CONTRACT



LORRAINE H. LEWANDROWSKI
County Attorney

Office of
Herkimer County Attorney
109 Mary Street, Suite 1320
Herkimer, New York 13350-2916

Office (315) 867-1123
Fax (315) 867-1492

Assistant County Attorneys
Charles E. Crandall, III
Kyle W. Crandall
Karen A. Mowers

June 16, 2020

George Dahlbender 01A0341
Green Haven Correctional Facility
594 Route 216
Stormville, NY 12582

RE: Freedom of Information Request Dated May 15, 2020
Directed to Herkimer County Sheriff's Office – Records Access Officer
FOIL No. 20-032

Dear Mr. Dahlbender:

In response to your Freedom of Information request described above, enclosed please find the following:

1. Global Tel*Link Corporation contract for Inmate Telephone Services dated October 24, 2014 (10 pages).
2. Amendment to the Inmate Telephone Services Agreement dated 5/5/2020 – 5/13/2020 (1 page);
3. Herkimer County Legislature Report & Resolution No. 126 dated April 20, 2020 (1 page);
4. Herkimer County Legislature Report & Resolution No. 266 dated October 22, 2014 (2 pages).

The above described records are the only records on file which meet the specifications of Paragraph 1 of your request.

Please be advised that the County of Herkimer has no records which meet the specifications of your request set forth in Paragraph 2 and 3 or your correspondence dated May 15, 2020.

Very truly yours,

CHARLES E. CRANDALL III
Assistant County Attorney

CEC/j

Enclosure

cc: Hon. Scott F. Scherer, Herkimer County Sheriff

GLOBAL TEL*LINK CORPORATION

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

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and Herkimer County Jail, with an address at 320 N. Main Street, Herkimer, NY 13350 ("Premise Provider").

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

2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate 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: Herkimer County Jail, with an address at 320 N. Main Street, Herkimer, NY 1335 (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 fifty-five percent (55%) of the gross revenue billed or prepaid for all phones covered by this Agreement for intra-state calls. Gross Revenue shall mean all revenue

generated by every completed intra-state call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) revenue from calls completed through the Connect2Talk™ program (as described in Exhibit A) or revenue from interstate calls and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

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

Herkimer County Jail
320 N. Main Street
Herkimer, NY 1335
Attn: Ms. Judy Higgins

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

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

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

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

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

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

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

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

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

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

To Company:
Global Tel*Link Corporation

To Premise Provider:
Herkimer County Jail

12021 Sunset Hills Road
Suite 100
Reston, Virginia 20190
Phone: (703) 955-3915
Fax: (703) 435-0980
ATTN: Legal Department

320 N. Main Street
Herkimer, NY 13350
Phone: 315-867-1167
Fax:
ATTN: Sheriff Christopher Farber

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

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

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

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

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

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

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

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

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

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

(a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in New York. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.

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

(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

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

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

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

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

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 24th
 ___ day of October, 2014.

Company

Premise Provider

Global Tel*Link Corporation

Herkimer County Jail



Signature

Signature

Name: Jeffrey B. Haidinger
Title: President & COO

Name: Christopher Farber
Title: Sheriff

Exhibit A

Facility Name and Address:

Herkimer County Jail
 320 N. Main Street
 Herkimer, NY 1335

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

Equipment Platform:	ICMv	
# of Inmate Phones:	11	
# of Channels:		
# days recording storage:	365	
# Desktop workstations:	1	
# Laptop workstations:	0	
# VPN Licenses:	4 existing	
# portable cart phones:	0	
# TDDs:	1 existing	
# Public Payphones:	0	

Connect2Talk Program

Company will implement its Connect2Talk™ program on all inmate telephone calls. This program uses the latest technology, facilitated by a third-party vendor, to bring together inmates and their families and friends. It creates instant means for inmate families and friends with cellular telephones or a telephone number that cannot be billed through a local exchange carrier to communicate with the inmate without creating a prepaid account. It seeks to introduce inmate family and friends to the inmate telephony system operated by Company at Premise Provider facilities. It also serves to encourage inmate family and friends to create AdvancePay™ accounts and pursue more regular contact with inmates. The Connect2Talk program enables a one-time payment process, facilitated by a third-party vendor, without forcing the inmate call recipient to create an account. The program provides two types of payment options. Collect2Card™ allows a recipient of an inmate telephone call to pay for a single inmate telephone call using a credit or debit card. Collect2Phone™ provides an inmate friend or family receiving a call on their cellular telephone to have the charge for the call billed to the cellular telephone bill. The third-party vendor identifies which calls are to cellular phones and seeks the necessary consents to add an inmate call charge to the call recipient's wireless carrier telephone bill. Both options enable instant communication without the need to create a prepaid account. The Connect2Talk program also provides the Premise Provider with a commission from calls that likely would not have been completed. The compensation to Premise Provider in connection with calls made using the Connect2Talk features is computed separately from compensation for all other types of calls, and consists of One Dollar and Sixty Cents (\$1.60) for each Collect2Card call and Thirty Cents (\$0.30) for each Collect2Phone call. This compensation method is in lieu of a commission on the revenue from the calls. Premise Provider policies regarding call duration, recording, monitoring, and allowed lists will still apply under the program.

STANDARD CLAUSES FOR ALL COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the words "contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party).

Paragraph 1. EXECUTORY CLAUSE: In accordance with Section 362 of the County Law, the County shall have no liability under this contract to the contractor or to anyone else beyond funds appropriated and available for this contract.

Paragraph 2. NON-ASSIGNMENT CLAUSE: In accordance with Section 109 of the General Municipal Law, the contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title or interest herein or his power to execute said contract, to any other person or corporation without the previous written consent of the County.

Paragraph 3. WORKERS' COMPENSATION BENEFITS: In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and keep insured during the life of this contract, the employees engaged thereon in compliance with the provisions of the Workers' Compensation Law.

Paragraph 4. NON-DISCRIMINATION REQUIREMENT: In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), in all other state, federal, statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within New York State, the contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then in accordance with Section 239 thereof, the contractor agrees that neither its subcontractors shall be reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring any New York State citizen who is qualified and available to perform the work; or (b) discriminate or intimidate any employee hired for the performance of work under this contract; contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder

for a second or subsequent violation.

Paragraph 5. WAGE AND HOURS PROVISIONS: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither contractors, employees nor the employees of a subcontractor may be required or permitted to work more than the number of hours or days stated in said statutes except as otherwise provided in the Labor Law and is set forth in prevailing wage and supplemental schedules issued by the State Labor Department. Furthermore, contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplementals including the premium rate for overtime pay as determined by the State Labor Department in accordance with the Labor Law.

Paragraph 6. NON-COLLUSIVE BIDDING REQUIREMENT: In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, the contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time contractor submitted its bid, said bid contained the non-collusive bidding certification required by Section 103-d of the General Municipal Law.

Paragraph 7. SET-OFF RIGHTS: The County shall have all of its common law and statutory rights of set-off. The rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off, any moneys due to the contractor under this contract up to any amounts due and owing to the County with regard to this contract, any other contract with the County, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

Paragraph 8. RECORD KEEPING REQUIREMENT: The contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for period of six years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The State Comptroller and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause, shall mean the later of completion of the work of the contract or the end date of the terms stated in the contract.

Paragraph 9. INSURANCE PROVISIONS - CANCELLATION: All insurance policies required herein shall be specifically endorsed to provide that, in the event of cancellation, non-renewal or material

change on the part of the insurer, 30 days written notice shall be provided to the County of Herkimer, Office of the County Attorney, Herkimer County Office Building, 109 Mary Street, Herkimer, New York 13350, and the inclusion of such an endorsement shall be confirmed on the certificate of insurance required herein.

Paragraph 10. INSURANCE PROVISIONS - POLICIES: Upon request by the County of Herkimer, at any time, the contractor agrees to obtain for the County a certified copy of any insurance policy required herein or any specific endorsement thereto.

Paragraph 11. CONTRACT DISPUTES: Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized and except when consented to by the County) but must, instead, be heard in a court of competent jurisdiction of the State of New York. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

Paragraph 12. INSTALLMENT CONTRACTS: In the event that this contract is an installment contract to purchase equipment, machinery or apparatus, the following statement, pursuant to General Municipal Law Section 109-b, shall be included as a term of this contract: this contract shall be deemed executory only to the extent of monies appropriated and available for purpose of the contract, and no liability on account thereof shall be incurred by the purchaser beyond the amount of such monies. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

Paragraph 13. DISPOSAL OF WASTE AND RECYCLABLES: All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Management Authority.

Paragraph 14: GOVERNING LAW: This contract shall be governed by the Laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

Paragraph 15: CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of these Standard Clauses, the terms of these Standard Clauses shall control.

**AMENDMENT TO THE INMATE
TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of the date of last signature of this Amendment (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042 ("Company") and the Herkimer County Jail, ("County" or "Premise Provider), whose principal offices are located at 320 N. Main Street, Herkimer, NY 13350.

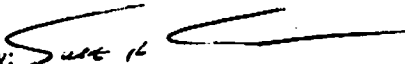
WHEREAS, Company and Premise Provider previously entered into the Inmate Telephone Services Agreement ("Agreement") and the parties would like to further amend the Agreement as provided for herein.

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


1. The Parties agree to (a) increase the phone commission from fifty-five percent (55%) to eighty percent (80%) upon execution of this Amendment and (b) change all domestic call rates to \$0.15 cents per minute.
2. 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.
3. 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:

HERKIMER COUNTY JAIL

By: 
Name: Scott F Schriber
Title: Sheriff
Date: 5-5-2020

GLOBAL TEL*LINK CORPORATION

By: 
Name: Alicia Freeman
Title: VP Contracts & Procurement
Date: 5/13/2020



HERKIMER COUNTY LEGISLATURE

No. 126

REPORT AND RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT WITH GLOBAL TEL*LINK FOR INMATE LONG DISTANCE SERVICES

**Sponsored by: Committee on Public Safety & Emergency Management
Committee on Ways and Means**

WHEREAS, by communication dated April 14, 2020, Scott F. Scherer, Herkimer County Sheriff, has requested an amendment to the Inmate Telephone Service Agreement with Global Tel*Link Corporation of Reston, Virginia, for the provision of management, operation and maintenance of inmate telephones at the Herkimer County Correctional Facility; and

WHEREAS, inmate visitation by the public and family members at the Herkimer County Correctional Facility has been suspended during the Coronavirus emergency; and

WHEREAS, prior agreement authorized by Resolution No. 266 of 2014 provided that the County of Herkimer receive a monthly commission at a rate of 55%, with no cost to the County, of the billed revenue from said calls, with such commissions to be deposited into Account A3150A.2450A, Commissions, Correctional Facility Fund; now, therefore, be it

RESOLVED, that the Chairman of this Legislature is hereby authorized to continue and amend said Inmate Telephone Services Agreement with Global Tel*Link Corporation to increase the commission rate of Herkimer County to 80%, with no cost to the County, of the billed revenue from said calls with such commissions to be deposited into Account A 3150A.2450A, Commissions, Correctional Facility Fund, and to reduce the rate charged to incarcerated individuals to \$0.15 per minute with all other terms and conditions of said prior agreement concerning management, operation and maintenance of inmate telephones at the Herkimer County Correctional Facility remaining the same; and, be it further

RESOLVED that the amendment to the Inmate Telephone Services Agreement will remain in effect until inmate visitation resumes at which point the original terms and conditions of the Inmate Telephone Service Agreement will continue until such time that the Sheriff determines that said Inmate Telephone Service Agreement will be terminated; and be it

RESOLVED, that certified copies of this Resolution be forwarded to the Herkimer County Treasurer, Auditor, Budget Officer, Sheriff, County Attorney, and Global Tel*Link.

Dated: April 22, 2020.

now, therefore, be it

RESOLVED, that a contract be entered into with NTS Data Service, LLC, 2079 Sawyer Drive, Niagara Falls, NY 14304, for the provision of one "Full Document Imaging" program in the amount of \$41,963.00, to include a four year warranty for the program in the amount of \$8,000.00, and one Fujitsu fi-7260 Scanner in the amount of \$1,547.00, for a total amount of \$51,510.00; and, be it further

RESOLVED, that the Chairman of this Legislature is authorized to execute said contract, with the form of said contract to be subject to the approval of the Herkimer County Attorney; and, be it further

RESOLVED, that certified copies of this Resolution be forwarded to the County Treasurer, Auditor, Budget Officer, Commissioners of Elections and NTS Data Services, LLC.

Dated: October 22, 2014.

ROBERT N. HYDE
FREDERICK J. SHAW, JR.
PETER F. MANNO
JOHN L. BREZINSKI
MARTIN J. LUPPINO, JR.
BOB WELLINGTON
**Committee on Administration/
Veterans' Affairs**

PATRICK E. RUSSELL
DENNIS KORCE
RAYMOND SMITH
BRUCE WEAKLEY
BERNARD PEPLINSKI, SR.
KURT J. ACKERMAN
Committee on Ways and Means

On motion of Mr. Peplinski, seconded by Mr. Ackerman, Report and Resolution No. 266 of the Committee on Public Safety/Emergency Management and the Committee on Ways and Means authorizing entering into an agreement with Global Tel*Link for inmate long distance services was handed up; voted on and adopted by voice vote:

For: All ayes (16).

Against: None.

Absent: Weakley (1).

No. 266

**REPORT AND RESOLUTION OF THE COMMITTEE ON PUBLIC SAFETY AND
EMERGENCY MANAGEMENT AND THE COMMITTEE ON WAYS AND MEANS
AUTHORIZING ENTERING INTO AN AGREEMENT WITH GLOBAL TEL*LINK FOR
INMATE LONG DISTANCE SERVICES**

WHEREAS, by communication dated October 1, 2014, Christopher P. Farber, Herkimer County Sheriff, has requested an agreement for a five year period with Global Tel*Link Corporation of Reston, Virginia, for the provision of installation, management, operation and maintenance of inmate telephones at the Herkimer County Correctional Facility; and

WHEREAS, said agreement provides that the County of Herkimer receive a monthly commission at a rate of 55%, with no cost to the County, of the billed revenue from said calls, with such commissions to be deposited into Account A3150A.2450A, Commissions, Correctional Facility Fund; now, therefore, be it

RESOLVED, that the Chairman of this Legislature is hereby authorized to enter into an agreement for a period of five years with Global Tel*Link Corporation, 12021 Sunset Hills Road, Ste. 100, Reston, Virginia 20190, for the installation, management, operation and maintenance of inmate telephones at the Herkimer County Correctional Facility, with the terms and conditions of said agreement to be subject to the approval by the County Attorney; and, be it further

RESOLVED, that certified copies of this Resolution be forwarded to the Herkimer County Treasurer, Auditor, Budget Officer, Sheriff, County Attorney and Global Tel*Link.

Dated: October 22, 2014.

BERNARD PEPLINSKI, SR.
RAYMOND SMITH
BRUCE WEAKLEY
DENNIS KORCE
ROBERT N. HYDE
JOHN P. STEPHENS
**Committee on Public Safety/
Emergency Management**

PATRICK E. RUSSELL
DENNIS KORCE
RAYMOND SMITH
BRUCE WEAKLEY
BERNARD PEPLINSKI, SR.
KURT J. ACKERMAN
Committee on Ways and Means

On motion of Mr. Luppino, seconded by Mr. Hyde, Report and Resolution No. 267 of the Committee on Public Safety/Emergency Management and the Committee on Ways and Means in connection with receipt of Homeland Security Funding was handed up; voted on and adopted by voice vote:

For: All ayes (16).

Against: None.

Absent: Weakley (1).

No. 267

**REPORT AND RESOLUTION OF THE COMMITTEE ON PUBLIC SAFETY AND
EMERGENCY MANAGEMENT AND THE COMMITTEE ON WAYS AND MEANS IN
CONNECTION WITH RECEIPT OF HOMELAND SECURITY FUNDING**

WHEREAS, by letter dated October 3, 2014, from Robert Vandawalker, Director of Emergency Services, this Legislature is advised of the receipt of an FY 2014 Homeland Security SHSP Grant from the New York State Division of Homeland Security and Emergency Services in the amount of \$67,500.00; and

WHEREAS, said SHSP funding is offered through the U.S. Office of Homeland Security and administered by the New York State Division of Homeland Security and Emergency