

MADISON COUNTY CONTRACT



# MADISON COUNTY BOARD OF SUPERVISORS

**JOHN M. BECKER**

*Chairman*

**MARK SCIMONE**

*County Administrator*

**CINDY URTZ**

*Clerk*

**138 N. Court St., PO Box 635**

**Wampsville, NY 13163**

**Phone: 315/366-2201**

**Fax: 315/366-2502**

August 10, 2020

George Dahlbender  
ID 01A0341  
Green Haven C.F.  
594 Route 216  
Stormville, NY 12582

**RE: FOIL Request**

Dear Mr. Dahlbender,

In response to your request received on June 24, 2020 under the New York State Freedom of Information Law (FOIL) and receipt of your payment on August 10, 2020. Please find enclosed a copy of resolution or contract pertaining to the following;

Inmate Telephone Services at the County Jail  
Inmate Tablet Services at the County Jail  
Inmate Tele/video Visiting Services at the County Jail.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Samantha Field", with a long horizontal line extending to the right.

Samantha Field  
Records Access Officer

Enc.

RESOLUTION NO. 19-488

**AUTHORIZING THE CHAIRMAN TO AMEND AN AGREEMENT WITH  
GLOBAL TEL\*LINK CORPORATION**

**WHEREAS**, the Sheriff's Office currently has an Agreement with Global Tel\*Link Corporation (GTL) for Inmate phone services; and

**WHEREAS**, the GTL Corporation desires to continue in entering into contract with the County of Madison to provide inmate phone and communication services; and

**WHEREAS**, the GTL Corporation now agrees to provide tablets to allow access to Enhanced Services; and

**WHEREAS**, the inmates phone service will continue to provide revenues for the inmate phone account as prescribed by law and is a freestanding system apart from the County phone system; and

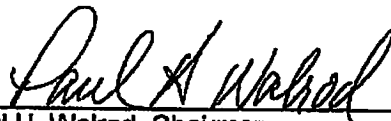
**WHEREAS**, the GTL Corporation agrees to modify the remuneration in Section 4 of the Agreement from 55 % to 80% for all completed inmate telephone calls; and

**WHEREAS**, both parties agree to extend the term of the Agreement for an additional two years from November 17, 2019 through November 17, 2021. Thereafter, the Agreement will automatically renew for additional one-year terms; and

**WHEREAS**, this amendment has been reviewed and approved by the Criminal Justice, Public Safety and Emergency Communications Committee;

**NOW, THEREFORE BE IT RESOLVED**, that the Chairman of the Board of Supervisors be and he hereby is authorized to amend the agreement on behalf of the County of Madison with GTL Corporation, a copy of which is on file with the Clerk of the Board of Supervisors.

Dated: September 10, 2019



\_\_\_\_\_  
Paul H. Walrod, Chairman  
Criminal Justice, Public Safety and  
Emergency Communications Committee

**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 November 18, 2014 (the "Agreement"), by and between Global Tel\*Link Corporation, with an address of 3120 Fairview Park Drive, Falls Church, VA 22042 and Madison County, with an address of 138 North Court Street, Wampsville, New York 13163 ("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 Premise Provider 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 Company has agreed to provide the Premise Provider with tablets, as more fully described in Exhibit A attached hereto, which contains the product specific terms and conditions for the IP Enabled Tablets.
2. The Parties further agree to extend the term of the Agreement for an additional two years from 11/17/19 through 11/17/21. Thereafter, the Agreement will automatically renew for additional one-year terms.
3. Company agrees to modify the remuneration in Section 4 of the Agreement from fifty five percent (55%) to eighty percent (80%) for all completed inmate telephone calls.
4. 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.
5. 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:**

**MADISON COUNTY**

By:   
Name: John M. Becker  
Title: Chairman, Board of Supervisors  
Date: 9/13/19

**GLOBAL TEL\*LINK CORPORATION**

By:   
Name: Jon Walker  
Title: VP  
Date: 9/17/19

**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, and entertainment products (as defined below).

"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).

Location	Location Description
Madison County Sheriff's Office	Madison 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. 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.

6. **Tablets.** 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. **Content.** Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Company reserves the right to add, alter or discontinue any Content.

- ii. Video Visitation. Remote video visitation with 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. Paid Tablet access 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.

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 and 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 access subject to the payment by the inmate of access 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 ; (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; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not, and will not allow any third-party 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 Access: \$0.05 per minute
- c. Video Visitation Services: \$0.25 per minute Remote Visit Price
- d. Replacement Headsets or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provided)

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

(20.00%) of gross revenue received from the per minute rate charged to inmates for access to Tablets ("Access Revenue") contingent upon a minimum of Eight percent (80.00%) of Premises Provider's inmates having reasonable access to the Tablets. Company will also pay Premises Provider monthly a sum equal to Twenty percent (20.00%) 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 will be solely responsible for any liability 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. 444-14

**AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH GLOBAL TEL\*LINK CORPORATION**

**WHEREAS**, the Sheriff's Office currently has a contract with Global Tel\*Link Corporation (GTL) for inmate phone services; and

**WHEREAS**, the GTL Corporation desires to continue in entering into contract with the County of Madison to provide inmate phone and communication services; and

**WHEREAS**, the term of the contract shall be for a period of five (5) years and shall be automatically renewed for additional one (1) year terms unless either party notifies the other in writing at least ninety (90) days from the end of the original or any renewal term; and

**WHEREAS**, the inmate phone system provides a necessary service for the Madison County Sheriff's Office and the inmates incarcerated within the correctional facility;

**WHEREAS**, the inmates phone service will provide revenues for the inmate commissary account as prescribed by law; and

**WHEREAS**, the inmates phone system is a freestanding system apart from the County phone system; and

**WHEREAS**, the Sheriff and the New York State Sheriffs' Association have researched several inmate phone services, resulting in GTL offering the most beneficial package available for our County needs; and

**NOW, THEREFORE BE IT RESOLVED**, that the Chairman be and he hereby is authorized to execute an agreement on behalf of the County of Madison with GTL Corporation, a copy of which is on file with the Clerk of the Board of Supervisors.

**Dated:** December 5, 2014

MADISON COUNTY  
BOARD OF SUPERVISORS  
WAMPSVILLE N. Y.

THIS IS TO CERTIFY THAT I, Cindy Urtz, Clerk of the Board of Supervisors of the County of Madison, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the Board of Supervisors of said County on Dec. 5, 2014 and that the same is a true and correct transcript of said resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Board of Supervisors of the County of Madison.

*Cindy Urtz*  
Clerk of the Board of Supervisors

# 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 entered into as of the date signed by all the parties listed in this Preamble ("Effective Date") by and between **Global Tel\*Link Corporation**, having its corporate headquarters at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company") and **Madison County**, with an address at 138 North Court Street, Wampsville, New York 13163 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for five (5) years, commencing from the Effective Date. 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. This contract may be terminated without cause by either party hereto at any time upon thirty (30) days written notice of the intention to so terminate.

**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: 138 North Court Street, Wampsville, New York 13163 and all other facilities under the control of Premise Provider (collectively "Facility").

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. Gross Revenue shall mean all revenue generated by every completed intrastate 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. Commission payments shall be completed 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.

Madison County Jail  
P.O. Box 16  
Wampsville, New York 13163  
Attn: 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.

**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 solicitation 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, or in connection with a merger or the sale of substantially all assets of a Party, provided, however, that the parties shall cause all Agents and third parties 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.** Premise Provider represents and warrants that it has the 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. During the term of this Agreement, including any renewal period(s) and extensions, Premise Provider agrees:

- (a) To reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) To permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) That Company shall have the exclusive right to provide the products and services implemented at Premise Provider facilities pursuant to this Agreement and those other inmate communication services that are implemented during the duration of this Agreement, including telephone, email, video visitation, and inpod services, whether the services are for inmates located at the Facility or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.
- (e) To not allow any products or services that compete with those supplied by Company during the term of this Agreement to be, or to remain, installed at any Premise Provider facilities, including present and future Premise Provider locations.
- (f) That Company shall have the exclusive right to provide Premise Provider the products and services delivered under this 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 Premise Provider is prepared to accept. Premise Provider shall 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, this



Agreement will renew with the modified financial and services elements for another term extending the period contemplated in connection with the third-party offer.

(g) To 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.

(h) To acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

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

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

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

**To Company:**

**Global Tel\*Link Corporation**  
12021 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190  
Phone: (703) 955-3911  
**ATTN: Legal Department**

**To Premise Provider:**

**Madison County**  
138 North Court Street  
Wampsville, New York 13163  
Phone: (315) 366-2318  
**ATTN: 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 New York.

**12. Indemnification & Consequential Damages.** To the fullest extent permitted by law, the Company shall defend, indemnify and hold harmless the County of Madison, the Madison County Sheriff, and its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the Company's negligent acts or omissions in connection with the promotion, staging and operation of the services under this Agreement, its performance of the work and/or duties and/or the transactions contemplated by such event and which are caused, in whole or in part, by or because of any negligent, culpable and/or wrongful act or omission of the Company, directly or indirectly, and/or by Company agents, servants, employees, subcontractors and/or any person or entity employed by the Company or for whose conduct or action the Company may be found or held liable, directly or indirectly. It is the intention of the parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. The terms of this agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this agreement. This agreement and paragraph shall be liberally construed so as to afford the County and the Sheriff the fullest possible protection and indemnity. In the event that Company shall fail or refuse to defend, hold harmless and/or indemnify the County and/or the Sheriff against any such claim, loss, damage, judgment, settlement or action, the Company shall be liable to the County and/or the Sheriff for all expense, expenditure and cost incurred or to be incurred by the County and/or the Sheriff in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County and/or the Sheriff, including all attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from the Company.

**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, USA. 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, USA. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.

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

**20. Survival.** Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, all sections needed to enforce a party's rights under this Agreement will survive the expiration or earlier termination of the 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.

**24. Clauses Required by Law.** The parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, as of the last date listed below.

**Company**

**Premise Provider**

**Global Tel\*Link Corporation**

**Madison County**

  
Signature

  
Signature

Name: Jeffrey B. Haldinger  
Title: President and COO  
Date: 11/18/14

Name: John M. Becker  
Title: Chairman, Board of Supervisors  
Date:



## Exhibit A

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

138 North Court Street, Wampsville, New York 13163

### **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**

- 1CMv Inmate Telephone Platform, with 365 online recording storage
- 25 existing inmate telephones
- 1 existing desktop workstation
- 1 existing VPN licenses
- 1 existing TDD

### **Connect2Talk Program**

As soon as reasonably practicable, Company will implement its Connect2Talk™ program on all inmate telephone calls. This program uses the latest technology 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 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 the option to have the charge for the call billed to the cellular 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.

**CERTIFICATION OF COMPLIANCE WITH IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before Madison County may approve a request for Assignment of Contract

During the term of the Contract, should Madison County receive information that a person is in violation of the above-referenced certification, Madison County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Madison County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Madison County reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.



Signed \_\_\_\_\_

\_\_\_\_\_  
President and COO  
Title

\_\_\_\_\_  
Global Tel\*Link Corporation  
Company Name

*Commonwealth of Virginia,  
County of Fairfax,*

Sworn to before me this  
25<sup>th</sup> day of November, 2014

*Andrea Payne Melera*  
\_\_\_\_\_  
Notary Public



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: \_\_\_\_\_

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):

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

John Becker  
\_\_\_\_\_  
PRINTED NAME

Chairman, Board of Supervisor's  
\_\_\_\_\_  
TITLE

315-366-2201  
\_\_\_\_\_  
BUSINESS TELEPHONE