

**CONTRACT FOR SERVICES
BY AND BETWEEN
GLYNN COUNTY SHERIFF
AND**

**Pay Tel Communications Inc.
(CONTRACTOR)**

This Agreement made and entered into by and between Sheriff, Glynn County, Georgia, party of the first part (hereinafter called the "Sheriff") and Pay Tel Communications Inc. party of the second part (hereinafter called the "Contractor"); and

WHEREAS, the Contractor and the Sheriff for the consideration hereinafter named, agree and acknowledge that:

Part A: Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Glynn County Detention Center Inmate Phone System** (the "Phone System") in strict conformity with all sections of the Solicitation RFP No. 063011, hereinafter set forth, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to provide the Phone System included in this Contract on March 12, 2012 as mutually agreed upon by the Sheriff's Office and the Contractor. The Phone System will remain in service at least until June 30, 2013 provided Contractor complies with all aspects of the contractual agreement, after which the contract may be extended for two one year periods as explained in RFP No. 063011.

ARTICLE 3. The Contractor agrees to pay the Sheriff, in current funds, for the performance of this Contract the agreed upon cost and fees as delineated in the Contractor's proposed **Fee Schedule** (Sheriff chooses the fee option without VINE which includes the 68.3% toll revenue paid to the Sheriff and with the lower interstate rate of \$2.85 per call plus \$0.50 per minute. It also includes a \$10,000 signing bonus).

The Contractor shall have until the 25th of each month to submit payment to the Sheriff for the preceding calendar month during which calls were placed. (Example: Commissions for March 1 through 31 shall be due by April 25th).

Anything to the contrary notwithstanding, Pay Tel shall not be liable for any indirect or consequential damages associated with performance of the Contract including the Phone System or related services. Furthermore, Pay Tel's liability for direct damages shall not exceed the amount of commission otherwise due customer during the period in question. Any damage to the facility caused by the installation or removal of the Phone System by Pay Tel shall be repaired to the Sheriff's reasonable satisfaction. The Contractor shall have access to its equipment at all reasonable hours in order to repair or maintain it.

ARTICLE 4. The Sheriff and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. Contractor agrees that the work and services

required by this contract may require inspection and approval of the Sheriff's Office.

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the County, Sheriff's Office, Consultants and their officers, directors, employees, agents, and other consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

This agreement consists of parts.

Part A: Contract Form

Part B: Certificate of Insurance

Part C: Contractor Affidavit and Agreement

Contractor agrees to perform the project as contemplated herein in a manner that does not jeopardize the safety of Contractor's workers, Sheriff's personnel or any other person. In addition, Contractor agrees to perform the project contemplated herein in a manner that poses no threat to the environment or violates any federal, state or local statute, ordinance, rule or regulation regarding environmental concerns.

Contractor agrees to comply with the laws of Georgia which require authorization or licensing to conduct business in the State. Notwithstanding statutory exemptions or exclusions, Contractor agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance thereof, including all issues relating to liability for taxes, licenses or fees levied by the State. Contractor irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be brought in any court in Glynn County, Georgia.

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. This provision notwithstanding, the Sheriff agrees to give Pay Tel notice of any proceeding by sending such notice to Pay Tel at its current office in North Carolina. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

Contractor shall take affirmative action in complying with all federal and State requirements concerning provision of services or fair employment and treatment of all applicants for employment without regard to or discrimination based on race, color, religion, sex, national origin or disabilities (particularly in regard to the Americans with Disabilities Act.)

Contractor assumes sole responsibility for completion of the work undertaken pursuant to this Agreement. The Sheriff shall consider Contractor the sole point of contact with regard to contractual matters. Subcontracting of any part of the work or service contemplated by this Agreement may not be entered in by Contractor without prior written approval by the Sheriff.

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to

or greater than the prevailing local wage rate in Glynn County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

To the fullest extent permitted by law, contractors and subcontractors shall comply with the Official Code of Georgia, Section 34-9-410 et seq., as amended from time to time. Proof of Certification of Drug Free Workplace Programs under the named statute shall accompany each bid for public improvements projects submitted to the County for consideration.

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the Sheriff which consent shall not be unreasonably withheld.

A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate laws or regulations, and the remainder of the Agreement shall not be affected but shall remain in full force and effect.

The provisions, covenants, and conditions in this Agreement apply to and bind the parties, their legal heirs, representatives, successors and assigns.

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties hereto.

This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous Agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary or contradict this Agreement.

The Contractor and the Sheriff, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

SHERIFF'S OFFICE:

By: Wayne B. [Signature]
Title: Sheriff, Glynn County Georgia

Date: 2-7-12
(Seal)

Signed and sealed in the presence of

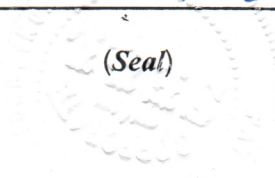
1. Krista G. Guinnelly
2. Ronald W. Corbett

CONTRACTOR: Pay Tel Communications, Inc.

Signed and sealed in
the presence of:

1. J.R. Laylor
2. Deborah L. Jones

By: Vincent Townsend
Title: PRESIDENT



Attest: Amy Reeves
Title: Treasurer / Asst Secretary
Date: January 9, 2012

Post Office Box 793
1812 Newcastle Street
Brunswick, Georgia 31521



Ron Corbett, Undersheriff
Telephone (912) 554-7600
Facsimile (912) 554-7681

**E. Neal Jump
Sheriff**

**ADDENDUM TO THE CONTRACT BETWEEN
THE GLYNN COUNTY SHERIFF'S OFFICE
AND
PAY TEL COMMUNICATIONS, INC.**

Pursuant to the contract for telephone services by and between the Glynn County Sheriff's Office and Pay Tel Communications, Inc., executed on 02/03/12, the Glynn County Sheriff's Office would like to exercise its second year option to continue the services of PAY TEL COMMUNICATIONS, INC., for the period outlined in the original contract. The second option year begins July 1, 2013 and ends June 30, 2014. All conditions outlined in the original agreement will remain in effect throughout the extension. Signatures affixed hereto indicate both parties are in agreement to continue the services for the period specified herein.

By: Vincent Townsend 6/3/13 By: E. Neal Jump 6/12/2013
Vincent Townsend, President Date E. Neal Jump, Sheriff Date

(SEAL)

Subscribed and sworn to before me on the
3rd day of June 2013.

Brenda P. Peeden
Notary Public

