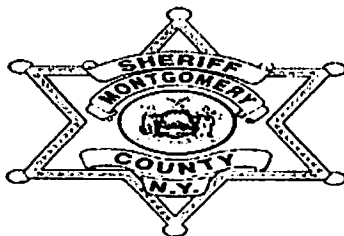


**MONTGOMERY COUNTY LETTER**

MONTGOMERY COUNTY SHERIFF'S OFFICE  
CORRECTIONAL FACILITY



Montgomery County Jail  
September 30, 2020

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

RE: Freedom of Information Law Request

Mr. Dahlbender,

You are requesting a current contract and amendments in regards to our Inmate Telephone Services, Tablets Services, Tablet/visitation Services.

We currently do NOT have a current contract that you requested.

Sincerely,

A handwritten signature in black ink that reads "Robert Barbuti". The signature is written in a cursive style.

Robert Barbuti  
Jail Administrator

SIGN CONTRACTS

FROM: Sheriff's Office DEPARTMENT

I hereby request the attached contract (agreement) be executed and delivered pursuant to the authority granted by Resolution No. 75 of 2012.

CONTRACTOR:  
Global Tel\*Link Corp.  
12021 Sunset Hills Road  
Reston VA 20190

By: Michael J. Amato  
Name  
Sheriff  
Title

Comments:

Route to: \_\_\_\_\_

COUNTY ATTORNEY

Document is

Approved as to Form 3/29/12 Date

Disapproved

By: [Signature]  
County Attorney

CHAIRMAN OF THE BOARD OF SUPERVISORS

Document Signed

Document Disapproved

4-3-12  
Date

By: [Signature]  
Chairman  
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>

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## INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and the Montgomery County Jail, with an address at 200 Clark Drive, Fultonville, NY 12072 ("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: 200 Clark Drive, Fultonville, NY 12072 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

**3. Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

**4. Compensation.** Remuneration shall be forty-four percent (44%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

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

Montgomery County Treasurer  
PO Box 1500  
Fonda, NY 12068

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

**To Premise Provider:**  
**Montgomery County Jail**  
 200 Clark Drive  
 Fultonville, NY  
 Phone: 518-853-5500  
 Fax: 518-853-4969  
**ATTN: Sheriff Michael Amato**

**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 Fultonville, NY. 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 Fultonville, NY. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 13<sup>th</sup> day of April, 2012.

**Company**

**Global Tel\*Link Corporation**

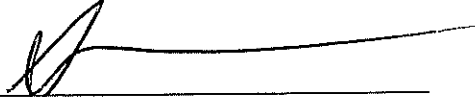


Signature

Name: Jeffrey B. Haidinger  
Title: President, Services

**Premise Provider**

Shayne T. Walters



Signature

Name:  
Title:

**Exhibit A**

**Facility Name and Address:**

Montgomery County Jail  
 200 Clark Drive  
 Fultonville, NY 12072

**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:	GTL Lazerphone (existing)
# of Inmate Phones:	23 (existing)
# days recording storage:	365
# Desktop workstations:	2 (existing)
# VPN Licenses:	5
# TDDs:	1 new

RECEIVED  
 12 APR 18 AM 10:13  
 MONTGOMERY COUNTY  
 SHERIFF'S OFFICE

2019

REVENUES  
OTHER GENERAL GOVERNMENT INCOME  
A 15 3 1289.00

	Initials	Date
Prepared By		
Approved By		

© WILSON JONES

G7206 GREEN

DATE	DESCRIPTION	RECEIPT #	AMOUNT	BALANCE
1/17	Global Tel	R133984	587474 ✓	587474
2/11	Global Tel	R134435	567438	567438
3/12	Global Tel	R134913	585467 ✓	1154912
4/19	Global Tel	R135230	708191 ✓	585467
5/18	Global Tel	R135801	765223 ✓	1740579
6/10	Global Tel	R136801	923992 ✓	708191
8/12	Global Tel	R138071	650111	1293658
9/11	Global Tel	R138485	605231	765223
				2058881
				923992
				2982873
				650111
				3632984
				605231
				42382.15

Montgomery County Jail

Montgomery County Jail

Name: \_\_\_\_\_ ICN : \_\_\_\_\_ Commissary Balance: \_\_\_\_\_

Location: \_\_\_\_\_ Balance as of: \_\_\_\_\_

<b>Candy</b>				
4035	_____ REESES P/BUTTER CUP	\$1.93	4135 _____ JOLLY RANCHERS ASST. 3.70	\$1.60
4047	_____ M&M PLAIN PEG PACK	\$3.80	4145 _____ STARLITE MINTS	\$1.45
4120	_____ ROOTBEER BARRELS	\$1.45		

<b>Clothing</b>				
1432	_____ BEIGE WASHCLOTH	\$1.15	1590 _____ XLRG SWEATPANTS GRAY	\$12.99
1440	_____ BATH TOWEL BEIGE	\$5.95	1592 _____ SWEATPANTS 3XL GRAY	\$16.99
1450	_____ SM. SHOWER SHOE	\$1.60	1650 _____ SZ 6 WOMENS PANTIES	\$3.00
1451	_____ MED. SHOWER SHOE	\$1.60	1651 _____ SZ 8 WOMENS PANTIES	\$3.00
1452	_____ LG. SHOWER SHOE	\$1.60	1652 _____ SZ 10 WOMENS PANTIES	\$3.00
1505	_____ MED T-SHIRT	\$3.95	1653 _____ SZ 11 WOMENS PANTIES	\$3.00
1506	_____ LG T-SHIRT	\$3.95	1697 _____ WOMEN'S PANTIES 2XLG	\$3.00
1507	_____ XLG T-SHIRT	\$3.95	1721 _____ SZ 6 RAWLINGS MARC II VELCRO SHOE	\$39.95
1508	_____ XXLG T-SHIRT	\$5.50	1736 _____ SZ 6.5 RAWLINGS MARC II VELCRO SHOE	\$39.95
1509	_____ 3X LARGE T-SHIRT	\$6.50	1751 _____ SZ 7 RAWLINGS MARC II VELCRO SHOE	\$39.95
1515	_____ MEN BRIEFS MED	\$3.00	1752 _____ SZ 7.5 RAWLINGS MARC II VELCRO SHOE	\$39.95
1516	_____ MEN BRIEFS LRG	\$3.00	1753 _____ SZ 8 RAWLINGS MARC II VELCRO SHOE	\$39.95
1517	_____ MEN BRIEFS XL	\$3.00	1754 _____ SZ 8.5 RAWLINGS MARC II VELCRO SHOE	\$39.95
1518	_____ MEN BRIEFS 2XL	\$4.25	1757 _____ SZ 9.5 RAWLINGS MARC II VELCRO SHOE	\$39.95
1519	_____ BRIEFS WHITE 3XLG	\$4.25	1758 _____ SZ 10.5 RAWLINGS MARC II VELCRO SHOE	\$39.95
1540	_____ TUBE SOCK (ONE SIZE FITS)	\$1.85	1759 _____ SZ 11 RAWLINGS MARC II VELCRO SHOE	\$39.95
1551	_____ MED THERMAL TOP	\$6.95	1761 _____ SZ 13 RAWLINGS MARC II VELCRO SHOE	\$39.95
1552	_____ LRG THERMAL TOP	\$6.95	1763 _____ SZ 15 RAWLINGS MARC II VELCRO SHOE	\$39.95
1553	_____ XL THERMAL TOP	\$6.95	1853 _____ SZ 9 RAWLINGS MARC II VELCRO SHOE	\$39.95
1554	_____ 2XL THERMAL TOP	\$8.25	1855 _____ SZ 11.5 RAWLINGS MARC II VELCRO SHOE	\$39.95
1555	_____ 3XL THERMAL TOP	\$8.25	1856 _____ SZ 12 RAWLINGS MARC II VELCRO SHOE	\$39.95
1559	_____ 4XL THERMAL BOTTOMS	\$8.25	1857 _____ SZ 14 RAWLINGS MARC II VELCRO SHOE	\$39.95
1561	_____ MED THERMAL BOTTOMS	\$6.95	1875 _____ MED DLX SHWR SHOE SADDLE	\$4.00
1562	_____ LRG THERMAL BOTTOMS	\$6.95	3820 _____ XL CROSS STRAP FLIP FLOP	\$1.60
1563	_____ XLRG THERMAL BOTTOMS	\$6.95	3843 _____ (EA) MED BOXER - WHITE	\$3.85
1564	_____ MEN THERMAL BOTTOM 2XLRG	\$8.25	3844 _____ (EA) LRG BOXER - WHITE	\$3.85
1565	_____ MEN 3XL THERMAL BOTTOM	\$8.25	3845 _____ (EA) XL BOXER - WHITE	\$3.85
1582	_____ MED. SWEATSHIRT GRAY	\$12.99	3846 _____ (EA) 2XL BOXER - WHITE	\$3.85
1583	_____ LRG. SWEATSHIRT GRAY	\$12.99	3847 _____ 3XL BOXERS	\$4.24
1584	_____ XLRG SWEATSHIRT GRAY	\$16.99	3854 _____ SMALL SHOWER SHOE	\$4.50
1585	_____ 2X SWEATSHIRT GRAY	\$16.99	3856 _____ LARGE SHOWER SHOE	\$4.50
1586	_____ 3X SWEATSHIRT GRAY	\$16.99	3857 _____ X-LARGE SHOWER SHOE	\$4.50
1588	_____ MED SWEATPANTS GRAY	\$12.99	3858 _____ 2XL SHOWER SHOE	\$4.50
1589	_____ LRG SWEATPANTS GRAY	\$12.99		

<b>Liquids</b>				
2100	_____ N/S SS ORANGE DRNK	\$0.24	2110 _____ N/S S.S FRUIT PNCH	\$0.24
2105	_____ N/S SS TEA W/LEMON	\$0.24	2120 _____ N/S SS LEMONADE	\$0.24

<b>Miscellaneous</b>				
489	_____ SEARCH AND FIND	\$2.85	1148 _____ SPANISH BIBLE	\$11.50
492	_____ CROSSWORDS	\$2.85	1150 _____ HOLY BIBLE	\$11.50
989	_____ NY CUST_BIRTHDAY CARD W/STAMP	\$2.54	1157 _____ BLUE FLEX PEN	\$0.48
990	_____ NY CUST_FRIENDSHIP CARD W/STAMP	\$2.54	1300 _____ AVIATOR PLAYING CARDS	\$2.45
1001	_____ LARGE STAMPED ENVELOPE	\$0.71	1304 _____ NY COLD CASE PLAYNG CARDS	\$2.35
1010	_____ #10 WHITE ENVELOPE	\$0.10	1415 _____ PLASTIC CUP 22OZ	\$1.19
1015	_____ MANILLA ENVELOPE	\$0.37	1591 _____ 2X SWEATPANTS GRAY	\$16.99
1049	_____ 1 EACH 1ST CLASS STAMP	\$0.50	3609 _____ JUVENILE B-DAY W/STAMP GREETING CARD KIT	\$2.54
1060	_____ 8.5 X 11 LETTER PAD WHT	\$1.50	3622 _____ THANK YOU CARD W/STAMP KIT	\$2.54
1061	_____ 8.5 X 11 LETTER PAD YLW	\$1.50	5273 _____ 1.25 READING GLASSES	\$3.95
1070	_____ SKETCH PAD 8.5 X 11 WHITE	\$2.05	5276 _____ READING GLASSES 2.0	\$3.95
1086	_____ POCKET DICTIONARY II	\$3.50	5280 _____ 3.00 READING GLASSES	\$3.95
1119	_____ SEASON GREETING CARD W-STAMP	\$2.54		

Personal Hygiene

\*Prices do not include sales tax.

Montgomery County Jail

Montgomery County Jail

Name: \_\_\_\_\_

ICN : \_\_\_\_\_

Commissary Balance: \_\_\_\_\_

Location: \_\_\_\_\_

Balance as of:

**Personal Hygiene**

2	_____	4OZ CONDITIONER	\$1.45	397	_____	NEXT1 COCOA BTTR SOAP 5OZ	\$1.50
10	_____	ALBERTO VO5_SHAMPOO - EXTRA BODY	\$3.50	426	_____	SPORT BAR SOAP	\$1.50
11	_____	ALBERTO VO5_CONDITIONER - EXTRA BODY	\$3.50	500	_____	8-OZ MOUTHWASH_ORAL HEALTH RINSE	\$1.95
40	_____	HAIR FOOD W/VITAMIN E	\$2.37	572	_____	COLD, COUGH, FLU	\$0.39
50	_____	HAIRDRESS 5 OZ	\$2.37	573	_____	ANTACID	\$0.39
121	_____	1.5 OZ FRESHSCENT ROLL-ON	\$1.00	581	_____	APAP(LIKE X STGTH TYL)2PK	\$0.39
210	_____	4OZ SKIN CARE LOTION	\$0.92	583	_____	IBUPROFEN_2 PK	\$0.39
215	_____	COCOA BUTTER LOTION 4OZ	\$1.03	591	_____	DENT. CLEANER 1 TABLET	\$0.18
216	_____	COCOA BUTTER STICK 100%	\$2.52	596	_____	DENTURE BATH (CUP)	\$2.65
235	_____	SUAVE SKIN THERAPY LOTION	\$4.12	642	_____	(1-ROLL) ROLAIDS	\$1.77
273	_____	LIP BALM	\$1.47	680	_____	MN MULTIVITAMIN_NO IRON	\$3.95
331	_____	PRO-TECTION SHAVE CREAM	\$3.16	800	_____	5 INCH COMB	\$0.11
350	_____	AFTER SHAVE	\$3.16	825	_____	SMALL AFRO PIK	\$0.54
358	_____	CONDITIONER-ALMOND/SHEA	\$3.42	855	_____	PONYTAIL HOLDER	\$0.15
362	_____	DANDRUFF SHAMP/ALMND SHEA	\$3.42				

**Snacks**

2615	_____	BC REG SUMMER SAUSAGE	\$1.40	6079	_____	WHOLE SHABANG 1.5 OZ	\$1.25
3020	_____	OREO COOKIES	\$1.15	6154	_____	NACHO FLVR DORITOS	\$1.25
3175	_____	SMORES POPTARTS	\$1.45	6167	_____	CHEETOS 2-OZ	\$1.25
3222	_____	TOASTED PEANUT BUTTER CRACKERS	\$0.65	6212	_____	CAJUN SNACK MIX	\$1.50
3230	_____	(EA) ZC PB WAFERS	\$0.75	6213	_____	HEALTHY SNACK MIX	\$1.50
3274	_____	ZC MONSTER ICED BUNEEZ	\$1.50	6320	_____	BEEF & CHEESE STICK	\$1.30
3309	_____	RICE KRISPIE TREATS 1.3OZ	\$1.15	6540	_____	ZC STRAWBERRY CEREAL BAR	\$0.80

**Stamps**

1050	_____	BOOK OF TEN STAMPS	\$5.00				
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SCANNED

# Swanson Services Corporation® Cobra Banker® software / Commissary Contract Addendum

This addendum to the contract between Swanson Services Corporation® & the Montgomery County Sheriff's Office located at 200 Clark Dr. Fultonville, NY 12072, will provide the Montgomery County Sheriff's Office with The Cobra Banker® software and Services listed below.

This service is in conjunction with the existing commissary contract and services outlined in the original contract and proposal from Swanson dated April 1<sup>st</sup> 2002. This addendum will run concurrent with the current contract and extend the contract for an additional period of five (5) years through March 9<sup>th</sup>, 2015 with automatic renewals for like terms. All other conditions of the original contract will remain in place except where indicated below.

A. Swanson will provide the following:

- Cobra AutoCASH (attached NSF-02, NSF-15)
- One (1) MICR Printer (attached NSF-27)
- One (1) Combo Lobby Cashier (attached NSF-30, NSF-33)

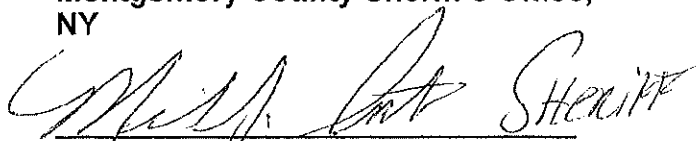
B. Client shall provide internet access, to be used exclusively for this/these functions, in order for Swanson to provide 24/7 support; additionally, appropriate protections required for this access shall be provided by the client.

C. Ownership and all rights to the Swanson Overnight Commissary® and the Cobra Banker® Software shall remain at all times with Swanson and the Client shall protect such rights against any attempts to copy or tamper with such software without the express written consent of Swanson.

D. Upon completion of the terms of this contract all software/equipment shall remain the property of Swanson except for MICR Printer and Combo Lobby cashier.


E. Montgomery County will also have the right to acquire a basic license for our Cobra Banker® Software with full completion of this agreement.

Montgomery County Sheriff's Office,  
NY

  
\_\_\_\_\_  
<Name of signet>, <Title>

7/6/10  
\_\_\_\_\_  
Date

Swanson Services Corporation®

  
\_\_\_\_\_  
Clay Kling, Vice President, OPS

8-5-2010  
\_\_\_\_\_  
Date

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
01/24/2017	14:00	X23941	01/03/2017	Montgomery County Jail	\$179.54			
		Swan-Regular						
					\$16.55	\$162.99	9682	Reconciled
01/24/2017	14:02	X23942	01/03/2017	Montgomery County Jail	\$8.78			
		Swan-Sales Tax						
					\$0.00	\$8.78	9683	Reconciled
01/24/2017	14:07	X23943	01/10/2017	Montgomery County Jail	\$364.52			
		Swan-Regular						
					\$19.97	\$344.55	9684	Voided
01/24/2017	14:08	X23944	01/10/2017	Montgomery County Jail	\$18.64			
		Swan-Sales Tax						
					\$0.32	\$18.32	9685	Reconciled
01/24/2017	14:15	X23947	01/16/2017	Montgomery County Jail	\$239.89			
		Swan-Regular						
					\$21.85	\$218.04	9687	Reconciled
01/24/2017	14:16	X23948	01/16/2017	Montgomery County Jail	\$13.21			
		Swan-Sales Tax						
					\$0.00	\$13.21	9688	Reconciled
01/31/2017	11:07	X24026	01/23/2017	Montgomery County Jail	\$313.73			
		Swan-Regular						
					\$37.81	\$275.92	9692	Reconciled



**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
		Account (s)		Amount				
01/31/2017	11:08	X24027	01/23/2017	Montgomery County Jail				
		Swan-Sales Tax		\$15.34				
					\$0.00	\$15.34	9693	Reconciled
02/16/2017	14:08	X24284	01/30/2017	Montgomery County Jail				
		Swan-Regular		\$301.43				
					\$32.43	\$269.00	9701	Reconciled
02/16/2017	14:09	X24285	01/30/2017	Montgomery County Jail				
		Swan-Sales Tax		\$15.90				
					\$0.00	\$15.90	9702	Reconciled
02/16/2017	14:11	X24286	02/06/2017	Montgomery County Jail				
		Swan-Regular		\$289.54				
					\$31.38	\$258.16	9703	Reconciled
02/16/2017	14:16	X24287	02/06/2017	Montgomery County Jail				
		Swan-Sales Tax		\$15.84				
					\$0.00	\$15.84	9704	Voided
03/30/2017	14:36	X24977	02/13/2017	Montgomery County Jail				
		Swan-Regular		\$365.28				
					\$38.25	\$327.03	9730	Reconciled
03/30/2017	14:38	X24978	02/13/2017	Montgomery County Jail				
		Swan-Sales Tax		\$17.71				
					\$0.22	\$17.49	9731	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Amount	Earnings	Check Amount	Check #	Status
03/30/2017	14:40	X24979	02/20/2017	Montgomery County Jail	\$378.90				
		Swan-Regular							
						\$41.41	\$337.49	9732	Reconciled
03/30/2017	14:41	X24980	02/20/2017	Montgomery County Jail	\$20.15				
		Swan-Sales Tax							
						\$0.00	\$20.15	9733	Reconciled
03/30/2017	14:42	X24981	02/27/2017	Montgomery County Jail	\$538.54				
		Swan-Regular							
						\$55.40	\$483.14	9734	Reconciled
03/30/2017	14:43	X24982	02/27/2017	Montgomery County Jail	\$25.80				
		Swan-Sales Tax							
						\$0.00	\$25.80	9735	Reconciled
03/30/2017	14:44	X24983	03/06/2017	Montgomery County Jail	\$447.37				
		Swan-Regular							
						\$47.51	\$399.86	9736	Reconciled
03/30/2017	14:45	X24984	03/06/2017	Montgomery County Jail	\$19.98				
		Swan-Sales Tax							
						\$0.00	\$19.98	9737	Reconciled
03/30/2017	14:46	X24985	03/13/2017	Montgomery County Jail	\$227.11				
		Swan-Regular							
						\$18.09	\$209.02	9738	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
		Account (s)		Amount				
03/30/2017	14:47	X24986	03/13/2017	Montgomery County Jail	\$11.04			
		Swan-Sales Tax						
					\$0.00	\$11.04	9739	Reconciled
03/30/2017	14:49	X24987	03/20/2017	Montgomery County Jail	\$419.03			
		Swan-Regular						
					\$40.36	\$378.67	9740	Reconciled
03/30/2017	14:50	X24988	03/20/2017	Montgomery County Jail	\$21.55			
		Swan-Sales Tax						
					\$0.00	\$21.55	9741	Reconciled
04/25/2017	15:13	X25421	03/27/2017	Montgomery County Jail	\$500.75			
		Swan-Regular						
					\$46.02	\$454.73	9769	Reconciled
04/25/2017	15:14	X25422	03/27/2017	Montgomery County Jail	\$25.31			
		Swan-Sales Tax						
					\$0.00	\$25.31	9770	Reconciled
04/25/2017	15:17	X25423	04/03/2017	Montgomery County Jail	\$482.96			
		Swan-Regular						
					\$52.36	\$430.60	9771	Reconciled
04/25/2017	15:18	X25424	04/03/2017	Montgomery County Jail	\$27.09			
		Swan-Sales Tax						
					\$0.66	\$26.43	9772	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
04/25/2017	15:19	X25425	04/13/2017	Montgomery County Jail	\$343.50			
		Swan-Regular						
					\$26.24	\$317.26	9773	Reconciled
04/25/2017	15:20	X25426	04/13/2017	Montgomery County Jail	\$16.48			
		Swan-Sales Tax						
					\$0.00	\$16.48	9774	Reconciled
04/25/2017	15:29	X25428	04/17/2017	Montgomery County Jail	\$256.87			
		Swan-Regular						
					\$30.12	\$226.75	9776	Reconciled
04/25/2017	15:30	X25429	04/17/2017	Montgomery County Jail	\$14.44			
		Swan-Sales Tax						
					\$0.34	\$14.10	9777	Reconciled
06/27/2017	10:04	X26287	04/24/2017	Montgomery County Jail	\$176.10			
		Swan-Regular						
					\$22.91	\$153.19	9808	Reconciled
06/27/2017	10:07	X26288	04/24/2017	Montgomery County Jail	\$10.50			
		Swan-Sales Tax						
					\$0.00	\$10.50	9809	Reconciled
06/27/2017	10:11	X26289	05/01/2017	Montgomery County Jail	\$297.59			
		Swan-Regular						
					\$29.28	\$268.31	9810	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
		Account (s)		Amount				
06/27/2017	10:12	X26290	05/01/2017	Montgomery County Jail				
		Swan-Sales Tax		\$14.30				
					\$0.00	\$14.30	9811	Reconciled
08/22/2017	13:42	X27094	05/16/2017	Montgomery County Jail				
		Swan-Regular		\$145.57				
					\$8.70	\$136.87	9855	Reconciled
08/22/2017	13:44	X27093	05/10/2017	Montgomery County Jail				
		Swan-Regular		\$652.21				
					\$48.12	\$604.09	9854	Reconciled
08/22/2017	13:45	X27095	05/23/2017	Montgomery County Jail				
		Swan-Regular		\$175.79				
					\$9.80	\$165.99	9856	Reconciled
08/22/2017	13:47	X27096	05/31/2017	Montgomery County Jail				
		Swan-Regular		\$274.41				
					\$18.00	\$256.41	9857	Reconciled
08/22/2017	13:48	X27097	06/05/2017	Montgomery County Jail				
		Swan-Regular		\$364.80				
					\$24.90	\$339.90	9858	Reconciled
08/22/2017	13:50	X27098	06/12/2017	Montgomery County Jail				
		Swan-Regular		\$193.71				
					\$14.82	\$178.89	9859	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Amount	Earnings	Check Amount	Check #	Status
08/22/2017	13:54	X27099	06/19/2017	Montgomery County Jail	\$238.00				
		Swan-Regular							
						\$18.30	\$219.70	9860	Reconciled
08/22/2017	13:55	X27100	06/26/2017	Montgomery County Jail	\$371.12				
		Swan-Regular							
						\$23.69	\$347.43	9861	Reconciled
08/22/2017	13:56	X27101	07/03/2017	Montgomery County Jail	\$263.45				
		Swan-Regular							
						\$17.48	\$245.97	9862	Reconciled
08/22/2017	13:59	X27102	07/13/2017	Montgomery County Jail	\$182.89				
		Swan-Regular							
						\$11.09	\$171.80	9863	Reconciled
08/22/2017	14:08	X27103	07/17/2017	Montgomery County Jail	\$301.85				
		Swan-Regular							
						\$18.57	\$283.28	9864	Reconciled
08/22/2017	14:10	X27104	07/24/2017	Montgomery County Jail	\$273.67				
		Swan-Regular							
						\$18.73	\$254.94	9865	Reconciled
08/22/2017	14:11	X27105	08/01/2017	Montgomery County Jail	\$189.38				
		Swan-Regular							
						\$11.88	\$177.50	9866	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
08/22/2017	14:15	X27106	08/08/2017	Montgomery County Jail	\$232.90			
		Swan-Regular						
09/21/2017	09:53	X27635	08/14/2017	Montgomery County Jail	\$54.21 \$414.83	\$178.69	9867	Reconciled
		Swan-Regular						
09/21/2017	10:05	X27637	08/28/2017	Montgomery County Jail	\$42.27 \$367.74	\$372.56	9920	Reconciled
		Swan-Regular						
09/21/2017	10:07	X27636	08/24/2017	Montgomery County Jail	\$22.20 \$351.04	\$345.54	9922	Reconciled
		Swan-Regular						
09/21/2017	10:19	X27638	09/05/2017	Montgomery County Jail	\$10.17 \$300.75	\$340.87	9921	Reconciled
		Swan-Regular						
11/20/2017	13:58	X28567	11/20/2017	Montgomery County Jail	\$17.87 \$1,668.01	\$282.88	9923	Reconciled
		Phone Transfer						
12/12/2017	12:53	X28959	09/21/2017	Montgomery County Jail	\$0.00 \$308.28	\$1,668.01	9971	Reconciled
		Swan-Regular						
					\$20.06	\$288.22	10010	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
		Account(s)		Amount				
12/12/2017	12:54	X28960	09/28/2017	Montgomery County Jail	\$201.13			
		Swan-Regular						
					\$13.41	\$187.72	10011	Reconciled
12/12/2017	12:55	X28961	10/05/2017	Montgomery County Jail	\$199.95			
		Swan-Regular						
					\$13.17	\$186.78	10012	Reconciled
12/12/2017	12:57	X28962	10/12/2017	Montgomery County Jail	\$329.87			
		Swan-Regular						
					\$19.03	\$310.84	10013	Reconciled
12/12/2017	12:57	X28958	09/14/2017	Montgomery County Jail	\$242.30			
		Swan-Regular						
					\$12.36	\$229.94	10009	Reconciled
12/12/2017	12:58	X28963	10/19/2017	Montgomery County Jail	\$409.38			
		Swan-Regular						
					\$27.28	\$382.10	10014	Reconciled
12/12/2017	13:00	X28964	10/26/2017	Montgomery County Jail	\$441.22			
		Swan-Regular						
					\$25.99	\$415.23	10015	Reconciled
12/12/2017	13:01	X28965	11/02/2017	Montgomery County Jail	\$403.79			
		Swan-Regular						
					\$22.44	\$381.35	10016	Reconciled



**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
12/12/2017	13:43	X28969	11/16/2017	Montgomery County Jail	\$491.89			
		Swan-Regular						
					\$23.10	\$468.79	10018	Reconciled
12/12/2017	13:45	X28970	11/23/2017	Montgomery County Jail	\$508.56			
		Swan-Regular						
					\$28.48	\$480.08	10019	Reconciled
12/12/2017	13:47	X28971	11/30/2017	Montgomery County Jail	\$400.92			
		Swan-Regular						
					\$21.41	\$379.51	10020	Reconciled
12/12/2017	13:47	X28968	11/09/2017	Montgomery County Jail	\$500.45			
		Swan-Regular						
					\$30.23	\$470.22	10017	Reconciled
12/14/2017	10:14	X29007	12/14/2017	Montgomery County Jail	\$4.11			
		Phone Transfer						
					\$0.00	\$4.11	10028	Reconciled
01/18/2018	15:11	X29510	12/07/2017	Montgomery County Jail	\$370.90			
		Swan-Regular						
					\$23.04	\$347.86	10056	Reconciled
01/18/2018	15:11	X29511	12/14/2017	Montgomery County Jail	\$278.50			
		Swan-Regular						
					\$16.80	\$261.70	10057	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
09/11/2019 14:30  
ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
01/18/2018	15:13	X29512	12/21/2017	Montgomery County Jail	\$593.09			
		Swan-Regular						
01/18/2018	15:15	X29513	12/28/2017	Montgomery County Jail	\$482.10	\$554.40	10058	Reconciled
		Swan-Regular						
					\$38.69			
					\$25.23	\$456.87	10059	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
01/24/2017	14:00	X23941	01/03/2017	Montgomery County Jail	\$179.54			
		Swan-Regular						
					\$16.55	\$162.99	9682	Reconciled
01/24/2017	14:02	X23942	01/03/2017	Montgomery County Jail	\$8.78			
		Swan-Sales Tax						
					\$0.00	\$8.78	9683	Reconciled
01/24/2017	14:07	X23943	01/10/2017	Montgomery County Jail	\$364.52			
		Swan-Regular						
					\$19.97	\$344.55	9684	Voided
01/24/2017	14:08	X23944	01/10/2017	Montgomery County Jail	\$18.64			
		Swan-Sales Tax						
					\$0.32	\$18.32	9685	Reconciled
01/24/2017	14:15	X23947	01/16/2017	Montgomery County Jail	\$239.89			
		Swan-Regular						
					\$21.85	\$218.04	9687	Reconciled
01/24/2017	14:16	X23948	01/16/2017	Montgomery County Jail	\$13.21			
		Swan-Sales Tax						
					\$0.00	\$13.21	9688	Reconciled
01/31/2017	11:07	X24026	01/23/2017	Montgomery County Jail	\$313.73			
		Swan-Regular						
					\$37.81	\$275.92	9692	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
		Account (s)		Amount				
01/31/2017	11:08	X24027	01/23/2017	Montgomery County Jail				
		Swan-Sales Tax		\$15.34				
					\$0.00	\$15.34	9693	Reconciled
02/16/2017	14:08	X24284	01/30/2017	Montgomery County Jail				
		Swan-Regular		\$301.43				
					\$32.43	\$269.00	9701	Reconciled
02/16/2017	14:09	X24285	01/30/2017	Montgomery County Jail				
		Swan-Sales Tax		\$15.90				
					\$0.00	\$15.90	9702	Reconciled
02/16/2017	14:11	X24286	02/06/2017	Montgomery County Jail				
		Swan-Regular		\$289.54				
					\$31.38	\$258.16	9703	Reconciled
02/16/2017	14:16	X24287	02/06/2017	Montgomery County Jail				
		Swan-Sales Tax		\$15.84				
					\$0.00	\$15.84	9704	Voided
03/30/2017	14:36	X24977	02/13/2017	Montgomery County Jail				
		Swan-Regular		\$365.28				
					\$38.25	\$327.03	9730	Reconciled
03/30/2017	14:38	X24978	02/13/2017	Montgomery County Jail				
		Swan-Sales Tax		\$17.71				
					\$0.22	\$17.49	9731	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
03/30/2017	14:40	X24979	02/20/2017	Montgomery County Jail	\$378.90			
		Swan-Regular						
					\$41.41	\$337.49	9732	Reconciled
03/30/2017	14:41	X24980	02/20/2017	Montgomery County Jail	\$20.15			
		Swan-Sales Tax						
					\$0.00	\$20.15	9733	Reconciled
03/30/2017	14:42	X24981	02/27/2017	Montgomery County Jail	\$538.54			
		Swan-Regular						
					\$55.40	\$483.14	9734	Reconciled
03/30/2017	14:43	X24982	02/27/2017	Montgomery County Jail	\$25.80			
		Swan-Sales Tax						
					\$0.00	\$25.80	9735	Reconciled
03/30/2017	14:44	X24983	03/06/2017	Montgomery County Jail	\$447.37			
		Swan-Regular						
					\$47.51	\$399.86	9736	Reconciled
03/30/2017	14:45	X24984	03/06/2017	Montgomery County Jail	\$19.98			
		Swan-Sales Tax						
					\$0.00	\$19.98	9737	Reconciled
03/30/2017	14:46	X24985	03/13/2017	Montgomery County Jail	\$227.11			
		Swan-Regular						
					\$18.09	\$209.02	9738	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
		Account (s)		Amount				
03/30/2017	14:47	X24986	03/13/2017	Montgomery County Jail				
		Swan-Sales Tax		\$11.04				
					\$0.00	\$11.04	9739	Reconciled
03/30/2017	14:49	X24987	03/20/2017	Montgomery County Jail				
		Swan-Regular		\$419.03				
					\$40.36	\$378.67	9740	Reconciled
03/30/2017	14:50	X24988	03/20/2017	Montgomery County Jail				
		Swan-Sales Tax		\$21.55				
					\$0.00	\$21.55	9741	Reconciled
04/25/2017	15:13	X25421	03/27/2017	Montgomery County Jail				
		Swan-Regular		\$500.75				
					\$46.02	\$454.73	9769	Reconciled
04/25/2017	15:14	X25422	03/27/2017	Montgomery County Jail				
		Swan-Sales Tax		\$25.31				
					\$0.00	\$25.31	9770	Reconciled
04/25/2017	15:17	X25423	04/03/2017	Montgomery County Jail				
		Swan-Regular		\$482.96				
					\$52.36	\$430.60	9771	Reconciled
04/25/2017	15:18	X25424	04/03/2017	Montgomery County Jail				
		Swan-Sales Tax		\$27.09				
					\$0.66	\$26.43	9772	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
04/25/2017	15:19	X25425	04/13/2017	Montgomery County Jail	\$343.50			
		Swan-Regular						
					\$26.24	\$317.26	9773	Reconciled
04/25/2017	15:20	X25426	04/13/2017	Montgomery County Jail	\$16.48			
		Swan-Sales Tax						
					\$0.00	\$16.48	9774	Reconciled
04/25/2017	15:29	X25428	04/17/2017	Montgomery County Jail	\$256.87			
		Swan-Regular						
					\$30.12	\$226.75	9776	Reconciled
04/25/2017	15:30	X25429	04/17/2017	Montgomery County Jail	\$14.44			
		Swan-Sales Tax						
					\$0.34	\$14.10	9777	Reconciled
06/27/2017	10:04	X26287	04/24/2017	Montgomery County Jail	\$176.10			
		Swan-Regular						
					\$22.91	\$153.19	9808	Reconciled
06/27/2017	10:07	X26288	04/24/2017	Montgomery County Jail	\$10.50			
		Swan-Sales Tax						
					\$0.00	\$10.50	9809	Reconciled
06/27/2017	10:11	X26289	05/01/2017	Montgomery County Jail	\$297.59			
		Swan-Regular						
					\$29.28	\$268.31	9810	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
06/27/2017	10:12	X26290	05/01/2017	Montgomery County Jail	\$14.30			
		Swan-Sales Tax						
					\$0.00	\$14.30	9811	Reconciled
08/22/2017	13:42	X27094	05/16/2017	Montgomery County Jail	\$145.57			
		Swan-Regular						
					\$8.70	\$136.87	9855	Reconciled
08/22/2017	13:44	X27093	05/10/2017	Montgomery County Jail	\$652.21			
		Swan-Regular						
					\$48.12	\$604.09	9854	Reconciled
08/22/2017	13:45	X27095	05/23/2017	Montgomery County Jail	\$175.79			
		Swan-Regular						
					\$9.80	\$165.99	9856	Reconciled
08/22/2017	13:47	X27096	05/31/2017	Montgomery County Jail	\$274.41			
		Swan-Regular						
					\$18.00	\$256.41	9857	Reconciled
08/22/2017	13:48	X27097	06/05/2017	Montgomery County Jail	\$364.80			
		Swan-Regular						
					\$24.90	\$339.90	9858	Reconciled
08/22/2017	13:50	X27098	06/12/2017	Montgomery County Jail	\$193.71			
		Swan-Regular						
					\$14.82	\$178.89	9859	Reconciled



**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Amount	Earnings	Check Amount	Check #	Status
08/22/2017	13:54	X27099	06/19/2017	Montgomery County Jail	\$238.00				
		Swan-Regular							
						\$18.30	\$219.70	9860	Reconciled
08/22/2017	13:55	X27100	06/26/2017	Montgomery County Jail	\$371.12				
		Swan-Regular							
						\$23.69	\$347.43	9861	Reconciled
08/22/2017	13:56	X27101	07/03/2017	Montgomery County Jail	\$263.45				
		Swan-Regular							
						\$17.48	\$245.97	9862	Reconciled
08/22/2017	13:59	X27102	07/13/2017	Montgomery County Jail	\$182.89				
		Swan-Regular							
						\$11.09	\$171.80	9863	Reconciled
08/22/2017	14:08	X27103	07/17/2017	Montgomery County Jail	\$301.85				
		Swan-Regular							
						\$18.57	\$283.28	9864	Reconciled
08/22/2017	14:10	X27104	07/24/2017	Montgomery County Jail	\$273.67				
		Swan-Regular							
						\$18.73	\$254.94	9865	Reconciled
08/22/2017	14:11	X27105	08/01/2017	Montgomery County Jail	\$189.38				
		Swan-Regular							
						\$11.88	\$177.50	9866	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Amount	Earnings	Check Amount	Check #	Status
08/22/2017	14:15	X27106	08/08/2017	Montgomery County Jail	\$232.90				
		Swan-Regular							
						\$54.21	\$178.69	9867	Reconciled
09/21/2017	09:53	X27635	08/14/2017	Montgomery County Jail	\$414.83				
		Swan-Regular							
						\$42.27	\$372.56	9920	Reconciled
09/21/2017	10:05	X27637	08/28/2017	Montgomery County Jail	\$367.74				
		Swan-Regular							
						\$22.20	\$345.54	9922	Reconciled
09/21/2017	10:07	X27636	08/24/2017	Montgomery County Jail	\$351.04				
		Swan-Regular							
						\$10.17	\$340.87	9921	Reconciled
09/21/2017	10:19	X27638	09/05/2017	Montgomery County Jail	\$300.75				
		Swan-Regular							
						\$17.87	\$282.88	9923	Reconciled
11/20/2017	13:58	X28567	11/20/2017	Montgomery County Jail	\$1,668.01				
		Phone Transfer							
						\$0.00	\$1,668.01	9971	Reconciled
12/12/2017	12:53	X28959	09/21/2017	Montgomery County Jail	\$308.28				
		Swan-Regular							
						\$20.06	\$288.22	10010	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Earnings	Check Amount	Check #	Status
12/12/2017	12:54	X28960	09/28/2017	Montgomery County Jail	\$201.13			
		Swan-Regular						
					\$13.41	\$187.72	10011	Reconciled
12/12/2017	12:55	X28961	10/05/2017	Montgomery County Jail	\$199.95			
		Swan-Regular						
					\$13.17	\$186.78	10012	Reconciled
12/12/2017	12:57	X28962	10/12/2017	Montgomery County Jail	\$329.87			
		Swan-Regular						
					\$19.03	\$310.84	10013	Reconciled
12/12/2017	12:57	X28958	09/14/2017	Montgomery County Jail	\$242.30			
		Swan-Regular						
					\$12.36	\$229.94	10009	Reconciled
12/12/2017	12:58	X28963	10/19/2017	Montgomery County Jail	\$409.38			
		Swan-Regular						
					\$27.28	\$382.10	10014	Reconciled
12/12/2017	13:00	X28964	10/26/2017	Montgomery County Jail	\$441.22			
		Swan-Regular						
					\$25.99	\$415.23	10015	Reconciled
12/12/2017	13:01	X28965	11/02/2017	Montgomery County Jail	\$403.79			
		Swan-Regular						
					\$22.44	\$381.35	10016	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Amount	Earnings	Check Amount	Check #	Status
12/12/2017	13:43	X28969	11/16/2017	Montgomery County Jail	\$491.89				
		Swan-Regular							
						\$23.10	\$468.79	10018	Reconciled
12/12/2017	13:45	X28970	11/23/2017	Montgomery County Jail	\$508.56				
		Swan-Regular							
						\$28.48	\$480.08	10019	Reconciled
12/12/2017	13:47	X28971	11/30/2017	Montgomery County Jail	\$400.92				
		Swan-Regular							
						\$21.41	\$379.51	10020	Reconciled
12/12/2017	13:47	X28968	11/09/2017	Montgomery County Jail	\$500.45				
		Swan-Regular							
						\$30.23	\$470.22	10017	Reconciled
12/14/2017	10:14	X29007	12/14/2017	Montgomery County Jail	\$4.11				
		Phone Transfer							
						\$0.00	\$4.11	10028	Reconciled
01/18/2018	15:11	X29510	12/07/2017	Montgomery County Jail	\$370.90				
		Swan-Regular							
						\$23.04	\$347.86	10056	Reconciled
01/18/2018	15:11	X29511	12/14/2017	Montgomery County Jail	\$278.50				
		Swan-Regular							
						\$16.80	\$261.70	10057	Reconciled

**SALES DISBURSE REPORT**

Montgomery County Jail  
 09/11/2019 14:30  
 ST 29 OPR net

Time Frame : 01/01/2017 - 06/05/2018

Date	Time	Receipt #	Disbursed Thru	Site	Amount	Earnings	Check Amount	Check #	Status
01/18/2018	15:13	X29512	12/21/2017	Montgomery County Jail	\$593.09				
		Swan-Regular				\$38.69	\$554.40	10058	Reconciled
01/18/2018	15:15	X29513	12/28/2017	Montgomery County Jail	\$482.10				
		Swan-Regular				\$25.23	\$456.87	10059	Reconciled
				<b>Total</b>		<b>\$1,361.00</b>			

## SWANSON SERVICES CORPORATION SERVICE CONTRACT

THIS AGREEMENT, made this 7th day of February, 2002 by and between The Montgomery County Jail located at Fultonville, NY, hereinafter referred to as "Client and Swanson Services Corporation with principal offices located at P.O. Box 1306 Tallevast Fl. 34270, hereinafter referred to as "Swanson".

WITNESS TO:

Whereas, Client desires to avail itself of Swanson's services and whereas Swanson desires to provide such services to Client, now, therefore, in consideration of mutual covenants and agreements hereto set forth, the parties intending to be legally bound, hereby agree to as follows:

### SECTION ONE: CLIENTS GRANT TO SWANSON

Client grants to Swanson as an independent contractor, the exclusive right to sell commissary products and any other items which are charged to the residents account balance, including, but not limited to, debit phone cards, to the residents of The Montgomery County Jail located at 200 Clark Drive, Fultonville, NY. Such location referred herein as "premises". Charges, by the Client, to a resident's account for services the Client provides to such resident, are excluded from this provision.

### SECTION TWO: SWANSON'S RESPONSIBILITIES

A. Pursuant to the provisions of this agreement, Swanson will purchase and maintain at high standards of quality, such mutually agreed upon number and type of inventory items at mutually agreed locations for the sales of food products, non-alcoholic beverages, tobacco products, and other such articles and will keep such inventory adequately serviced and supplied, with the appropriate merchandise in good quality. Swanson warrants that initial price list is subject to ordinary price adjustment that, from time to time, are necessary due to market factors beyond the control of Swanson during the term of this agreement.

B. Swanson agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

C. All records will be kept on file by Swanson for a period of three (3) years from the date which record is made, and upon reasonable notice, Swanson will give Client, or Client's authorized representative the privilege, at a reasonable time, of inspecting, examining and auditing, during normal business hours, such of Swanson's records which are directly relevant to clients purchases. The cost of such inspection, examination or audit shall be the sole expense of Client. Such inspections shall take place at the Swanson location where said records are normally maintained.

D. Shipment of orders will be FOB: Dock.

E. Only provisions contained in Swanson's proposal dated February 7, 2002 specifically agreed to by the party's, in writing and attached as an exhibit to this agreement, are made a part of this agreement.

F. Swanson agrees to provide phone support for Swanson's software on a 24 hour, 7 days per week basis.

G. Swanson agrees to provide OnSite hardware support and maintenance on Swanson owned hardware. After installation of Swanson Software on Client's Hardware, Client agrees to compensate Swanson for its expenses related to providing support and maintenance on Client's Hardware.

### SECTION THREE: CLIENT'S RESPONSIBILITIES

A. It shall be the sole responsibility of Client to insure that Client's employees follow and adhere to the accounting system provided by Swanson and operating procedures presented during initial training provided by Swanson and outlined in the Swanson manual. This includes, but is not limited to, balancing cash drawers, daily trust fund balancing, weekly trust fund balancing and monthly check book and bank reconciliation.

B. It shall be the sole responsibility of Client to train their replacement or relief personnel in processing commissary and/or in maintaining the accounting system, provided by Swanson. Under no circumstance will Swanson be responsible for the integrity of the counts or account balances maintained by Client. Should Client request additional training and support of Swanson, such training and support will be provided at a fee mutually agreed to, in writing, by the party's.

C. Client, or Client's staff will adhere to mutually agreed to time frame for commissary order and delivery procedures, where delivery to residents is provided by Swanson staff.

D. Client shall promptly and in a timely manner notify Swanson of any changes in Clients Hardware, Software or Operating

Procedures that, in any way affect Swanson's hardware, software or Swanson's performance under this agreement.

E. If Client delivers orders to the inmate. Client will accurately account for and deliver commissary orders shipped by Swanson, notifying Swanson immediately of any discrepancy.

F. With any interface. Client will insure that Client's Hardware or Software in no way results in the disruption of Swanson's Hardware or Software operating systems, files or file structure.

#### SECTION FOUR: FINANCIAL ARRANGEMENTS

A. Client agrees to reimburse Swanson each week for all purchases from Swanson.

B. Client is responsible for the payment of any sales, fees or other taxes levied against the sales or performance under this contract.

C. Swanson agrees to remit any payments due Client within fifteen (15) days following the end of Swanson's accounting period.

D. Nothing in this agreement shall allow either party to with hold or refuse payment of any money due the other party.

#### SECTION FIVE: INDEMNIFICATION AND INSURANCE

A. The parties shall indemnify each other against any loss, damage, injury or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold; services provided, however, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

B. The parties obligation to hold each other harmless pursuant to the Agreement shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either Swanson or Client, but in no event not later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of the party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to Indemnify and hold harmless.

#### SECTION SIX: EMPLOYEES

A. Party's to this Agreement recognize that employees of Client are not employees of Swanson and employees of Swanson are not employees of Client.

B. During the term of this Agreement and for a period of two (2) years from the termination of this agreement or renewal or extension of this agreement, the parties agree not to hire or offer to hire any employee or former employee of the other party, without the express written consent of that party.

#### SECTION SEVEN: COMMENCEMENT

This Agreement shall become effective as of the commencement date of service and shall remain in effect for Two (2) years unless sooner terminated as herein provided. The commencement date of this contract shall be April 1, 2002. It shall thereafter renew itself automatically for similar terms until notice of termination, in writing, is given by either party by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term thereof.

#### SECTION EIGHT: TERMINATION:

A. The following may not be a cause for termination of this agreement:

1. Any responsibility of Client referred to in Section Three: Responsibilities, of this agreement.
2. Failure of any third party delivery service to deliver a Swanson shipment in a timely and satisfactory manner.

B. This Agreement may only be terminated under the following circumstances:

1. Upon mutual agreement of both Client and Swanson.
2. For Cause, in the following manner:
  - a. If either party shall refuse, fail or be unable to perform any of the terms of this agreement for any reason,

other than excused performance stated in other sections of this agreement, the party claiming such failure shall give the other party written notice of such breach listing the event and necessary documentation supporting such breach.

b. Within 30 days, both parties shall meet and discuss the claimed breach and set forth, a mutually agreed upon resolution to such breach and time-line for correcting such breach satisfactory to both parties. Such resolution and time-line must be in writing, agreed to and signed by both party's.

c. If, a mutually agreeable resolution is not reached, or if at the end of such time line, agreed upon resolution and time-line are not being met, the injured party may cancel this agreement effective ten days ( 10) after the end of said agreed time line or failure to mutually agree to a resolution.

#### C. Mitigated Damages:

1. Client agrees that Swanson must expend considerable time and resources in the implementation, training and execution of this agreement and that cancellation, for any reason, prior to completing the full term of this agreement, will result in Swanson suffering substantial losses.

2. In the event of any cancellation or defacto cancellation, (whereby Swanson is hindered in any way, or not allowed to perform and be paid for services to the fullest extent and intent of the agreement), Client agrees that Swanson shall be entitled to mitigated damages. Such mitigated damages are mutually agreed to as being equal to five (5) percent of the sales remaining to be realized under this agreement.

Unrealized sales shall be determined by calculating the highest weekly sales average experienced in the preceding twelve months. Such annual sales average shall be utilized in determining the total sales for the remaining years of portions of years of the term of this agreement or extensions thereof.

In an agreement that has optional or renewal or extension terms, any and all such terms shall be deemed to be part of the total term, in calculating the remaining term of this agreement. Such mitigated damages shall be paid to Swanson within five business days following date of termination.

3. Should Client fail to compensate Swanson for its Sales and/or any mitigated damages outlined herein, Swanson shall be entitled to one and one-half (1.5%) percent interest, per month on any outstanding balance owed Swanson. Further, Client shall be responsible for all costs Swanson may incur in collection of such balance including, but not limited to, reasonable collection and/or attorneys fees.

#### SECTION NINE: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the party's that; subject, where applicable, to the terms and conditions set forth in the direct sales to client financial arrangement, if such is used, an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Swanson are not nor shall be deemed to be employees of Client; and that employees of Client are not nor shall they be deemed to be employees of Swanson.

#### SECTION TEN: SWANSON'S TITLE TO THE SOFTWARE AND HARDWARE

A. All software installed by Swanson pursuant to the Agreement is proprietary, copyrighted and a patent application on file with regard to, not only the software, but also the operating technology involved in Swanson's services. This software and technology, shall at all times, remain the property of Swanson, with title and all rights vested in Swanson. Client shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Swanson.

B. All hardware will be installed by Swanson and shall remain the property of Swanson, unless purchased by Client.

C. All Maintenance, repair, or replacement of hardware shall be the responsibility of: Swanson.

#### SECTION ELEVEN: EXCUSED PERFORMANCE *AWA. SWANSON WILL PROVIDE RECEIPT PAPER*

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

#### SECTION TWELVE: ASSIGNMENT



Neither Swanson nor Client may assign or transfer this Agreement or any part thereof, without the express written consent of the other party.

SECTION THIRTEEN: ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Swanson and Client. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein

SECTION FOURTEEN: NOTICES

All notices to Client shall be addressed to:

Montgomery County Jail

200 Clark Drive

Fultonville, NY 12072

All notices to Swanson shall be addressed to:

Swanson Services Corporation

P.O. Box 1306

Tallevast, FL 34270

SECTION FIFTEEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals of the day and year first above written.

Montgomery County Sheriffs

By: Ronald J. Barone, Sr.

TITLE: Chairman

Ronald J. Barone, Sr.  
(TYPED NAME OF OFFICIAL SIGNING)

SWANSON SERVICES CORPORATION

By: Debra Brunty

TITLE: Vice President

Debra Brunty  
(TYPED NAME OF OFFICIAL SIGNING)

