

**AMENDMENT # 03 TO THE PROFESSIONAL SERVICES CONTRACT**

This Amendment # 03 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **PROFESSIONAL SERVICES CONTRACT**, dated December 1, 2015, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”), and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, with an address of 1010-56<sup>th</sup> Street, Kenosha, WI 53140 (“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**, the Parties had previously executed Amendment 02 to the Agreement to, among other things, add Service Schedule Enhanced Services - IP-Enabled Tablets to the Agreement; and

**WHEREAS**, the Parties have agreed to revise the Commission percentage in the Enhanced Services – IP Enabled Tablets Service Schedule; and

**WHEREAS**, the Parties have agreed, to amend the Agreement in order to add Enhanced Services – Flex Kiosks Service Schedule, as further provided below; and

**WHEREAS**, in consideration of the foregoing, the Parties have agreed to extend the term of the agreement as further defined below;

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. Effective from the date of this agreement, Commission payable to Premises Provide for Inmate Telephone Service (ITS) as defined in Paragraph 2 of the Amendment 02 to this agreement is changed from sixteen cents (\$0.16) per minute on completed intrastate inmate telephone calls using the ITS to a fixed commission payment of \$25,000 per month. Should the Effective Date, or termination date, of this Agreement fall within the commission reporting period, for example mid-month, the fixed monthly commission shall be pro-rated for the partial month.
2. Contractor will continue to provide an on-site resource to assist with the tablet program, daily, as needed (estimated twenty hours per week).
3. The table in Amendment 02, under Services Schedule – IP-Enabled Tablets, Paragraph 8, Tablet Commissions is hereby deleted in its entirety and replaced as follows:

Average Monthly Content Revenue per Tablet (other than spares)	Commission %
\$0.00 - \$15.00	0%
\$15.01 - \$20.00	15%
\$20.01 - \$25.00	20%
\$25.01 - \$35.00	25%
\$35.01 - \$45.00	30%
\$45.01 - \$55.00	35%
\$55.01 - \$70.00	40%
\$70.01 – and above	45%

4. Amend the Agreement to provide the additional Inmate Telephone Features as follows: the Enhanced Services – Flex Kiosks Service Schedule appended to this Amendment is hereby made part of the Agreement.

As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as Exhibit A, shall be delivered to Premises Provider: Enhanced Services – Flex Kiosks.

5. In consideration of the foregoing, the Agreement is hereby extended three (3) years from December 1, 2018 to December 1, 2021 (“Extension Term”).

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.**

**Company**  
**Global Tel\*Link Corporation**

By: \_\_\_\_\_  
Name: Jonathan Walker  
Title: EXECUTIVE VICE PRESIDENT  
Date: 10-26-18

**Premises Provider**  
**Kenosha County, Wisconsin**

By: \_\_\_\_\_  
Name: David G. Beth  
Title: Sheriff-Kenosha County  
Date: 10-8-18



**EXHIBIT A**

**Service Schedule  
Enhanced Services –Flex Kiosks**

1. **Applicability.** This Service Schedule applies only to services provided for use on the Flex Kiosk (as defined below). Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communication, information services, educational, and entertainment products further listed below.

“Flex Kiosk” means wall mounted units used to deploy Enhanced Services.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

3. **Deployment Locations.** Flex Kiosks will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate Flex Kiosk service at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Flex Kiosk Service at such Location.

Location	Location Description	# of Flex Kiosks
4777 88th Ave, Kenosha, WI 53144	Detention Center	35 total (23 inmate and 12 friends and family)
Kenosha-Pretrial, 1000 55th St, Kenosha, WI 53140	Pre-Trial Facility	33 total (27 inmate and 6 friends and family)

In addition to the Flex Kiosks listed above, Company will supply one (1) CellSense Unit and two Scheduling Kiosks (one at each location).

4. **Company Provided Equipment, Services and Cabling.** Company will supply and install equipment, hardware, circuits to deploy Enhanced Services at the Locations at no cost to Premises Provider. Premises Provider will supply and install all required wiring and cabling in accordance with Company specifications. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Upon termination of Enhanced Services in any Location(s), Premises Provider will provide Company a reasonable opportunity to collect all Flex Kiosks and associated equipment and hardware (except cabling).

a. **Video Visitation Services.** Company shall be responsible for: (i) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (ii) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company’s obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (1) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (2) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (3) allow Company to have promotional pricing to make video visitation an attractive alternative.

b. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company’s VVS software provides the following functionalities for visitation scheduling: (i) unlimited number of user licenses for scheduling software; (ii) facility registration and scheduling; (iii) public web-based registration and scheduling; (iv) multilingual web interface (English, Spanish); and (v) professional web-based registration and scheduling. The VVS software allows Premises Provider to (1) manage public and professional

visits; (2) manage non-contact and contact visits; (3) manage on premises video visitation and remote video visitation; (4) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (5) have officer check in for all on premises visits; and (6) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

5. **Support and Maintenance.** Company will provide all support and maintenance services for the Flex Kiosks, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Flex Kiosks will not be available while being repaired or maintained. 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 the Flex Kiosks, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Flex Kiosks Enhanced Services.** Company will supply the number of Flex Kiosks set forth in **Section 3.**

a. **Inmate Flex Kiosks Enhanced Services.** Company will provide the following Enhanced Services through the Inmate Flex Kiosks.

i. **Voice Communication.** Outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform.

ii. **Video Visitation Service.** Video Visitation Service that permits on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

iii. **Inmate Messaging Services.** Two-way messaging that permits monitored electronic messaging between inmates and their families and friends.

iv. **VRS.** Video Relay Service for the deaf or hearing impaired inmates who use American Sign Language (ASL) to communicate.

b. **Visitor Flex Kiosks.** Company will provide Video Visitation Service that permits on-site video visits between inmates and visitors.

7. **Enhanced Services Rates.** Company may apply and collect the following charges on the use of the Flex Kiosks; provided, however, Company may in its discretion change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

c. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

d. On-Premises video visits shall not incur a charge. Remote video visits shall be charged in accordance with the table below. Minimum visit duration of 25 minutes, additional minutes charged at the rate of forty-cents (\$0.40) per minute. There are no refunds for unused minutes.

<b>Minimum Visit Duration</b>	<b>Charge to Visiting Party</b>
25 Minutes	\$10.00

- e. Messaging: \$0.25 per Message Credit (photo and video attachment are only available for inmate friends and family).
  - i. 1-credit per written message
  - ii. 1-credit per photo attachment (in addition to written message cost, if included)
  - iii. 4-credits per video attachment (in addition to written message cost, if included)
  - iv. 8-credits per 10 Gallery Link slots
  - v. 16-credits per 25 Gallery Link slots

8. **Commissions.** Company shall pay Premises Provider a commission every month equal to twenty percent (40%) of gross payments collected for revenue generating video visits (“Video Revenue”). Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon Premises Provider unless written objection is received by Company within sixty (60) days of receipt of commission payment by Premises Provider.

#### **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 Flex Kiosks, including monitor and record video communication and read electronic messaging sent through the Flex Kiosks. 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 Flex Kiosks, 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 agrees to indemnify, defend, and hold Company and its affiliates 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 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 Flex Kiosks, 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 Flex Kiosks, 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. **Early Termination.** If Premises Provider terminates the Agreement before the expiration of term during which the Enhanced Services were deployed, for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Company’s its capital and

related expenditures in connection with deployment of Enhanced Services, less a pro rata amount to account for the period completed under the term.

**12. Limitation of Liability.**

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE FLEX KIOSK UNITS, OR OTHER ACCESSORIES. 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 VIDEO VISITATION UNITS, 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, THE FLEX KIOSK UNITS AND EACH OF ITS COMPONENTS 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 THE FLEX KIOSK UNITS. COMPANY DOES NOT WARRANT THAT THE FLEX KIOSKS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE FLEX KIOSKS WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE FLEX KIOSKS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL 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 THE FLEX KIOSKS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.



# COUNTY OF KENOSHA

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## ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all county employees and officials [either elected or appointed] Kenosha County has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at:

<http://www.co.kenosha.wi.us/DocumentCenter/Home/View/578>

It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of county property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.

4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the

operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

GLOBAL TEL\*Link CORPORATION  
Company Name

[Signature]  
Authorized Signature  
EVP  
Title  
JONATHAN WALKER  
Print Name

10-26-18  
Date

County of Kenosha, by:

[Signature]  
Authorized Signature

Sheriff-Kenosha County  
Title

David G. Beth  
Print Name

10-8-18  
Date



# MEMO

DATE: October 3, 2018

TO: Jennifer Kopp, 1<sup>st</sup> Assistant, Corporation Counsel

FROM: Robert Hallisy, Captain of Administration

RE: Request Review of terms of inmate phone revenue contract with Global Tel\*Link Corp. Contract renewal for another three year term.


Request review of the inmate phone commission contract with Global Tel\*Link Corp. This renewal is for another three year term beginning 12/1/2018 to 12/01/2021.

Modifications to the renewal:

1. Instead of receiving a percentage of phone call revenue earned by GTL, based on minutes of the call duration, we will now receive a flat amount of \$25,000 per month. Our average earnings for phone call revenue, in the past few years, has been around \$12,000 per month.
2. Contract will provide an on-site tech to help inmates with the new tablet program we started early in 2017.
3. We will earn commission on the use of the tablets. We first had to pay for the tablet inventory with the earnings since 2017, and now we will begin to receive a check, monthly, from GTL representing a percentage commission based on a tier of usage by inmates. This may bring in another \$3,000 per month.
4. GTL Corp will install Flex Kiosks to provide Enhanced Services – i.e. Video Visitation opportunity for inmates and messaging services. The Flex Kiosks will be wall mounted units to deploy the Enhanced Services. GTL Corp will charge for remote video visitation sessions and Messaging feature. (See Exhibit A of the Amended contract)
5. GLT Corp will provide to KSD a commission on the remote visitation and messaging earnings. Too early to determine this revenue stream for the Sheriff's Dept.

These terms are favorable to the Sheriff's Department operations and future revenue stream.

Once you review the set of documents, please return to Captain Hallisy and we will get the Sheriff's signatures where required.

  
\_\_\_\_\_  
Robert Hallisy  
Captain of Administration

Enclosures:

Amendment #03 (new contract renewal)

Current Contract (12/01/2015 – 11/30/2018)

Corp Counsel Opinion from Oct 2001; not required by Co. Purchasing Ord to bid this service out.

3-Oct-18

## Nancy Otis

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**From:** Kevin Taylor <kevin.taylor@gtl.net>  
**Sent:** Monday, October 08, 2018 7:33 PM  
**To:** Nancy Otis  
**Cc:** Justin Miller  
**Subject:** Re: WI-Kenosha County Professional Services Contract Amendment 3 - GTL Inc - 08012018v7

Ms. Otis:

Thank you for the update. Please call me Kevin. You can snail mail the hard copy to the following:

GTL Legal Dept.

Attn: Randy Blandin

12021 Sunset Hills Road, Suite 100

Reston, Virginia 20190

But please remit an electronic copy if possible in the interim to me via email to initiate the processing of it. Unfortunately, our Legal folks cannot kick that off.

Thanks  
Kevin

Kevin Taylor  
Account Manager - Central Region  
GTL  
Mobile - 513.252.7851  
Email - kevin.taylor@gtl.net

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**From:** Nancy Otis <nancy.otis@kenoshacounty.org>  
**Sent:** Monday, October 8, 2018 4:39 PM  
**To:** Kevin Taylor  
**Cc:** Justin Miller  
**Subject:** RE: WI-Kenosha County Professional Services Contract Amendment 3 - GTL Inc - 08012018v7

Mr. Taylor,  
I have the Amendment #03 to current professional services contract signed by the Sheriff!

I want to mail the 'original' to you for appropriate signatory of GTL rep. ✓

Where and to whom should I mail this contract to?

Nancy Otis  
Fiscal Services Manager  
Kenosha County Sheriff's Dept.  
Kenosha, WI  
262-605-5178