

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

Pursuant to the contract for telephone services by and between the Glynn County Sheriff's Office and Pay Tel Communications, Inc. executed on August 15, 2014, and extended on September 15, 2015, and again on March 29, 2017 and August 30, 2021, the Glynn County Sheriff's Office hereby agrees to further extend the current contract term ending on June 30, 2022 through and including June 30, 2027. Commissions paid to Glynn County Sheriff's Office will remain unchanged. Call rates will remain in full compliance with applicable Georgia PSC and FCC regulations. The following additional terms are hereby added:

inTeLETABLET™: In consideration for the contract term extension and the exclusive right to provide inmate messaging services; Pay Tel will provide, at no cost to Glynn County Sheriff's Office a comprehensive inmate tablet solution, as further described in Attachment A.

Technology Grant: Pay Tel will provide Glynn County Sheriff's Office with a one-time technology grant in the amount of \$189,000 toward the purchase of a Tek84 Intercept full body scanner or other technology selected by the Sheriff's Office. The technology grant will be funded within 30 days following execution of this Amendment.

Account Support & Representation. In the event of a change to the Regional Account Manager supporting this Contract, Pay Tel will notify Glynn County Sheriff's Office and will continue to support the account with a qualified replacement. Pay Tel will work with Sheriff's Office to ensure that all responsibilities of the Regional Account Manager are met. If Sheriff is not satisfied with account support, Sheriff may provide written notice to Pay Tel detailing specific support issues, and Pay Tel will make reasonable efforts to resolve them. If the support issues are not resolved within thirty (30) days, Sheriff may terminate the Contract.

In the event that termination under this clause occurs on or before June 30, 2025 (within three years), Pay Tel may deduct from any remaining commissions due, an amount equal to a prorated portion of the Technology Grant based on the number of months that will not be completed under the agreement.

Signatures affixed hereto indicate both parties are in agreement to continue the services for the period specified herein.

By: *Vincent Townsend*
Vincent Townsend, President
Pay Tel Communications, Inc.

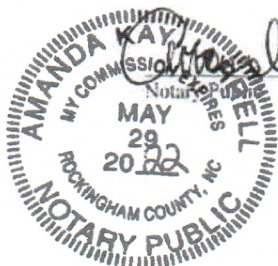
By: *E Neal Jump*
E Neal Jump, Sheriff
Glynn County, Georgia

Date: 5/3/2022

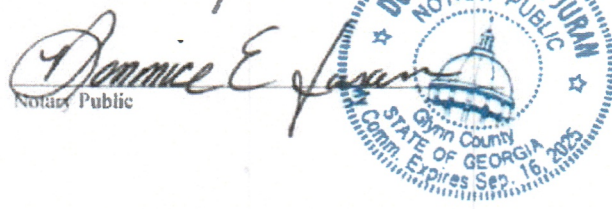
Date: 5/2/2022

Subscribed and sworn to before me on the
2nd day of May 2022.

Subscribed and sworn to before me on the
2 day of May 2022.



Amanda Kay Jewell
Notary Public



Donnice E Juran
Notary Public

ATTACHMENT A

inteleTABLET™ PROJECT SUMMARY

inteleTABLET™ handheld devices (initial quantity of tablets is estimated to be 222 based on the current population and jail configuration at this time. Adjustments will be made as needed to support facility population changes.

Tablets will be configured to provide the following required functions:

- Pathway to Achieve™ Incentive-based Education
 - Entertainment (Movies, music and games)
 - Inmate Phone Application (Required)
 - inteleMESSAGE™ Inmate Messaging (Required)
 - Reentry – CareerOneStop and Rise4Me™
 - Inmate Handbook – Inmates will be required to view
 - Pathways to Faith™ – Video Sermons and Motivational Content
 - Pay Tel Lending Library
 - Law Library
- Self-Service Charging Stations
 - Access Points(APs) installed within pods to support tablet access from common areas and cells
 - Pay Tel will perform the installation and training.
 - Pay Tel will install necessary wiring for the Access Points
 - Pay Tel will order and provision the internet bandwidth necessary to support the tablet functions
 - Pay Tel will coordinate the delivery, installation and training schedule with the facility

Customer Responsibilities:

- Customer agrees to provide access to tablets throughout the day from 8AM to 10PM
- Customer agrees to participate in Pay Tel's Quality Assurance Program to maximize tablet availability and minimize tablet damage.
- It is understood that Customer's policies with regard to facility management as outlined in the inmate handbook may impact tablet access times due to disciplinary restrictions applied.

inteleTABLET™ - Cost to Inmates

- Education: NONE
- Entertainment Paid for with Earned Education Credits: NONE
- Entertainment Paid with Inmate Funds \$.05 per minute
- inteleMESSAGE™: \$.50 per message

Rise4Me™ Reentry Web Page customized for Glynn County Sheriff's Office

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Vincent Townsend, President
Pay Tel Communications, Inc

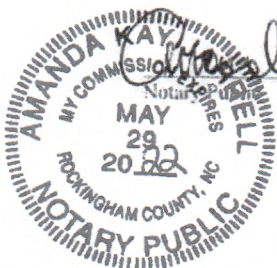
By: *Neal Jump*
Neal Jump, Sheriff
Glynn County, Georgia

Date: 5/3/2022

Date: 5/2/2022

Subscribed and sworn to before me on the
2nd day of May 2022.

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Amanda Kay Jewell
Notary Public



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AND
PAY TEL COMMUNICATIONS, INC.**

Pursuant to the contract for telephone services by and between the Glynn County Sheriff's Office and Pay Tel Communications, Inc. executed on August 15, 2014, and extended on September 15, 2015, the Glynn County Sheriff's Office hereby agrees to further extend the current contract term currently ending on June 30, 2017 through and including December 31, 2020. Existing contract terms will remain in unchanged, including, but not limited to commissions, and annual bonus amount. Call rates will remain in full compliance with applicable Georgia PSC and FCC regulations.

Signatures affixed hereto indicate both parties are in agreement to continue the services for the period specified herein.

By: *Vincent Townsend*
Vincent Townsend

Date: 4/5/17

By: *E. Neal Jump*
E. Neal Jump, Sheriff

Date: 3/29/17

Subscribed and sworn to before me on the
5th day of April 2017.

Teresa A. Zook
Notary Public

Subscribed and sworn to before me on the
30th day of May 2017.

Judy Collins
Notary Public



JUDY COLLINS
NOTARY PUBLIC
Glynn County
State of Georgia
My Comm. Expires March 22, 2020

100 Sulphur Springs Road
Brunswick, Georgia 31520



E. Neal Jump
Sheriff

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

May 04, 2015

Pay-Tel Communications, Inc.
Vincent Townsend
PO Box 8179
Greensboro, NC 27419

Dear Mr. Townsend:

Enclosed are two original documents to exercise our 1st year option to continue the services of Pay Tel Communications, Inc., for the period outlined in the original contract.

Please sign both originals and return to our office for signature by Sheriff Jump. After he has signed the contract, we will forward one to you for your files.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in blue ink that reads "Krista L. Quinnelly". The signature is written in a cursive style.

Krista L. Quinnelly
Administrative Supervisor

Enclosures

*Mailed
5-4-15
KQ*

11

11/11/11

100 Sulphur Springs Road
Brunswick, Georgia 31520



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

**E. Neal Jump
Sheriff**

**EXERCISE OF CONTRACT EXTENSION OPTION BETWEEN
THE GLYNN COUNTY SHERIFF'S OFFICE
AND
PAY TEL COMMUNICATIONS, INC.**

Pursuant to the contract for telephone services by and between the Glynn County Sheriff's Office and Pay Tel Communications, Inc., executed on August 15, 2014, the Glynn County Sheriff's Office would like to exercise its first year option to continue the services of Pay Tel Communications, Inc. for the period outlined in the original contract. The first option year begins July 1, 2015 and ends June 30, 2016. All conditions outlined in the original agreement will remain in effect throughout the extension.

Signatures affixed hereto indicate both parties are in agreement to continue the services for the period specified herein.

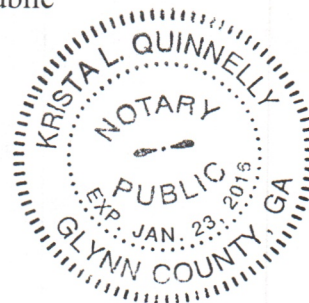
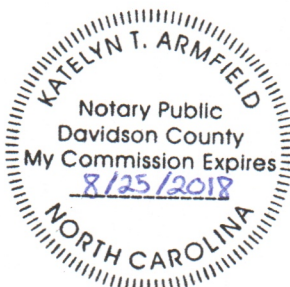
By: Vincent Townsend 5/7/15 Date By: E. Neal Jump 5/20/2015 Date
Vincent Townsend Date E. Neal Jump, Sheriff Date

Subscribed and sworn to before me on the 7th day of May 2015.

Subscribed and sworn to before me on the 20 day of May 2015.

Katelyn T. Armfield
Notary Public

Kristal L. Quannelly
Notary Public



**CONTRACT FOR SERVICES
BY AND BETWEEN
GLYNN COUNTY SHERIFF
AND
PAY TEL COMMUNICATIONS INC.**

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

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

Part A: Contract Form

ARTICLE 1. The Contractor agrees to provide all the staff, facilities, materials, equipment and labor necessary to carry out, in good faith, the complete requirements of the project specified as **Glynn County Detention Center Inmate Telephone System** in strict conformity with all sections of the Solicitation 06102014, hereinafter set forth, whose program services together with the Contractor's Bid, the Advertisement for Bids, Instructions to Bidders, General Conditions, Representations, this Agreement, and all addenda hereto annexed, shall form essential parts of this Agreement as if fully contained herein.

ARTICLE 2. The Contractor agrees to commence the project included in this Contract on the date stated in the Notice to Proceed which has been mutually agreed upon by the Sheriff's Office and the Contractor.

ARTICLE 3. The Contractor agrees to pay the Sheriff, in current funds, for the performance of this Contract the agreed upon cost and fees as delineated in the Contractor's proposed **Fee Schedule** which sum shall also pay for all loss or damage arising out of the nature of the project aforesaid, or from unforeseen obstructions or difficulties encountered in the performance of the project and for all expenses incurred by, or in consequence of the project, its suspension or discontinuance, and for well and faithful completion of the project and the whole thereof, as herein provided. The Contractor shall have until the 15th of each month to submit payment to the Sheriff.

ARTICLE 4. The Sheriff and Contractor agree that the Specifications, and all Addenda thereto together with this Agreement, form the Contract and that such Specifications are as fully a part of the Contract as if attached or herein repeated. Contractor agrees that the work and services required by this contract may require inspection and approval of the Sheriff's Office.

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

This agreement consists of parts.

Part A: Contract Form

Part B: Certificate of Insurance

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

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

Contractor designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with said Secretary. Contractor, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia and in any said action or proceeding. Contractor hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

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

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

Contractors and all approved subcontractors shall compensate its employees, at a rate equal to or greater than the prevailing local wage rate in Glynn County as determined and announced by the Wage and Hour Division of the U.S. Department of Labor.

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

No assignment or transfer of this Agreement or any right accruing here under shall be made in whole or in part by Contractor without the express written consent of the Sheriff.

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

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

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

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

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

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

IN WITNESS WHEREOF:

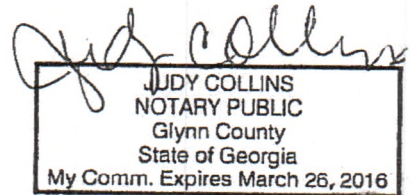
The parties hereto have executed this Agreement under their respective seals as of the date last written below in three (3) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original contract.

SHERIFF'S OFFICE:

By: *E. Seal Jones*
Title: Sheriff, Glynn County Georgia
Date: 8-14-2014
(Seal)

Signed and sealed in the presence of

- 1. *Ronald W. Carter*
- 2. *Randy Chester*



CONTRACTOR:

PAYTEL COMMUNICATIONS, INC
Company Name

Signed and sealed in the presence of:

By: *Vernon Townsend*
Title: MANAGER IT
(Seal)

- 1. *R. Sayre*
- 2. *Wanda Harder*

Attest: *Katelyn T. Armfield*
Title: Notary Public
Date: 8/15/2014

