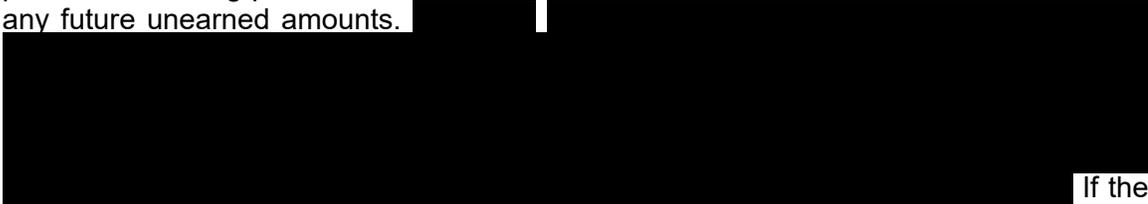


LARIMER COUNTY, COLORADO
Professional Services Agreement
(P19-29)

THIS AGREEMENT is made by and between the Board of County Commissioners of Larimer County, Colorado, located at 200 W. Oak, Fort Collins, Colorado 80521 ("County"), and Global Tel*Link Corporation (GTL), located at 3120 Fairview Park Drive, Falls Church, Virginia, 22042, ("Contractor"). County and Contractor agree to the following terms and conditions:

1. TERM

- a. Initial Term. The initial term of this Agreement shall be from March 1st, 2021 through and including February 28th, 2026 ("Initial Term"), unless sooner terminated as provided for in this Agreement.
- b. Extension Terms. County may, at its sole option, extend the term of this Agreement beyond the Initial Term for additional one-year terms at the same rates and under the same terms provided for herein (each such period being an "Extension Term"). County shall notify Contractor of its election for an Extension Term(s) as provided for in §6.
- c. Early Termination for Convenience of County. County may, at its sole option, terminate this Agreement at any time for its convenience and without cause. Any termination by County under this provision, shall only be effective upon receipt of six (6) months advance written notice to Contractor. Upon receipt of such notice, Contractor shall be subject to this subsection and §5(a)(i).
 - i. County shall provide Contractor written notice of such termination in accordance with §6, and such notice shall specify the effective date of the termination.
 - ii. In no event shall County be liable for costs incurred by Contractor after the specified termination date, including but not limited to anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, or post-termination overhead or unabsorbed overhead.
 - iii. Contractor will provide wireless inmate tablet solutions at no cost to the County for the duration of this agreement in consideration of this Agreement.
- d. Payment upon Termination. If County terminates this Agreement, County shall pay to Contractor all undisputed amounts due and payable for services and sales provided/occurring prior to the date of termination, but Contractor shall not be entitled to any future unearned amounts.  If the County terminates this Agreement, Contractor shall continue to pay to County all amounts due and payable under the Agreement, such as commissions, and prepaid fees, if any.
- e. Return of Data. Upon the termination of this Agreement, Contractor shall, within thirty (30) business days following the termination of this Agreement, provide County, without charge and without any conditions or contingencies whatsoever (including but not limited to the

payment of any fees due to Contractor), with a final extract of the County Data in the most current version of SQL Server or in a format otherwise agreed to by the parties at the time of transfer. Further, Contractor shall retain all County Data for a minimum of ninety (90) days from the date of termination, during which time County may continue to submit to Contractor written requests to purge or retrieve County Data. Thereafter, Contractor shall have no obligation to continue to hold, export, or return County Data, and County acknowledges Contractor has no liability for deletion of Data which may occur ninety (90) days after termination of this Agreement. Upon termination of this Agreement, County shall destroy all copies of Contractor's proprietary software. This Section shall survive the termination of this Agreement.

2. STATEMENT OF WORK

- a. Contractor shall perform all the services, including delivery of any goods and services relating to such goods, as described in **Exhibit A** attached hereto (the "Work" or the "Services") and in accordance with the provisions of this Agreement.

3. PAYMENT

- a. Commissions to County. Contractor will install, operate and maintain equipment at no charge to County. Contractor will pay County the commission amounts set forth on Exhibit B, attached hereto (collectively the "Commissions"), in consideration of the County granting Contractor exclusive rights for the installation and operation of equipment servicing the service locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls.
- b. Contractor will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.
- c. County and Contractor agree to review and reestablish the Phone rates, commission rates, minimum annual guarantee, Tablet Replacement, Repair and Maintenance (RMA percentage per tablet schedule item 4), and 18 months from the date of the Agreement, on or before March 1, 2023.
- d. The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to Contractor for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice.
- e. Contractor agrees that all invoices shall be exclusive of all excise, sale, use and other taxes for which County is exempt. Upon request, County shall provide Contractor a tax-exempt certificate or other similar form demonstrating its tax-exempt status. Within 30

days of its receipt of a complete and proper invoice, County shall pay the invoice so long as the amount invoiced correctly represents amounts owed pursuant the terms of this Agreement. Prior to payment, County reserves the right to require such additional documentation that it reasonably deems necessary to support invoices and payments to Contractor. In such event, payment deadlines shall be tolled and non-payment pending receipt and review of such additional documentation shall not constitute a breach by County.

- f. Larimer County is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Termination of this agreement due to future non-appropriation shall not be considered a breach or default by County.

4. BREACH

- a. The failure of either party to perform any of its obligations in accordance with this Agreement, in whole or in part, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, court-ordered reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.
- b. In the event of a breach, the non-breaching party shall give written notice of the breach to the other party in accordance with §6. If the notified party does not cure the breach within 30 days after the effective date of the notice pursuant to §6, the non-breaching party may exercise any of the remedies as described in §5 for that party. Notwithstanding any provision of this Agreement to the contrary, County may immediately terminate this Agreement for convenience and without cause as provided in §1(c) with prior written notice and without a cure period.

5. REMEDIES FOR BREACH

- a. County Remedies. [REDACTED]

2. [REDACTED]

b. Contractor Remedies. [REDACTED]

c. No Binding Arbitration. Larimer County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement, whether expressly stated or by incorporation, shall be null and void. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

6. NOTICE & REPRESENTATIVES

- a. All notices required or permitted under this Agreement shall be in writing and delivered in person, by certified or registered mail, or via email with read-receipt requested to the following designated party representatives (“Contract Administrator”):
 - i. If to County: Lt. Staci Shaffer – shaffesl@co.larimer.co.us
2405 Midpoint Dr
Fort Collins, CO 80525
(970)498-5213

ii. If to Contractor: [REDACTED]

3120 Fairview Park Drive

Falls Church, Virginia, 22042

[REDACTED]

- b. County's Contract Administrator does not have the authority to alter or modify the terms of this Agreement.
- c. Notices delivered in person or by certified or registered mail are effective upon delivery. Notices sent via email are effective upon receipt as evidenced by read receipt.

7. LIABILITY

- a. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to County under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.
- b. General Liability & Intellectual Property Indemnification.
 - i. Contractor shall be responsible for, hold harmless and indemnify County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, that are attributable to the negligence, legal liability or fault of Contractor, its employees, agents, subcontractors, or assignees in connection with this Agreement; and
 - ii. Contractor shall indemnify and hold harmless County, its employees, officials, and agents for any losses and liabilities incurred by County, its employees, officials, and/or agents, in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.
- c. Duty to Defend. Contractor shall defend the County, its employees, officials, and agents, by attorneys and other professionals reasonably approved by them against any claims, suits, actions or proceedings related to the losses, liabilities, and indemnity set forth in §7(b)(i) and (ii) above. In no event shall any matter be settled without prior approval by the County.
- d. Insurance. Contractor shall obtain, and maintain continuously for the term of this Agreement, at its expense, the insurance types and amounts set forth in **Exhibit C** attached hereto. Contractor is not relieved of any liability or other obligations due to its failure to obtain or maintain insurance in sufficient amounts, durations, or types.
- e. No Pledge of Credit or Aid to Corporations. Pursuant to Colorado Constitution Article XI, §1 and 2, and Article X, §20, County shall not indemnify or hold harmless Contractor or any party related to or operating under this Agreement. No provision of this Agreement shall limit or set the amount of damages available to County to any amount other than the actual direct and indirect damages to County, regardless of the theory or basis for such damages. Any provision included or incorporated in this Agreement by reference which purports to negate this provision in whole or in part, or which conflicts with its terms, shall

not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of this Agreement.

8. GENERAL PROVISIONS

- a. Independent Contractor. Contractor is an independent contractor and under no circumstance will Contractor or any agent or employee of Contractor be deemed an employee of County. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through County, and Contractor is solely responsible to provide such benefits at its sole cost.
- b. No Assignment. All rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent by the other party, and any such transfer or assignment shall subject the transferee/assignee to all provisions of this Agreement.
- c. Standard and Manner of Performance. Contractor shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.
- d. Not Exclusive. Contractor is not guaranteed any work except as expressly stated herein, and this Agreement does not create an exclusive contract for the Work.
- e. Choice of Law, Jurisdiction and Venue. Colorado law shall be applied in the interpretation, execution and enforcement of this Agreement. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado.
- f. Contractor's Records.
 - i. Contractor shall maintain a file of all documents, records, communications, notes, accounting records and other materials relating to the Work, including documents, records, communications, notes, and other materials related to the Work performed by subcontractors or agents (collectively the "Contractor's Records."
 1. Except for PDF delivered mail as set forth in §8(f)(i)(2), Contractor's Records shall be kept by Contractor for a minimum of three (3) years from the date of final payment to Contractor under this Agreement.
 2. Contractor shall keep copies of PDF delivered mail for a minimum of seven (7) years from the date of creation.
 - ii. During performance of the Work and for the required record retention period, Contractor shall provide copies to County upon request or permit duly authorized agents and employees of County to enter Contractor's offices to inspect, review, copy, examine, and/or audit Contractor's Records at all reasonable times with a minimum of two (2) business days' notice from County.
- g. Debarment. Contractor certifies by signing this Agreement that neither Contractor, the organization, nor its principals are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the System for Award Management (SAM) exclusions list maintained by the General Services Administration (GSA).

- h. Authority. Each party represents and warrants that the execution and delivery of this Agreement and the performance of such party's obligations have been duly authorized.
- i. No Third-Party Beneficiaries. This Agreement is for the sole benefit of County and Contractor and nothing herein shall be construed as giving any benefits, rights, remedies, or claims to any other person or entity. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to County and Contractor. Any services or benefits which third parties receive as a result of this Agreement are incidental.
- j. Public Records. County is subject to the Colorado's Open Records Act ("CORA") and Contractor acknowledges that this Agreement is disclosable to the public pursuant to CORA. Additionally, Contractor understands that other records and information related to this Agreement may be subject to public disclosure pursuant to CORA, and County will release any such records per the requirements of CORA. County shall not be responsible for any damages or claims related to its disclosure of records or information it determines must be disclosed pursuant to CORA or any other applicable law.
- k. Laws and Regulations. Contractor shall strictly comply with all applicable federal, state and local laws, rules, and regulations in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices.
- l. Public Contracts for Services. *[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and County within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to County a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-102 et seq., County may terminate this Agreement for breach and, if so terminated, Contractor shall be liable for damages.
- m. Ownership of Work Product. The tangible and intangible products of the Work performed under this Agreement, including but not limited to documents, text, reports, proposals, specifications, plans, notes, studies, data, images, photographs, pictures, negatives, drawings, models, surveys, maps, materials, and any other results of the Work ("Work

Product”), are intended to be works made for hire and shall be solely owned by County. Contractor assigns to County all right, title, and interest to all Work Product, and agrees to cooperate and execute any documents in furtherance of County securing and/or protecting its intellectual property rights related to the Work Product. Work Product does not include any material developed by Contractor prior to the effective date of this Agreement that is used, without modification, in performance of the Work.

- i. Transfer of ownership to County shall not apply to any software or application systems, related documentation and materials (collectively, the “Software”), which shall remain, at all times, the property of Contractor or its licensors, and for which Contractor or its licensors shall hold all copyrights. Notwithstanding the foregoing, Contractor shall grant to County a royalty free right to use such Software as necessary to fulfill the intended purpose under this Agreement.
- n. Counterparts and Signatures. This Agreement may be executed in several identical counterparts, all of which taken together shall constitute one single agreement between the parties. Facsimile signatures and signatures transmitted via portable document format (PDF) shall be considered as original signatures.

9. ADDITIONAL PROVISIONS



- c. **Authorized Users.** Any individual or entity authorized by County may access and use the Services. County is not restricted in the number of individuals or entities who may access and use the Services. County will not be charged based upon the number of authorized users.
- d. **Storage.** The services shall at all times include data storage capacity sufficient to meet County’s needs.
- e. **Documentation.** The documentation for the Services (the "Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services.

County shall have the right to make any number of additional copies of the Documentation at no additional charge.

- f. **Maintenance.** Contractor shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

- i. **Required Notice of Maintenance.** Unless as otherwise agreed to in writing by County on a case-by-case basis, Contractor shall provide written notice of all non-emergency maintenance to be performed on the Services as soon as commercially practicable following the scheduling of such maintenance, but in no event shall such notice be given less than three (3) business days prior to the scheduled maintenance. Said written notice shall include a detailed description of all maintenance to be performed and when it will be performed. For emergency maintenance, Contractor shall provide as much prior notice as commercially practicable to County and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance. All maintenance shall be scheduled in a time and manner to minimize interruption of County business operations.

g. **County Data.**

- i. **Ownership.** County's data ("County Data," which shall also be known and treated by Contractor as Confidential Information) shall include: (a) County's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. County Data is and shall remain the sole and exclusive property of County and all right, title, and interest in the same is reserved by County. This Section shall survive the termination of this Agreement.
- ii. **Contractor Use of County Data.** Contractor is provided a limited license to County Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display County Data only to the extent necessary in the providing of the Services. Contractor shall: (a) keep and maintain County Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose County Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, Exhibit A, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than

County without County's prior written consent. This Section shall survive the termination of this Agreement.

- iii. **Backup and Recovery of County Data.** As a part of the Services, Contractor is responsible for maintaining a backup of County Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Contractor shall maintain a contemporaneous backup of County Data that can be provided within twenty-four (24) hours at any point in time. Additionally, Contractor shall store a backup of County Data in an off-site "hardened" facility no less than daily, maintaining the security of County Data, the security requirements of which are further described herein. Contractor must provide written notice to County prior to any change in backup policy.
- iv. **Loss of Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of County Data, Contractor shall, as applicable: (a) notify County as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with County in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County; (c) in the case of PII, which the parties do not anticipate arising under this Agreement, Contractor shall (i) send notice to the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, with such notice including all content and otherwise complying with any applicable laws; or, at the election of County, reimburse County for any costs in so notifying the affected individuals; (d) perform or take any other actions required to comply with applicable law as a result of the occurrence; (e) indemnify, defend, and hold harmless County for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence; (f) be responsible for recreating lost County Data in the manner and on the schedule set by County without charge to County; and, (g) provide to County a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall occur at the discretion of County, and shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section shall survive the termination of this Agreement.
- h. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential,

privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

- i. **Meaning of Confidential Information.** For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; (d) required to be disclosed by applicable law; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, County Data shall be deemed to be Confidential Information.
- ii. **Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- iii. **Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- iv. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of County, at the sole election of County, the immediate termination, without liability to County, of this Agreement or any Exhibit A corresponding to the breach or threatened breach.
- v. **Surrender of Confidential Information upon Termination.** Upon termination of this Agreement or an Exhibit A, in whole or in part, each party shall, within ten (10) calendar days from the date of termination, return to the other party any

and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control, provided, however, that Contractor shall return County Data to County following the timeframe and procedure described further in this Agreement. Should Contractor or County determine that the return of any non-County Data Confidential Information is not feasible, following written permission from the other party, such party shall destroy the non-County Data Confidential Information and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.



**BOARD OF COUNTY COMMISSIONERS
OF LARIMER COUNTY**

By John Kefalas 3/2/21
Chair DATE

Attest: [Signature]
Deputy Clerk

CONTRACTOR

By [Signature] 24-FEB-2021
Signature DATE

Printed Name Maribeth Kuznia, Contracts Manager

DATE 2/24/2021
APPROVED AS TO FORM
[Signature]
COUNTY ATTORNEY

EXHIBIT A Scope of Work

OVERVIEW

Contractor will, at a minimum, to provide, all of the following services, and shall do so as set forth in the SERVICES section below:

1. [REDACTED]

SERVICES

General

1. [REDACTED]

- [REDACTED]

[REDACTED]

Phones

Contractor shall provide County with an inmate telephone service, along with the following:

1. [REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

[Redacted text block]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[REDACTED]

[Redacted text block]

IMPLEMENTATION & TRAINING

- 1. [Redacted list item]

[REDACTED]

CUSTOMIZATION/INTEGRATION

[REDACTED]

[Redacted]

SUPPORT

GTL Service Levels

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]
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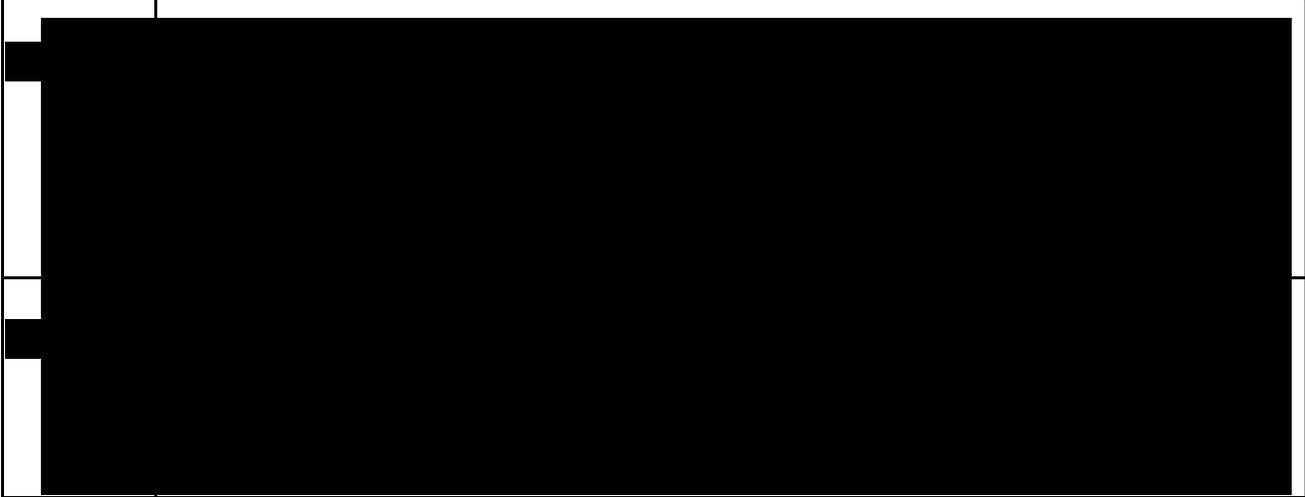


EXHIBIT B

Commission and Payment Terms

COMMISSION

Commissions payable to County hereunder shall be subject to a **Minimum Annual Guarantee of \$150,000.00 (the "MAG")**.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Inmate Calling Rates.

Contractor will pay to the County monthly commissions at the rate of **45%** of Total Gross Revenue generated by the Inmate Telephone System.

Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Contractor. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (v) any amount Contractor 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 Contractor in connection with such programs. Commission payments shall be paid monthly.

The following rates apply to calls from all Service Locations:

Service	Rate
Inmate Telephone Service (ITS)	
All Domestic Call Types	\$0.15 per minute
International Calls	\$0.50 per minute

Contractor may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

Taxes and Fees on Inmate Phone Calls

Contractor will charge the calling rates approved by the City. Federal, state and local taxes apply to all telecommunications services. Taxes on collect calls are assessed by the local exchange carrier or billing agent that bills the call recipient for the collect call. Taxes on prepaid calls such as, Friend and Family Accounts, PIN Debit or Prepaid Cards, are assessed and collected by Contractor and remitted to the taxing authority. Tax calculations are based upon the mandated tax rate in effect at the time of call and vary by call origination and destination. Tax collections are rendered to the appropriate taxing entity and are never retained in whole or in part by Contractor.

Deposit Services Funding Fees.

Fees associated with cash and credit/debit card funding of trust accounts using the provided lobby kiosks and phone- and web-based deposit services are:

Payment Services	Deposit Range	Rate
Payment Services & Deposit Fees		

Walk-in Retail	(\$0 - \$200)	\$4.95
Commissary/Trust - Cash	(\$0 - \$200)	\$2.95
Commissary/Trust - Credit/Debit Card	(\$0 - \$20)	\$2.95 + 3.5%
	(\$20.01 - \$50)	\$3.95 + 3.5%
	(\$50.01 - \$100)	\$4.95 + 3.5%
	(\$100.01 - \$200)	\$5.95 + 3.5%
Self-Release Bail - Cash	\$9,999 max	Free
Self-Release Bail - Credit/Debit Card	\$9,999 max	3.50%

Other Applicable Fees

Other Applicable Fees		Fee
FCC Compliant Convenience Fees		
Account Funding via Internet, IVR/Web, or Kiosk		\$3.00
Account Funding via Live Operator		\$5.95
Single Bill Statement Fee		\$2.00
Single Pay Calls (Quick Connect)		\$3.00
Federal Cost Recovery Fees		
Federal Universal Service Fund (FUSF)		Per FCC
Third Party Transaction Fee		
Charged by third parties including, but not limited to, MoneyGram, WesternUnion, credit card processing, and transfers from commissary accounts. Fees do not include any markup by GTL.		



EXHIBIT C

INSURANCE REQUIREMENTS:

[REDACTED]



16. Contractor shall furnish Larimer County certificates of insurance. Contractor will receive all sub-contractors certificates of insurance. Such certificate must meet all requirements listed above.

ANY DEVIATIONS FROM THE STANDARDS GIVEN ABOVE MUST BE APPROVED BY THE LARIMER COUNTY RISK MANAGEMENT DEPARTMENT.

AMENDMENT # 1 TO PROFESSIONAL SERVICES AGREEMENT (P19-29)

This Amendment # 1 (“Amendment”) takes effect October 26, 2021, or the effective date of the FCC Order (as defined below), whichever is later (“Effective Date”), and amends and revises that certain **Professional Services Agreement (P19-29)**, dated March 2, 2021, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company” or “Contractor”), and the Board of County Commissioners of Larimer County, Colorado, with an address of 200 W. Oak, Fort Collins, Colorado 80521 (the “Premises Provider” or “County”) (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 Federal Communications Commission (“FCC”) issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided 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 October 26, 2021, or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$ 0.15 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: \$ 0.15 per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: \$ 0.15 per minute of use, plus the applicable call termination rate for the international destination of the call as published on the Company’s website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid 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 the Company in connection with such programs.

Ancillary Service Charges. The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted per-minute rate

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 as of the latest date listed below.

Company
Global Tel*Link Corporation

By: _____
 Name: _____
 Title: _____

Premises Provider
Board of County Commissioners of Larimer
County

By: _____
 Name: _____

Date: _____

Title: _____ Chair

Date: _____

Attest: _____

Deputy Clerk

19 October 2021

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Board of County Commissioners of Larimer County
ATTN: Lt. Staci Shaffer
2405 Midpoint Dr
Fort Collins, CO 80525
Email: shaffesl@co.larimer.co.us

Re: Change to International Inmate Telephone Service Rates

Dear Sir or Madam:

Global Tel*Link Corporation (“GTL” or the “Company”) and the **Board of County Commissioners of Larimer County, Colorado** (the “Premises Provider”) are parties to a certain **Professional Services Agreement dated March 1, 2021** as amended from time to time (the “Agreement”).

Effective October 26, 2021, GTL must make certain changes to inmate telephone service rates and ancillary service charges mandated by the Federal Communications Commission (“FCC”) Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking issued in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”).

The only changes required by the FCC Order that affect the Agreement are those related to international inmate telephone service rates. The law requires the Company to implement the new international inmate telephone service rate caps or face steep penalties imposed by the FCC for failure to comply with the law. Consequently, based on the change in law, the Company will implement the following changes effective October 26, 2021:

1. In compliance with the FCC Order and FCC Rule Section 64.6030, effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international inmate telephone service (“ITS”) will be:

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth in the Agreement of **\$0.15 per minute** plus the applicable call termination rate for the international destination of the call as published on the Company’s website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international ITS per minute of use calls.

The international ITS rates set forth above are exclusive of taxes and other amounts collected by the Company on behalf of, or paid 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 the Company in connection with such programs.

We look forward to continuing to work with you and support you and the community you serve. We are ready to work with you at your convenience to finalize an amendment to the Agreement to the extent necessary. Thank you for your cooperation on this matter.

Sincerely,

Eileen Tobin

Eileen Tobin
Director, Contracts Administration
Global Tel*Link Corporation
Eileen.Tobin@gtl.net