

CORTLAND COUNTY CONTRACT

Mark E. Helms
Sheriff

Budd W. Rigg
Undersheriff

Joyce L. Smith
Confidential Secretary

County of Cortland
Office of the
SHERIFF

Public Safety Building * 54 Greenbush Street
Cortland, New York 13045
Phone: (607) 758-5599 Fax: (607) 753-6649



EMERGENCY
DIAL 911

Captain Nick Lynch

Corrections Division

Lieutenant Kris Keelhar

March 9, 2020

To: George Dahlbender
01A0341
Green Haven Correctional Facility
594 Route 216
Stormville, NY 12582

From: Captain Nick Lynch
Jail Administrator

Re: FOIL request
March 2, 2020

Mr. Dahlbender,

On March 5, 2020 I received your FOIL request dated March 2, 2020. Below, at your request, I have outlined whether a record exists, and a page count. Our agency charges .25 cents per page. I have identified 18 pages associated with your request. The total amount due is \$4.50. Payment can be processed via cash, or money order (payable to the Cortland County Sheriff's Office, Sheriff Mark Helms). Payment can be made in person or via mail to the Civil Division located at 54 Greenbush Street Cortland, NY 13045.

- 1) Record exists (11 pages)
- 2) Record exists (7 pages)
- 3) No record

Respectfully,


CPT. Nicholas Lynch

Pursuant to Public Officers Law §89(4)(a), you may appeal this determination to the Cortland County Attorney. The Cortland County Attorney is designated as the FOIL appeal officer. The address is,

Cortland County Attorney Office
60 Central Ave.
Cortland N.Y. 13045

Please keep this Tracking Sheet with the contract at all times.

Standard Contract Tracking Sheet

No. 068 - 15
Res. No. 109-15

Contract submitted by: Sheriff
Date submitted: 03/31/2015
Contract with/for: Global TEL*LINK Corp.
Contract entered on log on: 4/1/15

1 - Resolution and contract given to County Attorney on: 03/31/2015
b. Assigned to Assistant County Attorney: _____ on _____
2 - Approved Yes on 4/16/15
 No see comments below
3 - Given to Chairman for signature on: 4/16/15
4- Returned to department on: 4/21/15

Comments: (3 copies) Note: this contract requires notice in
ADVANCE to Vendor of any release of the Contract as Required
by Law. (initials)

4/22 - sent 3 contract to Global Tel for signatures

File ✓

** County Attorney approval of this contract is
subject to DEPARTMENT CONFIRMATION of funds.
Please complete the section below and return with the
FULLY EXECUTED COPY OF CONTRACT (including this
cover sheet) to the County Attorney's Office:

[Signature] Funding Account Verified
[Signature] Dept name or initials 4/24/15 Date

certificate, and this blue sheet with the County Attorney's office.

County Attorney Office:
Ins. Cert. Expiration 9/1/15
Contract Term * to
Filed with County Attorney
Entered to FORTIS

* 5 years from execution
completion.
Automatic 1 year renewals

ON MOTION OF RICHARD BUSHNELL

RESOLUTION NO. 69-15

Authorize Agreement GLOBAL TEL LINK CORP. Sheriff's/Jail

**Authorize Agreement
Sheriff's Department/Jail
(GLOBAL TEL* LINK CORPORATION)**

WHERE AS, GLOBAL TEL*LINK CORPORATION., 2609 Cameron Street, Mobile, Alabama 36607, has agreed to enter into an agreement to furnish Cortland County Jail with a inmate collect call telephone system for inmates incarcerated in the Cortland County Jail. Remuneration shall be Forty-four (44%) of the gross revenue billed or prepaid for all phones covered by the agreement.

NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature and the Sheriff of Cortland County, upon review and approval by the County Attorney, be and hereby are authorized to contract with GLOBAL TEL*LINK CORPORATION. This Agreement will be in effect for five (5) years, commencing from the date of the full execution of said agreement.

**STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)**

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 26th day of February, 2015 and that the same is a correct and true transcript of such actions taken.

**IN WITNESS WHEREOF I have hereunto set my hand
and the official seal of the CORTLAND COUNTY
LEGISLATURE, this 26th day of February, 2015.**


**Jeremy D. Boylan, Clerk of the Legislature
Cortland County**

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company") and Cortland County Jail, with an address at 54 Greenbush Street, Cortland, NY 13045 ("Premise Provider").

1. **Term.** This Agreement shall be in effect for five (5) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms.

2. **Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 54 Greenbush Street, Cortland, NY 13045 (Facility) and all other facilities under the control of Premise Provider.

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

3. **Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. **Compensation.** Remuneration shall be fifty-five percent (55%) of the gross revenue billed or prepaid for all phones covered by this Agreement for intra-state calls. Gross Revenue shall mean all revenue

generated by every completed intra-state call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) revenue from calls completed through the Connect2Talk™ program (as described in Exhibit A) or revenue from interstate calls and (v) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

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

Cortland County Jail
54 Greenbush Street
Cortland, NY 13045
607-753-3311

5. **Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. **Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility. Furthermore, the Premise Provider agrees that Company shall have the exclusive right to provide the products and services implemented at Premise Provider facilities pursuant to this Agreement, other inmate communication services that are, or may be, implemented during the duration of this Agreement, including but not limited to telephone, email, video visitation, and inpod services, whether the services are for inmates located at the Facility or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the inmate call monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premise Provider (or the Company at the direction of the Premise Provider) to comply with such law, regulation or guideline.
- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the CDRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

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

To Premise Provider:
Cortland County Jail
54 Greenbush Street, Cortland

Cortland, NY 13045
Phone: 607-753-3311
Fax: 607-753-6649
ATTN: Sheriff Lee Price

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of New York.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will

cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Reston, Virginia, USA. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in New York. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

22. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this _____ day of February, 2015.

Company

Global Tel*Link Corporation



Signature

Name: Jeffrey B. Haidinger
Title: President & COO

Premise Provider

~~Cortland~~
~~Courtland County Jail~~



Signature

Name: ~~Susan Briggs~~
Title: Chairman of the Legislature

APPROVED AS
TO FORM

Inmate Telephone Service Agreement
COUNTY ATTORNEY

Exhibit A

Facility Name and Address:

Cortland County Jail
 54 Greenbush Street
 Cortland, NY 13045

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement. Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

Equipment/Platform:	ICMv
# of Inmate Phones:	17 existing
# of Channels:	
# days recording storage:	1825
# Desktop workstations:	1
# Laptop workstations:	
# VPN Licenses:	
# portable cart phones:	
# TDDs:	1

Single Call Billing:

Company will implement a single call billing program on all inmate telephone calls that uses the latest technology to bring together inmates and their families and friends. The program creates instant means for inmate families and friends with cellular telephones or a telephone number that cannot be billed through a local exchange carrier to communicate with the inmate without creating a prepaid account. It seeks to introduce inmate family and friends to the inmate telephony system operated by Company at Premise Provider facilities. It also serves to encourage inmate family and friends to create AdvancePay™ accounts and pursue more regular contact with inmates. The program provides two types of payment options. The first option allows a recipient of an inmate telephone call to pay for a single inmate telephone call using a credit or debit card. The second provides an inmate friend or family receiving a call on a qualifying cellular telephone the ability to have the charge for the call added to their cellular telephone bill. Both options enable instant communication without the need to create a prepaid account, and Premise Provider is compensated on a per call basis, depending on the program implemented, either at a flat amount per call, or on a percentage of the call charge. Premise Provider policies regarding call duration, recording, monitoring, and allowed lists will still apply under the program.

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

LETTER OF AGENCY

DATE: _____

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH GLOBAL TEL*LINK CORP., PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

_____ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE GLOBAL TEL*LINK CORP. TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

AUTHORIZED SIGNATURE

PRINTED NAME

TITLE

BUSINESS TELEPHONE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/04/2014

Holder Identifier : 2346311

Certificate No : 570055058974



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Global Tel*Link Corporation GTEL Holdings, Inc. 107 St Francis St 32nd Floor Mobile AL 36602 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great Northern Insurance Co. NAIC # 20303	
	INSURER B: Federal Insurance Company 20281	
	INSURER C: Chubb Indemnity Insurance Co. 12777	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570055058974** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors and Omissions - Claims Made <input checked="" type="checkbox"/> Deductible - Each Claim \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		35833545	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Errors & Omissions \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		73533839	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION		79839962	09/01/2014	09/01/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71725786	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: GTL Inmate Telephone System. The County, its officers, employees, agents, and representatives are hereby added as Additional Insureds as required by written contract or lease agreement.

CERTIFICATE HOLDER Cortland County Sheriff's Office Attn: Lt. Budd Rigg 54 Greenbush Street PO Box 3590 Cortland NY 13045 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>
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**AMENDMENT TO THE INMATE
TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of the date of last signature of this Amendment (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and the Cortland County Sheriff's Department, a division of the County of Cortland ("county" or "premise provider), a municipal corporation organized and existing under the laws of the State of New York, whose principal offices are located at 60 Central Avenue, Cortland, NY 13045.

WHEREAS, Company and Premise Provider previously entered into the Inmate Telephone Services Agreement ("Agreement") and the parties would like to further amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the initial term of the Agreement for one (1) additional year, now ending on May 1, 2021.
2. Company agrees to provide Premise Provider with tablets, in accordance with, and pursuant to the product specific terms and conditions contained in the Service Schedule attached to this Amendment as Exhibit A and the letter Date March 29, 2018 from Company to Premise Provider as Exhibit B.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

CORTLAND COUNTY JAIL

By: 
Name: Charles Sudbrink
Title: Chair of the Cortland County
Legislature
Date: 8-23-18

GLOBAL TEL*LINK CORPORATION

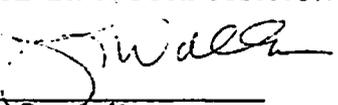
By: 
Name: Jon Walker
Title: EVP Business Development
Date: 8/24/18

EXHIBIT A
Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

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

"Agreement" means the contract to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products (as defined below).

"IP-Enabled Tablets" (or "Tablets") means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
Dorm	Housing Unit ADP = 30	4
A Block	Housing Unit ADP = 10	2
Section 1	Housing Unit ADP = 4	2
B Block	Housing Unit ADP = 10	2
C Block	Housing Unit ADP = 10	2
Section 2	Housing Unit ADP = 4	2
D Block	Housing Unit ADP = 10	2
E Block	Housing Unit ADP = 10	2
Section 3	Housing Unit ADP = 4	2

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while

being repaired or maintained. The 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 Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply the number of Tablets set forth in Section 3 for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

- i. **Content.** Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content.
- ii. **Inmate Accounts.** All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

b. **Company Obligations.** Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider's commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. **Premises Provide: Obligations.** A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and redistribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage; (5) allow inmate family

and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. **Inmate Content Access:** \$0.05 per minute
- b. **Replacement Headphones or Earbuds:** \$4.00
- c. **Messaging From Inmate Family and Friends (charged to inmate family and friends):**
 - i. \$0.25 per written message.
 - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provided)

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Company will pay monthly a sum equal to Fifteen percent (15%) of gross revenue received from the per minute rate charged to inmates for access to the Tablet, excluding video ("Content Revenue") contingent upon a minimum of Eighty percent (80%) of Premises Provider's inmates having reasonable access to the Tablets. . If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the outstanding balance, if any, after subtracting from the Expenditure the Content Revenue collected by Company as of the date of termination. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

9. **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 Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. 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 Tablets, 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 Tablets, 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 a Tablet, 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. **Limitation of Liability**

TO THE EXTENT CAUSED BY SUCH PARTY, AND AS AUTHORIZED BY LAW, THE PARTIES AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH OTHER AND EACH OTHER'S REPRESENTATIVE EMPLOYEES, DIRECTORS, OFFICERS, SUB-CONTRACTORS, AGENTS, OR OTHER MEMBERS OF ITS WORKING FORCE AGAINST ALL ACTUAL OR DIRECT LOSSES SUFFERED BY THE INDEMNIFIED AND ALL LIABILITY TO THIRD PARTIES ARISING FROM ANY NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS BY THE INDEMNIFYING PARTY OR ITS EMPLOYEES, DIRECTORS, OFFICERS, SUB-CONTRACTORS, AGENTS, OR OTHER MEMBERS OF ITS WORK FORCE DURING ITS PERFORMANCE OF THIS AGREEMENT. THE INDEMNIFYING PARTY SHALL REIMBURSE FOR ALL ACTUAL AND DIRECT LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, OR EXPENSES INCLUDING REASONABLE ATTORNEY FEES, WHICH MAY BE IMPOSED AS A RESULT OF AN INDEMNIFYING PARTIES ACTIONS EXCEPT THAT NO CONSEQUENTIAL OR PUNITIVE DAMAGES SHALL BE RECOVERABLE. THE PARTIAL OBLIGATION TO INDEMNIFY SHALL SERVICE THE EXPIRATION OF THIS AGREEMENT

EXHIBIT B
Tablet Offer Letter

March 29, 2018

Sheriff Mark E. Helms
Cortland County Sheriff's Office
54 Greenbush Street
Cortland, NY 13045

Dear Sheriff Helms,

I want to take this opportunity and thank you for your consideration regarding a proposal for the deployment of GTL's tablet solution at the Cortland County Jail. This offer provides Cortland County with cutting edge corrections technology and tremendous manpower savings through the use of tablet calling, inmate requests, streaming music, games, e-books, document link and grievance entry from the tablets.

GTL is committed to providing tablets to the Cortland County Jail and has constructed an offer based upon Cortland County extending the existing phone contract for one (1) year, with unlimited, optional (1) year renewals.

- GTL will provide 20 GTL tablets for distribution to the Cortland County Jail inmate population. The tablets would be distributed as shown below:

Dorm (ADP=30)	4 tablets
A Block (ADP=10)	2 tablets
Section 1 (ADP=4)	2 tablet
B Block (ADP = 10)	2 tablets
C Block (ADP = 10)	2 tablets
Section 2 (ADP = 4)	2 tablets
D Block (ADP = 10)	2 tablets
E Block (ADP = 10)	2 tablets
Section 3 (ADP = 4)	2 tablets

- GTL will provide all circuits necessary for the GTL tablets
- GTL will provide charging cradles for all tablets.
- GTL will provide 100% of the cabling infrastructure needed for this installation at no cost. Cabling to be pulled by facility staff.
- GTL will provide maintenance and support for the GTL Tablets at ZERO COST for the duration of the phone contract.
- Phone calling on the tablets will be extended to one hour

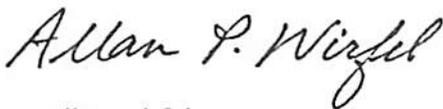
Per minute usage pricing model:

- Messaging from Friends & Family - \$0.25 per message

Free to Inmate	Cost to Inmate (\$0.05/min)
Inmate Requests	Inmate Messaging
Grievances	Religious Content
Commissary Ordering	Games
Law Library (Access provided by GTL, Facility must still maintain appropriate Law Library licensing from manufacturer)	Streaming Music
PREA	News
Free Education KA-Lite (free to inmate and the Facility)	Movies
Premium Education (free to inmate, cost to Facility)	Books
Facility PDF documents	Other Media/Content as requested by the Facility

We look forward to continuing our successful partnership with you and Cortland County, NY. Please contact me at your convenience should you have any questions concerning our offer or need additional clarification.

Sincerely,



Allan Wirfel
Account Manager