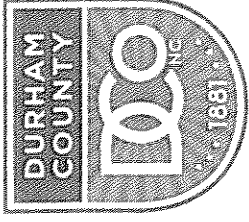


# CONTRACT REQUISITION FORM



05-05-15 09:06 CVD

VENDOR 1000016608

CONTRACTOR/VENDOR NAME: GLOBAL TEL\*LINK CORPORATION

ADDRESS/CITY/ST/ZIP: 2609 CAMERON STREET, MOBILE, AL 36607

TYPE OF CONTRACT: New ☒ Renewal ☐ Amendment ☐ Services ☒ Goods ☐ Consulting ☐ Construction ☐ Lease ☐ Other ☐

DESCRIPTION/SCOPE OF WORK: Provide Telephone Services to Inmates confined in the Durham County Detention Facility

RFP/IFB/RFO#: N/A

CONTRACT AMT: \$ CONTRACT PERIOD: 04/23/2015-06/30/2020

FUNDING SOURCE: General ☐ State ☐ Federal ☐ Grant ☐ Other ☐

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	100101000	431032000	5200100100			0		REVENUE X
2						no funds		
3						encumbered		

## COMMENTS:

SHERIFF'S ATTORNEY *CM* *(B2C)*

Contract requires Risk Management approval? YES ☐ NO ☒ X

RISK MANAGER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contract requires BOCC approval? YES ☐ NO ☒ X Date of BOCC Approval: \_\_\_\_\_

Reviewing Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

INITIATING DEPARTMENT (Required)

By: *R. Jones* Date: *4/29/15*

FISCAL DEPARTMENT (Required)

By: *Kelly A. Fri* Date: *4/29/15*

COUNTY MANAGER

By: \_\_\_\_\_ Date: \_\_\_\_\_

CLERK TO THE BOARD

By: \_\_\_\_\_ Date: \_\_\_\_\_

FUNDS RES DOC ID# *15-1025*

*Encumbrance X*

PURCHASING

By: *D. Boye*

Date: *5/4/15*

Purchasing Comments:

CHIEF FINANCIAL OFFICER

Pre-audit Certification Completed: Yes ☐ No ☐

By: *N/A*

Date: \_\_\_\_\_

**NORTH CAROLINA  
DURHAM COUNTY**

**SERVICE CONTRACT**

**THIS CONTRACT** is made, and entered into this the 21<sup>st</sup> day of April, 2015, by and between the **SHERIFF of DURHAM COUNTY**, a constitutional officer of the State of North Carolina, (hereinafter referred to as "SHERIFF"), and **GLOBAL TEL\*LINK CORPORATION**, a corporation duly authorized to do business in the state of North Carolina, (hereinafter referred to as "CONTRACTOR").

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this contract pursuant to the provisions and specifications identified in "Attachments 1, 1A, and 1B" (hereinafter collectively referred to as "Services"). Attachments 1, 1A, and 1B are hereby incorporated herein and made a part of this contract. Time is of the essence with respect to all provisions of this contract that specify a time for performance. In the case of any conflict between the terms of this contract and the Attachments, the terms of this contract shall control.

The SHERIFF will perform on-going contract monitoring to ensure that the terms of this contract are complied with. CONTRACTOR agrees to cooperate with the SHERIFF in its monitoring process and provide documentation and/or information requested during the term of this Agreement for the purpose of monitoring the services provided by CONTRACTOR.

2. **TERM OF CONTRACT.** The Term of this contract for services is from the 23<sup>rd</sup> day of April, 2015, to the 30<sup>th</sup> day of June, 2020, unless sooner terminated as provided herein. Thereafter, the SHERIFF and CONTRACTOR may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the commission payable to the SHERIFF, for the extension period, have been mutually agreed upon by the SHERIFF and CONTRACTOR.
3. **PAYMENT TO CONTRACTOR (FINANCIAL ARRANGEMENTS).** In addition to the direct financial arrangements CONTRACTOR makes with inmates and their financial supporters for the provision of services, the CONTRACTOR shall bill the Sheriff on a weekly basis for gross phone usage by the inmates made during the previous billing period, together with any additional charges/services provided during such time. Billing and payments will be made on the individual inmate's trust account and not involve the expenditure of public funds. Contractor bears all risk of loss from inmate's who are released prior to the processing of invoices.
4. **INDEPENDENT CONTRACTOR.** SHERIFF and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of SHERIFF for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

## **5. INSURANCE AND INDEMNITY.**

### **Intellectual Property Infringement**

CONTRACTOR agrees to hold harmless, and indemnify SHERIFF, its directors, officers, employees and agents, from and against any and all costs, damages and attorneys fees that may be awarded by final judgment of a court of competent jurisdiction in the United States ("U.S.") for any third-party claims, and to defend SHERIFF against such claims, at CONTRACTOR's expense, in connection with any product, materials or programs created by CONTRACTOR and provided to the SHERIFF pursuant to this Agreement ("Covered Product") for infringement of any U.S. patent, copyright or trademark held by any third party, except to the extent attributable to the acts or omissions of the SHERIFF.

If a claim covered under this Section 5 is made or threatened, CONTRACTOR may, at its option, (i) provide to SHERIFF the rights necessary to continue to use the Covered Product; (ii) modify the Covered Product to render it non-infringing; (iii) furnish SHERIFF with a non-infringing substitute for the Covered Product that is comparable in function and performance; or (iv) refund to SHERIFF any amounts paid to CONTRACTOR for the Covered Product. The provisions of this Section 5 set forth the entire obligation of CONTRACTOR, and SHERIFF's sole remedy(ies), with respect to any claim or matter related to intellectual property infringement.

### **General Indemnification**

To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the SHERIFF and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

### **Insurance**

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

- \$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
- \$ 100,000 --- Property Damage Liability, or
- \$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit Bodily Injury and Property Damage

CONTRACTOR, upon execution of this Contract, shall furnish to the SHERIFF a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this section 5 shall be deemed to constitute a waiver of the sovereign immunity of the SHERIFF, which immunity is hereby reserved to the SHERIFF.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by SHERIFF, and CONTRACTOR may be declared ineligible for further SHERIFF contracts.
8. **CONTRACTOR PERSONNEL.** The SHERIFF retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. Employees of CONTRACTOR are subject to the Sheriff's Policies and Procedures while at the Facility and must satisfy the Sheriff's security clearance procedures.
9. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
10. **TERMINATION.**
  - 10.1 **EVENT OF DEFAULT.** Any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder:
    - a. Failure to perform the Services satisfactorily or on schedule,
    - b. Failure to submit any report required hereunder; and/or
    - c. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, the SHERIFF may take one or more or all of the following actions:

  1. Give Contractor written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the Contractor written Notice of Termination; and/or
  2. Deduct any and all expenses incurred by the SHERIFF for damages caused by the Contractor's Event of Default; and/or
  3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.
11. **CONFIDENTIAL INFORMATION:** Subject to, and consistent with, the public records laws of North Carolina, all properly marked financial, statistical, operating and personnel materials and information, including, but not limited to, the CONTRACTOR System, related to or utilized in CONTRACTOR's business (collectively, the "CONTRACTOR Proprietary Information") is and shall remain confidential and the sole property of CONTRACTOR and constitutes trade secrets of CONTRACTOR. The SHERIFF shall keep all CONTRACTOR Proprietary Information confidential and shall use the CONTRACTOR Proprietary Information only for the purpose of fulfilling the terms of this Agreement. Notwithstanding the foregoing, The SHERIFF shall have no liability to CONTRACTOR with respect to the disclosure of CONTRACTOR Proprietary Information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. § 132-9 or other applicable

law. Except as provided in paragraph 14 BELOW, The SHERIFF shall not photocopy or otherwise duplicate any materials containing any CONTRACTOR Proprietary Information without the prior written consent of CONTRACTOR. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any CONTRACTOR Proprietary Information, shall be returned to CONTRACTOR.

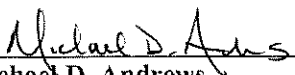
In addition, reference Attachment 1A Section 6. Records & Confidentiality.

- 12. SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of SHERIFF. CONTRACTOR has no authority to enter into contracts on behalf of SHERIFF.
- 13. COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
- 12. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:
- |                                     |   |
|-------------------------------------|---|
| <b>SHERIFF OF DURHAM COUNTY</b>     | <b>GLOBAL TEL*LINK CORPORATION</b>        |
| <b>ATTN: CHIEF DEPUTY</b>           | <b>ATTN: LEGAL DEPARTMENT</b>             |
| <b>P.O. BOX 170</b>                 | <b>12021 SUNSET JILLS ROAD, SUITE 100</b> |
| <b>DURHAM, NORTH CAROLINA 27702</b> | <b>RESTON, VIRGINIA 20190</b>             |
- 14. AUDIT RIGHTS.** For all Services being provided hereunder, SHERIFF shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 15. SHERIFF NOT RESPONSIBLE FOR EXPENSES.** SHERIFF shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 16. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 17. ENTIRE CONTRACT.** This contract, including Attachments 1, 1A, and 1B, shall constitute the entire understanding between SHERIFF and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 18. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 19. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 20. CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this contract and that he/she is duly authorized to execute this contract on behalf of the CONTRACTOR.


21. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the SHERIFF utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the SHERIFF.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

**SHERIFF OF DURHAM COUNTY**

  
\_\_\_\_\_  
Michael D. Andrews  
Sheriff of Durham County

**CONTRACTOR**

By:   
\_\_\_\_\_  
Authorized Representative

Print Name: JEFFREY B. HAIDINGER

Title: PRESIDENT + COO

ATTACHMENTS "1, 1A, and 1B" to follow

## ATTACHMENT 1

### SCOPE OF SERVICES

This Scope of Services is an integral part of the contract between the Sheriff of Durham County (hereinafter referred to as "Sheriff"), and Global Tel\*Link Corporation (hereinafter referred to as "Contractor"), which contract is dated 21<sup>st</sup> day of April, 2015.

CONTRACTOR hereby agrees to provide services and/or materials to the Sheriff pursuant to the provisions set forth below.

I. Background/Purpose (Why): Provide a Brief description of the project or services you are procuring:

GTL will provide telephone services to inmates confined in the Durham County Detention Facility. Additionally, GTL will provide the capability as defined in the proposal and contract to monitor the system and data it contains.

II. References: The following documents are incorporated herein by reference to them: Global Tel\*Link Corporation Inmate Telephone Service Agreement (Attachment 1A)  
Global Tel\*Link Corporation RFP Response for Inmate Phone Service dated December 3, 2014 (Attachment 1B)

III. Work/Requirements (What and Where): Be as detailed as possible in describing the work to be performed.

GTL will provide telephone service and requisite hardware for inmates' use while confined in the Durham County Detention Facility. Additionally, GTL will provide software access to manage the system and the data it contains.

IV. Schedules/Timelines (When): Set forth the timetable for which the work is to be completed and any phases or deadlines for periodic work.

GTL will provide inmate telephone service as an ongoing service. Transition between the existing provider and GTL shall be completed in no more than 60 days.

V. Transmittal/Delivery/Accessibility (How): Described in detail delivery methods for reports or deliverables, include contact information of department. If there is Sheriff property to be provided or access to the property, describe here how that will be handled (i.e. keys, holidays, security measures...)

Inmate phone service will be provided by GTL with its supplied hardware and software as articulated in the proposal and contract.

VI. Payment: Include the Rate of payment, Time for payments and Methods of Payment.

Reference Section 3 PAYMENT TO CONTRACTOR (FINANIAL ARRANGEMENTS) of the contract.

# 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 Durham County Sheriff's Office, with an address at 510 South Dillard Street / PO Box 170 Durham, North Carolina 27701 ("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: 219 South Mangum Street Durham, NC (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 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.

**Compensation.** Remuneration shall be fifty percent (50%) 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. The Company bears all risk of loss for charges which are not collected for



whatever reason 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 Premise Provider via Electronic Funds Transfer into the account specified by the Premise Provider via separate correspondence, 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.

Company shall provide Premise Provider with a onetime technology grant in the amount of two hundred thousand dollar (\$200,000.00) to be allocated toward infrastructure/wiring upgrade and other Company provided products. In the event Premise Provider terminates this Agreement by convenience without cause prior to the end of the initial term then Premise Provider agrees to reimburse Company the two hundred thousand dollars (\$200,000.00), less any credits earned. Credits are calculated as follows: Upon completion of each calendar month of operation under Agreement, beginning on execution, and ending on the completion of the initial term, Premise Provider shall earn a credit (\$3,333.33). Any remaining balance shall be paid to the facility for deposit into the inmate welfare fund.

Further, during the term of the Agreement, Company shall reimburse Premise Provider for the cost of a full-time employee, salary and benefits, to work under this Agreement. The initial cost for this employee shall be an amount not to exceed \$57,889.00, and shall increase in subsequent years by an annual percentage amount of 3.5%.

**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 propose revising this Agreement. ,

**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, such as North Carolina's Public Record's Act, 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. To the extent that the request is for information which the Company considers to be a trade secret, they will have the opportunity to resist and interpose an action against the requestor. 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, subject to their passing the Premise Provider's background check.
- (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, except during a transition period between providers. 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.
- (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  
510 South Dillard Street /

To Premise Provider:  
Chief Deputy  
Durham County Sheriff's Office  
PO Box 170 Durham, North Carolina 27701.

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

Phone: Office (919) 560-0873  
Fax: (919) 560-0854  
ATTN Chief Deputy

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 North Carolina.

12. **Consequential Damages.**

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 six months' 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 they initially shall pursue resolution of any disputes or claims arising under this Agreement 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) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation, 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, as incorporated in the Premise Provider's services contract to which this is an attachment, and the incorporated Response to the RFP, 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 March, 2015.

Company

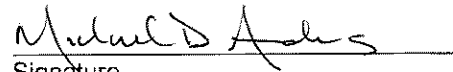
Global Tel\*Link Corporation

  
Signature

Name: Jeffrey B. Haidinger  
Title: President & COO

Premise Provider

Sheriff of Durham County

  
Signature

Name: Michael D. Andrews  
Title: Sheriff of Durham County

**Exhibit A****Facility Name and Address:**

Durham County Sheriff's Office  
510 South Dillard Street / PO Box 170  
Durham, North Carolina 27701

**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**

ICMv  
Data IQ  
\$2.50 Deposit Fee -- all sources  
4% validation fee

**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.

Michael D. Andrews  
AUTHORIZED SIGNATURE

Michael D. Andrews  
PRINTED NAME

Sheriff of Durham County  
TITLE

\_\_\_\_\_  
BUSINESS TELEPHONE