

EARLENE WILSON
TULSA COUNTY CLERK

APPROVED

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DEC 21 2009

TULSA COUNTY
PURCHASING
DEPARTMENT

2009 DEC 17 PM 10:52

STATE OF OKLAHOMA
TULSA COUNTY
RECEIVED

MEMO

DATE: DECEMBER 17, 2009

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR *Linda R. Dorrell*

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: SERVICE AGREEMENT-GLOBAL TEL*LINK CORPORATION

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED SERVICE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY SHERIFF'S OFFICE AND GLOBAL TEL*LINK CORPORATION FOR THE INMATE TELEPHONE SERVICE WHICH APPLIES TO THE INSTALLATION, MANAGEMENT, OPERATION AND MAINTENANCE OF INMATE TELEPHONES, ENCLOSURES, AND RELATED EQUIPMENT, LOCATED AT DAVID L. MOSS CRIMINAL JUSTICE CENTER, 300 NORTH DENVER, TULSA, OKLAHOMA 74103.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/sks

ORIGINAL: EARLENE WILSON, COUNTY CLERK, FOR THE DECEMBER 21, 2009 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO, JR.
COMMISSIONER KAREN KEITH
COMMISSIONER FRED R. PERRY
STANLEY GLANZ, SHERIFF
MARK LIOTTA, CHIEF DEPUTY

2cc: L.D. 12/21/09

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APPROVED

DEC 21 2009

CONFIDENTIAL

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>

STATE OF OKLAHOMA
TULSA COUNTY CLERK

2009 DEC 17 PM 10: 52

EARLENE THOMPSON
TULSA COUNTY CLERK

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 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and the Board of County Commissioners of Tulsa County, Oklahoma on behalf of the Tulsa County Sheriff having its principal place of business at 500 S. Denver, Tulsa, Oklahoma 74103 ("Premise Provider").

1. Term. This Agreement shall be in effect for One (1) year, commencing from July 1, 2009 and ending June 30, 2010, upon full execution of this Agreement. Commission calculations shall begin as of July 1, 2009. This Agreement may be renewed for additional one (1) year terms upon mutual agreement of both parties.

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: The David L. Moss Criminal Justice Center, 300 North Denver, Tulsa, OK 74103 (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

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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-two and one half percent (52.5%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user with the exception of free calls from booking and test calls by technicians and billed via a local exchange carrier or prepaid to Company.

Gross revenue shall be calculated based upon the following rates:

Local Calls - \$2.90 connect fee (no per minute charge)
Long Distance Calls - \$2.90 connect fee plus \$0.34 per minute
All calls will be limited to a maximum time of 20 minutes

Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) 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.

Company shall provide Prepaid Vouchers for Premise Provider upon request at a discount of 15% off of the face value of the vouchers.

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.

Board of County Commissioners of Tulsa County,
On behalf of the Tulsa County Sheriff
500 South Denver
Tulsa, OK 74103
Attn: Chairman, Board of County Commissioners

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; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to 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 applicable 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 applicable law, regulation, or guideline, and compliance therewith. 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 acknowledges and agrees that the recordings are the property of the Premise Provider and that Company has no control or liability over how they are used.

(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.

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: Dorothy E. Cukier, Esq.

To Premise Provider:

Board of County Commissioners of Tulsa County, on behalf of the Tulsa County Sheriff

500 South Denver

Tulsa, Oklahoma 74103

Phone: (918) 596-5771

Fax: (918) 596-4647

ATTN: Chairman, Board of County Commissioners

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 Oklahoma.

12. Indemnification & Consequential Damages. The Company shall indemnify Tulsa County/Premise Provider 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.

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 Tulsa, Oklahoma, USA or such other site as is mutually agreed to by the parties. 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 may agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Tulsa, Oklahoma, USA or such other site as is mutually agreed to by the parties. 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. If parties have agreed to submit to binding arbitration, 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.

If the parties do not agree to pursue non-binding arbitration to resolve their dispute, then it is agreed that parties do not 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, arbitration or litigation, unless otherwise directed by the mediator, arbitrator or court.

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.

24. Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this agreement meaningless.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 21 day of December, 2009.

Company

Premise Provider

Global Tel*Link Corporation

**Board of County Commissioners of Tulsa
County, on behalf of the Tulsa County
Sheriff**



Signature

Signature

Name: Jeffrey B. Haidinger
Title: President, Services

Name: John Smaligo
Title: Chairman



Gordon Wilson
County Clerk

Exhibit A

Facility Name and Address:

David L. Moss Criminal Justice Center
300 N. Denver
Tulsa, Oklahoma 74103

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

- One (1) 178-Channel Biometric LazerPhone System with two years on line call recording storage
- 178 Inmate Phones
- One (1) TTY Phone
- One (1) Full-time Site Administrator for system administration and trouble reports pre-approved by Tulsa County
- Two (2) TouchPay Kiosk Systems for prepaid calling