

DENNIS CONARD, SHERIFF

Item 11
03-25-14

Major Michael Brown
Chief Deputy Sheriff



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Date: March 5, 2014

Memo To: Board of Supervisors

From: Sheriff Dennis Conard 

REF: **Jail Contract Renewals**

Enclosed are contracts for Jail Commissary and Jail Inmate Phone Services. The Jail Commissary contract is with Turnkey Corporation and is a continuation of a contract already in place. Revenue from this contract in 2013 was \$50,900 and, if the jail population remains at its current levels, we project similar revenue for 2014.

The jail phone contract is with Global TelLink Corporation (GTL) and is also a continuation of a contract already in place. As you are aware, the F.C.C. has changed the way jail inmate calls can be billed. This contract has a hold harmless clause, as recommended by the County Attorney's Office, if the formula pricing developed by G.T.L. for local calls is found to be non-compliant with the new regulations developed by the F.C.C.

If we sign a 5-year contract with a one-year renewal, Scott County would received a 45% commission on all local and intrastate calls (commissions are no longer paid on interstate calls) based on G.T.L. projections. This would be approximately \$96,500. Current revenues are approximately \$92,500.



**Scott County Iowa
JAIL SERVICE AGREEMENT**

THIS AGREEMENT, by and between Scott County, Iowa, a political subdivision of the State of Iowa, hereinafter referred to as the "County", "Facility" and/or "facility", and TurnKey Corrections a MN corporation, hereinafter referred to as "Turnkey", "Provider" or "TKC".

WHEREAS, the County seeks to enter into an agreement for inmate services, and

WHEREAS, Provider is capable of providing such service to the County and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual undertakings and agreements contained within this agreement, the County and Provider hereby agrees as follows:

DATE AND TERMS

1. Effective Date of Contract

This agreement shall be effective 1/1/2014.

2. Term of Contract

Except as hereinafter provided, the parties agree that the term of this agreement shall be for a period of forty-two (42) months , beginning on the first day of the first full calendar month following the month in which the system is operational. This contract may be extended upon the same terms and conditions for up to three successive one (1) year terms only upon written agreement executed by both parties on or before the last calendar day of the month, thirty days prior to the end of the contract and / or extensions.

3. Scope of Services



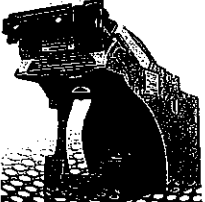
The parties agree to the following services during the term of the agreement:

Provider is the current provider of services to the county and we shall continue to maintain the equipment as listed below and our administrative software, hereby known as the TEAM software system, at Scott County.

Trust Accounting Software: We will continue repair, and maintain all trust accounting software. The following is an overview of the TEAM trust accounting software features available to the County;



EQUIPMENT, SERVICES, CHARGES, COSTS AND REVENUE SHARING

Administrative Software	Our accounting and administrative software will be installed on all computers deemed necessary by the facility. Cost for administrative software: \$0
	Inmate Kiosk(s): 7 which are capable of handling all services TKC offers including commissary ordering, account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, MP3 / Music, and more, will be installed in each of your day rooms. <u>The county can use which services it needs.</u>
	1 Lobby Kiosk that will process all cash and credit card deposits. Credit card deposits will require an \$8.95 convenience fee. These fees are not subject to revenue sharing. Cost for this kiosk(s): \$0
	2 Booking and Release Station(s) that include money in-take unit, card programmer (if required), debit release card programmer (if required), check printer and other pertinent materials. Cost for this Booking and Release Station(s): \$0
Vending Machines & Microwaves	8 Inmate Snack Vending Machines 6 Inmate Soda Vending Machines 6 Inmate Microwaves
Video Visitation Costs	For off site visits, each visit will cost \$0.39 per minute to the general public. Visits performed at the Lobby Public Visitation Stations will be performed at no cost to the County or the public. This is an optional service.
Inmate E-Mail Costs	Inmate E-Mail will cost \$0.25 per message sent and received. This is an optional service.
Other features available	Scott County will be able to use all features offered by TurnKey including Paperless Kites, Law Library, Attorney and Bond Agency Directory, Inmate Handbook, PREA Automation and many other features. Cost for using these features: \$0.
Commission Rate	20% commission rate on all revenue generating activities.
Phone Sale Automation	TurnKey will provide Scott County the ability to automate the sale of phone pins from their phone provider. Turnkey retains 10% of the gross sales.
Installation Costs	TKC does not charge the jail for installation. The jail is responsible though for installation of any necessary data and / or electrical lines.
Delivery	TKC will package, receipt and deliver commissary orders ready for distribution once weekly. The county will be responsible for distribution of packages. Inventory is delivered every other week to the Facility to



ensure proper execution of product fulfillment.

ADDITIONAL REQUIREMENTS AND SPECIFICATION

- A) **Inventory:** All commissary products are required to be purchased from TKC.
- B) **Delivery and Employee(s):** TKC will provide an employee to maintain the equipment within the service standards as outlined within this agreement. The facility will approve who this employee is. This employee will be required to pass a drug and criminal check and any requirements set forth by the County. TKC will deliver commissary packaged and ready for distribution two times weekly at no cost to the facility. Facility will be responsible for distributing bags to the inmate. Product Orders intended for stocking of commissary services inventory shall be received into the facility by the County staff, for which the Provider will reimburse the county at a rate of \$100.00 per month via credit memo invoice as indicated by the County
- C) **Interface:** Turnkey Corrections will continue to support the interfaces for both current phone card and current JMS companies. Should the County need, TKC is willing, where possible, to aid in creating an interface with the new company.

SYSTEM FEATURES

Video Visitation

- A. All visits are recorded. Visits are recorded in a real time audio and four frames per second on video. Facility has 24/7/365 access to all recordings. The system is web-based and all recordings are maintained on Provider servers. County owns all data and can be sent on disk if requested at no cost.
- B. Visits are monitored by the County. Monitoring allows for visits to be terminated immediately for inappropriate conduct.
- C. County will determine parameters necessary for visitor to be automatically approved and allowed to schedule a visit, if necessary. Visiting hours can also be set for the facility both as a whole and to specific pods.
- D. Visitors, inmates, groups and pods can all be tagged for real-time review by outside agencies and Jail Administration.
- E. Privileges may be revoked or suspended at any time for any reason for any user.
- F. Jail staff can be assigned various authority levels to maintain integrity and security of the system.
- G. System is web-based thus there is no server on site.
- H. All recordings are the property of the County. No distribution or issuing of recordings can be done to any party unless authorized and directed to do so by the County.



Inmate Email

TKC understand that at this point Scott County is unable to move forward with Inmate Email, but still provides the following information.

- A. Messages can be sent both internally and externally.
- B. Feature can be blocked for internal and external parties for any reason at any time.
- C. Screening system is in place to identify and block inappropriate words.
- D. Messages can be sent to administrative queue for review before delivery to internal or external parties.
- E. All messages are saved and on record for similar terms of the contract, 6 years post termination.
- F. Messages are delivered directly to and sent directly from inmate kiosk thus no paper involved.
- G. Indigent credit programs are available to dramatically reduce indigent postage expense.
- H. All emails and messages are the property of the County. No distribution or issuing of these records can be done to any party unless authorized and directed to do so by the County.

Account Management

- A. Easy-to-use Interface steps users through Account Creation (booking) and Account Close (release) processes.
- B. Track general inmate information including name, Inmate# (Permanent Inmate Number), Unit#, language, status, audit information (user and date/time stamp of record creation and the last time the account was altered).
- C. Search for Accounts based on any combination of the following: inmate#, first/middle/last name, unit#, language, status, account group and sound-ex searches.

Reports

- A. Customization available in a timely manner at the request of the Sheriff.
- B. Automatically generates Account Balance Summary, Deposit Transactions, Cash-in Transactions, System Balance, Transaction History, Refund Transactions, Check Register, Void Checks, Daily Balance, Daily Shift, Inmate Deposits, Inmate Detail, Inactive Accounts, Closed Accounts, Event Log, Kiosk Status, Site Charge Detail, and Site Charge Grouping reports and many more additional reports.
- C. Export reports to Adobe Acrobat, Microsoft Excel formats, CSV, HTML and Comma Delineated.

Equipment and Maintenance



Provider shall furnish, install, repair and maintain all equipment and software. Provider agrees to keep all equipment in good order and operating condition. Provider will maintain a minimum of one functioning reserve kiosk and other pertinent equipment on site and will train County staff on how to install this reserve kiosk should it be deemed pertinent to continued performance of the system. Provider maintains a 24/7/365 customer service system. Equipment failures will be corrected within 24 hours. Other service requests will be responded to within 2 hours of requests and resolved on a priority basis which is outlined upon installation. All customer service requests are resolved or provided an agreed upon action plan within 24 hours.

Scott County will provide:

Building AC power (typically 110 v AC)
CAT 5 network cabling from and to areas as specified by the Vendor.
Basic cable or DSL based unfiltered Internet service.

Vendor is responsible for any security devices or software as they deem necessary to protect, hardware, software and data from unauthorized access or disclosure. Vendor agrees to follow all applicable State and Federal laws, policies, directives, rules, etc. It is expected that all Hardware, Software and data is also protected to industry standards. Any power protection (aka UPS) is also the responsibility of the vendor.

Each of the parties agrees to cooperate with the other and to perform all tasks necessary or desirable for the mutual benefit of both of the parties to operate a well operated service for Scott County.

Provider may provide care packages given to inmates when they are booked in at a price agreed upon by both parties based on item requirements.

Provider agrees to train all Jail staff in software and account reporting as needed.

Provider agrees to assist the County with customized inmate account reports needed by the County for tracking, bookkeeping and auditing purposes and training on the same.

4. Changes in Features, Fees and/or Prices

During the term of the contract, economic conditions can dictate the requirement that prices for commissary products be adjusted. Facility agrees that this is standard practice. Provider warrants that all price increases will be communicated both verbally and in writing. The communication of changes will be done a minimum of 15 days in advance of the change. Provider warrants to change prices no more than 3 times annually.



As part of offering the multitude of features and products, Provider wishes to minimize fees charged to inmate's family and friends and allow revenue and efficiency to grow thus providing the County the maximum amount of revenue possible. Periodically, Provider may need to adjust fees based upon changes in our marketplace. The Provider is required to notify both verbally and in writing the Facility of any changes, may only do so once annually, and would be required to provide a 30-day advance notice of the change.

Features offered on our system are warranted by the Provider to remain in place for the length of the contract with one exception. In the event that a service is offered by Provider that interferes or becomes in dispute with an item of legal consequence, the involved feature may need to be stopped. The County agrees that in this event, Provider would not be considered in violation of this contract.

5. Compensation and Terms of Payment

The County's authorized agent shall have the authority to review the invoices, and no payment shall be made without the approval of the authorized agent. Payments shall be made within thirty (30) days after receipt of invoices for services performed and acceptance of such services by the authorized agent of the County.

6. Condition of Payment

All services provided by Provider pursuant to this agreement shall be performed to the satisfaction of the County, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the County to be unsatisfactory, or performed in violation of federal, state and local laws, ordinances, rules or regulations.

7. Authorized Agents

The County shall appoint an authorized agent for the purpose of administration of this agreement. The authorized agents are responsible to update the County of any essential TKC employee turnover included any TKC Management or Onsite Commissary Staff. The County is notified the authorized agents for Provider are as follows:

Patrick McMullan – General Information
Phone – 612-267-8277
Ben Halberg – IT Information
Phone: 715-386-5700

8. County and State Audit



Pursuant to Iowa State Law, the books, records, documents, and accounting procedures and practices of Provider relative to this agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this agreement shall be kept by Provider for a minimum of six (6) years following termination of this agreement for such auditing purposes. The retention period shall be automatically extended during the course of any administrative or judicial action involving Scott County regarding matters to which the records are relevant. The retention period shall be automatically extended until the administrative or judicial action is finally completed or until the authorized agent of the County notifies Provider in writing that the records need no longer be kept.

8. **Indemnity**

Provider agrees to defend, indemnify, and hold the County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of Provider, or its subcontractors, partners or independent contractors or any of their agents or employees, in the performance of or with relation to any of the work or services to be performed or furnished by Provider or the subcontractors, partners or independent contractors or any of their agents or employees under the agreement.

Provider shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Provider under this agreement. Provider shall, without additional compensation, correct or revise any errors or deficiencies in Provider's final reports and services.

9. **Insurance**

Provider shall not commence work under this agreement until it has obtained at its own cost and expense all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider throughout the duration of this agreement.

A. **Workers' Compensation**

- a. State: Iowa - Statutory
- b. Employer's Liability with minimum limits of:
 - Bodily Injury by Accident: \$100,000 each Accident
 - Bodily Injury by Disease: \$100,000 each Employee
 - Bodily Injury by Disease: \$500,000 policy limit
- c. Benefits required by union labor contracts: As applicable



D. Provider Worker's Compensation Policy to include Waiver of subrogation in favor of Scott County. Copy of endorsement is to be provided to Scott County. **SEE ATTACHED**

B. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising and Personal Injury Liability, with the following minimum limits of liability:

- \$1,500,000 Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- \$1,500,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 20,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

C. Commercial Auto Liability

Minimum limits of liability shall be:

If split limits: \$1,500,000 each person/\$1,500,000 each occurrence
\$1,500,000 each occurrence for Property Damage

If combined single limit: \$1,000,000 per occurrence

D. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be modified, canceled or non renewal except upon thirty (30) days prior written notice to County. Neither County's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Provider's responsibility to comply with the insurance specifications.

10. Subcontracts

Provider shall not subcontract any portion of the work to be performed under this agreement nor assign this agreement without the prior written approval of the authorized agent of the County. Provider shall ensure and require that any subcontractor agrees to



and complies with all of the terms of this agreement. Any subcontractor of Provider used to perform any portion of this agreement shall report to and bill Provider directly. Provider shall be solely responsible for the breach, performance or nonperformance of any subcontractor. If specifically authorized by the County, Provider is responsible for the performance of all subcontractors and shall compensate said subcontractors.

11. **Force Majeure**

The County and Provider agree that Provider shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by or resulting from strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of Provider and the County.

12. **Data Practices**

Provider, its agents, employees and any subcontractors of Provider in providing all services hereunder, agree to abide by the provisions of Iowa law regarding data privacy. Provider understands that it must comply with these provisions as if it were a government entity. Provider agrees to indemnify and hold the County, its officers, department heads and employees harmless from any claims resulting from Provider's unlawful disclosure or use of data protected under state and federal laws.

13. **Access to Premises**

The County shall arrange access as necessary to work sites for Provider for the purpose of performing the work described in this agreement.

14. **Termination**

The agreement may be terminated by either party, without cause, upon (90) days written notice to one of the authorized agents of the Provider or the Authorized Agent of the County.

15. **Independent Contractor**

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, a joint venture, or an association with the County and Provider. Provider is an independent contractor and neither it, its' employees, agents, subcontractors nor representatives shall be considered employees, agents or representatives of the County. Except as other-wise provided herein, Provider shall maintain, in all respects, its present control over the means and personnel by which this agreement is performed. From any amounts due Provider, there shall be no deduction for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless



otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Provider.

Pursuant to Federal and local laws, Provider warrants that they have registered with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Iowa.

16. **Notices**

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, via certified mail, and depositing the same in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein, and to the authorized agent of the County at the address stated herein.

17. **Controlling Law**

The laws of the State of Iowa shall govern all questions and interpretations concerning the validity and construction of this agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in the State of Iowa. Litigation in the federal courts involving the herein parties will be in the appropriate federal court within the State of Iowa. If any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

18. **Successors and Assigns**

The County and Provider, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement. Neither the County nor Provider shall assign, sublet, or transfer any interest in this agreement without the prior written consent of the other.

19. **Equal Employment and Americans with Disabilities**

In connection with the work under this agreement, Provider agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations. In addition, upon entering into this agreement, Provider certifies that it has been made fully aware of Scott County Equal Employment Opportunity and Americans with Disabilities Act Policy.

20. **Changes**



The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

21. **Severability**

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or unenforceable would cause the agreement to fail its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

22. **Prison Rape Elimination Act (PREA) for Secured Facilities**

Contractor will comply with the Prison Rape Elimination Act (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, Scott County Sheriff's Department Policies related to PREA and Scott County Sheriff's Department Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Scott County Sheriff's Department Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" Scott County Sheriff's Department will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Scott County Sheriff's Department Policies may result in termination of the contract.



IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

SCOTT COUNTY

TURNKEY CORRECTIONS

By _____
Scott County

By _____
TODD WESTBY, CEO

Date _____, 20__

Date _____, 20__

Approved as to form:

Scott County Attorney

Date _____, 20__

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 Scott County, Iowa, with an address at 600 West 4th Street, Davenport, IA 52801 ("Premise Provider").

WHEREAS, the Premise Provider previously entered into an Inmate Telephone, Inc. Vending Agreement dated November 3, 2004, as amended, with Inmate Telephone, Inc. ("Original Agreement"). Upon execution of this Agreement, the Original Agreement shall be automatically terminated.

1. **Term.** This Agreement shall be in effect for five (5) years, commencing on February 5, 2014. 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 consecutive three (3) 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: 600 West 4th Street, Davenport, IA 52801 (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.

Compensation. Remuneration shall be forty-five percent (45%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed local, intralata and interlata calls that are 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) 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.

Company agrees to provide, at no cost, annual maintenance and support of its current offender management system. Company agrees to provide to the Premise Provider, at no cost, all hardware, software and training associated with the upgrade of the Inmate Telephone System (ITS). Company will also provide to Premise provider, at no cost, any future ITS software upgrades and training.

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.

Scott County, Iowa
600 West 4th Street
Davenport, IA 52801

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. Rates are attached to this Agreement as Exhibit B.

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 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:
Scott County, Iowa
 600 West 4th Street
 Davenport, IA 52801
 Phone: (563) 326-8711
 Fax: (563) 326-8266
ATTN: Sheriff

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 Iowa.

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 Reston, Virginia, USA. 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.

24. PREA Company will comply with the Prison Rape Elimination Act (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, Scott County Sheriff's Department Policies related to PREA and Scott County Sheriff's Department Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Scott County Sheriff's Department Facilities/Programs/Offices owned, operated or contracted. Company acknowledges that, in addition to "self-monitoring requirements" Scott County Sheriff's Department will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Scott County Sheriff's Department Policies may result in termination of the contract.

25. Hold Harmless Company, having acknowledged and received valuable consideration, does hereby agree to indemnify, defend, and hold harmless Scott County, Iowa, and the Scott County Sheriff's Office, and its employees, agents, officers and representatives, from any liability, indebtedness, or claim of any kind or nature, arising from or related to collecting commission on local interstate phone calls.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this _____ day of _____, 2014.

Company

Global Tel*Link Corporation

Premise Provider

Scott County, Iowa

Signature

Name: Jeffrey B. Haidinger
Title: President & COO

Signature

Name:
Title:

Exhibit A

Facility Name and Address:

Scott County, Iowa, 600 W. 4th Street, Davenport, Iowa 52801

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 and Services of Company

1. ICMv Inmate Telephone Platform with online storage for 365 Days,
2. Nexidia® word search application
3. BNA
4. AdvancePay® prepaid calling options.
5. Prepaid Calling Cards to be sold thru Turnkey Commissary
6. PIN Interface to the existing DSI OMS System

Exhibit B

Call Rates and Fees

Debit and Prepaid Call Rates and Duration

Call Type	Surcharge	Per Minute Rate	Call Duration
Local, Interlata, Intralata, Interstate	\$0	\$0.20	15 Minutes
International	\$2.00	\$0.50	15 Minutes

Collect Call Rates

Call Type	Surcharge	Per Minute Rate	Call Duration
Local, Interlata, Intralata, Interstate	\$0	\$0.25	15 Minutes
International	\$2.00	\$0.50	15 Minutes

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

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 27, 2014

APPROVAL OF JAIL CONTRACTS FOR COMMISSARY AND INMATE
PHONES SERVICES WITH TURNKEY CORPORATION AND GLOBAL
TELLINK CORPORATION (GTL) AND THE SCOTT COUNTY SHERIFF'S
OFFICE

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the contracts for commissary and inmate phones services with Turnkey Corporation and Global TelLink with the Scott County Sheriff's Office is hereby approved.
- Section 2. That the Scott County Sheriff is hereby authorized to sign said contracts.
- Section 3. This resolution shall take effect immediately.