

COPY

KENOSHA COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") entered into this 1ST day of DECEMBER, 2010 and between **Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, VA 20190** (hereinafter referred to as "Contractor") and **Kenosha County**, a municipal corporation and political subdivision of the State of Wisconsin having its principle offices located at 1010 - 56th Street, Kenosha WI 53140, (hereinafter referred to as "County"). This document and **Addendum A Ethics Compliance Addendum** and **Addendum B Equipment List** constitute the entire agreement. **Wherever the terms and conditions of any addendum are in conflict with this agreement, the agreement shall prevail.**

1) SCOPE OF SERVICES:

- a) **Equipment.** This Contract applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Contractor as listed on Addendum B (listing the combined equipment at both facilities) at the time of execution of the Contract or during the term of this Contract, whether existing, newly installed or renovated, located at: 4777 88th Avenue, Kenosha, Wisconsin 53144 and 1000 55th Street, Kenosha, Wisconsin 53140 (collectively "Facility") and all other facilities under the control of County. The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment and material, including but not limited to what is listed in Addendum B, guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Contractor are installed upon the premises owned or controlled by County or any of its agencies or affiliates, such property shall remain in all respects that of the Contractor. The Contractor 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 Contractor shall not exercise such a right of removal or relocation unreasonably. The Contractor will notify the County in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Contractor, the Contractor shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Contractor 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 County may not make alterations or attachments to the Equipment provided under this Contract, unless otherwise mutually agreed upon by all parties. Equipment provided under the terms of this contract is listed in Addendum B of this contract. This list of equipment may be modified from time to time upon mutual agreement of both parties.
- b) **Services.** At no cost to the County, the Contractor shall provide all management services necessary to implement this Contract; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Contractor) 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 Contractor; 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 Contractor's obligations under this Contract. The Contractor reserves the right to control unbillables, bad debt and fraud.
- c) **Revenue Compensation.** Remuneration shall be sixty three percent (63%) of the gross revenue billed or prepaid for all phones covered by this Contract, paid by Contractor to the County. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Contractor. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Contractor collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the County unless written objection is received by the Contractor within three hundred sixty five (365) days of receipt of commission payment by the County. Commission payments will be delivered to the address listed in this Section, which may be changed by County from time to time upon notice to Contractor in accordance with terms of the notice provision of this Contract.

Commission Payment Address:
Kenosha County
1000 55th Street
Kenosha, Wisconsin 53140
Attn: Nancy Otis

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 County. The following information will be provided for each location by telephone number:

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

- d) **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 Contract shall entitle the Contractor to, at its option, renegotiate or cancel this Contract.

2) **FURTHER ASSURANCES:**

During the term of this Contract, including any renewal period(s), County agrees to:

- a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Contractor.
- 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 Contractor employees or representatives, patrons, or consignees.
- d) County represents and warrants that it has legal authority to enter into this Contract and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility (as referenced in Addendum B); and agrees that during the term of this Contract, including any renewal period(s), the Contractor shall have the exclusive right to provide inmate telephone service at the Facility provided, however, that the Contractor may choose not to exercise this exclusive right.
- e) During the term of this Contract, County agrees it will not allow other inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate County's expansion at its present or future location(s) during the term of this Contract and any extensions of this Contract.
- f) Stipulate that Contractor has no responsibility to advise County with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County will be solely responsible for any liability, damages, costs, and expenses relating to any claims by any person arising out of failure of the County to comply with such applicable law, regulation or guideline.
- g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Contractor to County under this Contract are the exclusive property of the County for the term of this Contract and any resulting extensions of this Contract.

3) **TERM OF CONTRACT:**

This Contract shall take effect on the date first indicated above and shall be in effect for a period of five (5) years following the Effective Date.

to 12/1/2015

4) **TITLE:**

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

5) **RELOCATION:**

Equipment shall not be disconnected or moved by the County from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Contractor.

6) **NOTICES:**

Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Contract 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 Contractor:
Global Tel*Link Corporation
12021 Sunset Hills Road Suite 100

Reston, Virginia 20190
Phone: (703) 955-3910
Fax: (703) 435-0980
ATTN: Legal Department

To County:
Kenosha County Sheriff's Department
1000 - 55th Street
Kenosha, Wisconsin 53140

Phone: (262) 605-5178
Fax: (262) 605-6903
ATTN: Nancy Otis

7) **WARRANTY**

The Contractor warrants to the County that all goods and services furnished hereunder will conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein; free from any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

8) **NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS:**

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the County.

9) **INDEMNITY AND INSURANCE REQUIREMENTS:**

- a) Contractor agrees to indemnify, hold harmless and defend Kenosha County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring in the performance of this Contract where such liability is founded upon or occurring out of the acts or omissions of the Contractor, its agents or employees.

- b) **Contractor** agrees to protect itself and **Kenosha County** under the indemnity agreement set forth in the above paragraph. **Contractor** will at all times during the terms of this Contract keep in force and effect commercial general liability, professional liability, automobile liability, excess/umbrella liability, worker's compensation, and employer's liability insurance policies issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

i. Commercial General Liability *	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Agg	\$2,000,000
ii. Professional Liability*	\$1,000,000
iii. Automobile Liability	
Combined Single Limit	\$1,000,000
iv. Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
v. Worker's Compensation	Statutory Limits
vi. Employer's Liability*	
Each Accident	\$100,000
Disease Each Employee	\$100,000
Disease Policy Limit	\$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

- c) Coverage afforded shall apply as a primary with **Kenosha County** named as an additional insured on the commercial general, and excess/umbrella liability policies. **Contractor** shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract.
- d) **Contractor** shall not discontinue or change liability insurance policies in effect during any part of this contract without buying "tail end" insurance to cover potential claims that may have occurred during the term of this Contract. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- e) Upon execution of this Contract, the **Contractor** shall furnish **Kenosha County** with a certificate of insurance, showing evidence of the above requirements.
- f) **Contractor** shall notify **Kenosha County** immediately upon the commencement of any litigation against **Contractor** where there is any possibility **Kenosha County** may be made a party thereto.

10) **TERMINATION BY CONTRACTOR:**

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

11) **BREACH BY CONTRACTOR:**

It is mutually agreed the breach of this Contract on Contractor's part will result in irreparable and continuing damage to the County for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle the County to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

12) **TERMINATION FOR VIOLATIONS BY CONTRACTOR:**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County

shall thereupon have the right to terminate it by giving **15 days written notice** of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the 15 day period. In the event of such termination, the County will only be liable for the reasonable amount of value for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13) UNRESTRICTED RIGHT OF TERMINATION:

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor **30 days** written notice by ordinary U.S mail, first class post paid, of such termination to the address of Contractor set forth in this Contract. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Kenosha County Board of Supervisor's fail to appropriate additional monies required for the completion of the Contract.

14) INDEPENDENT CONTRACTOR:

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Kenosha County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Contractor attests that he or it in fact, regularly performs similar professional services for other customers.

The manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor. The Contractor may consider the availability of the facility and the normal working hours of the County. The County shall have the right to control and direct the results of such services, however, in the performance thereof, Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation and work product on the matters made the subject thereof. The County understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for the County, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

Contractor further agrees that the County is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans, etc., which may be extended to employees of the County from time to time and further agrees to indemnify and hold harmless Kenosha County and all its employees, officers and agents from any liability for worker's compensation, unemployment compensation, income tax or social security or FICA contributions, or any or other similar obligation, and from personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Kenosha County during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against the County on Contractor's behalf, Contractor will request such agency or court to dismiss such matter without fees or costs or any other expense to Kenosha County.

15) ASSIGNMENT LIMITATION:

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed.

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Kenosha County. If Kenosha County permits the use of subcontractors, the following will apply:

- i. The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The County considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.
- ii. The prime contractor will be responsible for the contract performance when subcontractors are used. However, when

These paragraphs were omitted + reworded for 2016-2018 contract amendment

subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the County with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the County for any breach in the performance of the prime contractor's duties. The prime contractor shall be solely responsible for the acts of its subcontractors in the performance of the services under this Contract.

Kenosha County reserves the right of reasonable refusal of any subcontractor hired to perform any part of this contract. Subcontractors must be pre-approved by Kenosha County.

16) **PROHIBITED PRACTICES:**

Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest. **Contractor shall obey all state, federal and local laws and regulations.**

17) **AUTHORIZATION:**

The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein.

18) **SECURE FACILITY RESTRICTION:**

All employees and sub-contractors of the contracted vendor who service equipment or perform work in any county facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before allowed access to any County facility. Vendor will be required to submit any requested identifying information for each technician, employee or subcontractor and must provide an updated list of technicians, employees or subcontractors to the Contract Manager whenever a change in staff occurs.

The Kenosha County Sheriff's Department (KSD) and the Kenosha County Detention Center (KCDC) are secure law enforcement facilities that house inmates. As such, the following rules and procedures involving these departments apply:

- Contractor will be required to check in all tools with Sheriff Department officials.
- The workers shall not leave tools or equipment unattended..
- The workers shall not engage in conversation with inmates.

Any service technicians entering restricted areas of either the KSD or the KCDC are required to be accompanied by a Direct Supervision Officer (DSO) at all times. There will be certain hours of the day that a DSO will not be available. Therefore, service appointments must be scheduled during specific blocks of time when a DSO is available and these appointments must be strictly adhered to. Technicians arriving outside of the scheduled block of time for appointments may be denied access or may have to wait until a DSO is available. If technicians are denied access to these facilities for failure to maintain the agreed upon schedule, no additional fees will be charged to Kenosha County.

19) **FORCE MAJEURE:**

Neither party to this Contract 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 Contract. It is agreed and understood that this Contract will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon either party 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.

20) **NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR KENOSHA COUNTY:**

Contractor will not disclose, publish, or disseminate any information it obtains from the County under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information obtained from the County under this Contract. Contractor agrees not to use, publish or disseminate such information for its own or any third party's benefit without the prior written approval of the County.

From the date this Contract is signed by both parties until three (3) years after the expiration or earlier termination of the Contract, but only to the extent the County is permitted under the applicable state of Wisconsin open records laws, the County shall keep confidential any information it learns about the Contractor's business or operations through the performance of this Contract. The County may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform its obligations hereunder, provided, however, that the County shall cause all Agents to honor the provisions of this Section. The County may also make disclosures as required by law as long as, before any disclosure, the County promptly notifies the Contractor of the requirement and allows the Contractor the opportunity to oppose the disclosure. The County will not be obligated to keep confidential Contractor's information to the extent it was known to the County prior to the date of this Contract without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the County, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the County.

21) **RETURN OF DOCUMENTS:**

Within ten business days of receipt of the County's written or oral request, Contractor will return all documents, records, and copies thereof it obtained from the County during performance under this Contract.

22) **PUBLIC RECORD LAW COMPLIANCE:**

It is the intention of Kenosha County to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

- a) The Parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Contract are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Kenosha County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Kenosha County, its agents, officials and employees harmless and to indemnify them and Kenosha County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Kenosha County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Contract.
- b) Any Public Record Law request received directly by a contractor related to this contract with Kenosha County shall immediately be reported to the contract manager for the County.

23) Miscellaneous:

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

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Global Tel*Link Corporation, by:



Authorized Signature

President, Services

Title

Jeffrey B. Haidinger

Print Name

11/17/10

Date

County of Kenosha, by:



Authorized Signature

Sheriff

Title

DAVID G. BETH

Print Name

12-1-10

Date

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all county employees and officials [either elected or appointed] Kenosha County has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at:

http://www.co.kenosha.wi.us/corpc/documents/05_CH_ET.pdf

It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of county property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.

4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and


5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a

current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

Global Tel*Link Corporation, by:


Authorized Signature

President, Services

Title

Jeffrey B. Haidinger

Print Name

11/17/10
Date

County of Kenosha, by:


Authorized Signature

SHERIFF
Title

DAVID G. BETH
Print Name

12-1-10
Date

EQUIPMENT LIST

Facility Name and Address:

Kenosha County Detention Center
4777 88th Avenue, Kenosha, Wisconsin 53144

Kenosha County Jail
1000 55th Street, Kenosha, Wisconsin 53140

Actual on-site Equipment

The installation of software and/or hardware on Contractor provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Contractor. The Contractor does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Contractor assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Contractor 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.

Combined List of On Site Equipment

The following existing equipment will remain and not be replaced:

- Centralized LazerPhone Platform (Existing)
- 92 Inmate Telephones (Existing) with Online Storage of Call Recordings for the Term of the Agreement
- 6 VPN Licenses (Existing)
- 2 TDDs (Existing)
- 2 Public Coin Telephones (Existing)

The following new equipment will be provided by GTL at no cost to Kenosha County and will replace existing equipment:

- 4 Desktop Workstation, LazerPhone Standard Computer Workstation*
Computer: Dell Optiplex 360 Workstation; Pentium Dual Core 2.2 GHz Processor; 1 GB RAM; 16X DVD+/-RW SATA Drive; 250 GB Serial ATA Hard Drive; 1.44 MB floppy disk drive. Peripherals (from Dell): 17" Flat Screen LCD Monitor Black; USB two button Mouse Black; USB Standard Keyboard Black; Speakers (Internal Chassis Dell) Peripherals – (Other): Hewlett Packard Deskjet D4360 Printer; 2 Blank CDRW Media (starter media); Tripp Lite Internet Office UPS 300 VA; UPS unit; Mouse Pad with GTL Logo.
- 1 Laptop Workstations *
Dell Latitude E6410 or better
- 64 Visitation Telephones with Recording and online storage for term of the Agreement
CT-300 Mini
Housing: High Security, 14 Gauge, Stainless Steel
Hookswitch: Magnetic or Micro Switch
Volume Control: Technician Set or Optional External Button
External Volume Control Button Meets ADA
Hearing Aid Compatible Meets EIA-RS-504
Keypad: Heavy Chrome Metal
Handset: Armored Cord with Steel Lanyard and Heavy
14 Gauge Steel Retainer
Conformal Coating: Protects components for Outdoor Use
Line Powered: No A/C power required
Mounting: Mounts directly to wall

*Contractor reserves the right to upgrade computer components to newer models

**AMENDMENT TO THE
PROFESSIONAL SERVICES CONTRACT**



THIS AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is entered into as of December 1, 2015 (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, having its principle offices located at 1010-56th Street, Kenosha, WI 53140 ("Premises Provider" or "County") and collectively, the "Parties."

WHEREAS, Company and County previously entered into that certain Professional Services Contract dated as of December 1, 2010 (the "Agreement") and

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain ancillary fees, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below;

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

1. The Parties agree to extend the Agreement for an additional three (3) year term, commencing on December 1, 2015 and terminating on December 1, 2018.
2. Company agrees to provide County with voice biometrics, ICMv keyword search, Data IQ for Company's data only, Called Party IQ, Phone IQ, BNA, and Inmate Voicemail at a rate of two dollars (\$2.00) for a one (1) minute message. Company also agrees to provide up to \$5,000.00 toward the cost of a new inmate telephone-jail management software interface.
3. Upon the date the rates, charges and fees mandated by the FCC Order for Jails take effect, the rates and charges for interstate and intrastate inmate telephone services ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate and intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.16 per minute of use.

The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

Transaction Fees.

The Company may charge certain Transaction Fees. The Transaction Fees are:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

Single-Pay Billing Arrangements. The Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using their debit or credit card or to bill the cost of a single ITS call to their mobile phone account. When a consumer chooses to pay for a single ITS call using either of these methods, the charge shall be any applicable transaction and third-party provider fees and charges, plus the applicable ITS per-minute rate set forth above.

4. Effective from the date the ITS call rates and charges, and the Transaction Fees are revised to comply with the requirements of the FCC Order, the commission payable to the Department under the Agreement shall be one cent (\$0.01) per minute on completed inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed inmate call, and shall replace any and all commissions, revenue compensation, or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.
5. The first two "paragraphs of Section 15 of the Agreement are hereby deleted in their entirety and replaced with the following:

"Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except that the Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any parent, successor (including an acquiror of all or substantially all of the assets of the Company), subsidiary, or affiliate of the Company without the consent of the Premises Provider; provided, further, that the Company shall remain liable for any failure of any of its assignees to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) the Company or (ii) a permitted assignee of all or some of the rights and/or obligations under this Agreement shall not constitute an assignment requiring consent of the Premises Provider for purposes of this Agreement. If Kenosha County permits the use of subcontractors, the following will apply:"

6. The following Paragraph is hereby added to the Agreement as Paragraph 23:

"Taxes and Fees. The collection and payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

7. The following Paragraph is hereby added to and made part of the Agreement as Paragraph 24:

"Service Schedules. Any GTL Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement. For purposes of this Agreement, the term "GTL Affiliate" means any entity that controls, is controlled by or is under common control with Global Tel*Link Corporation."

This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Global Tel*Link Corporation

By: _____

Name: Jeffrey B. Haidinger

Title: President & COO

Date: 2/22/16

Premises Provider

Kenosha County, Wisconsin

By: _____

Name: David G. Beth

Title: Sheriff - Kenosha County, WI

Date: 1/21/2016

KENOSHA COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") entered into this 1ST day of DECEMBER, 2010 and between **Global Tel*Link Corporation, 12021 Sunset Hills Road, Reston, VA 20190** (hereinafter referred to as "Contractor") and **Kenosha County**, a municipal corporation and political subdivision of the State of Wisconsin having its principle offices located at 1010 - 56th Street, Kenosha WI 53140, (hereinafter referred to as "County"). This document and **Addendum A Ethics Compliance Addendum** and **Addendum B Equipment List** constitute the entire agreement. **Wherever the terms and conditions of any addendum are in conflict with this agreement, the agreement shall prevail.**

1) SCOPE OF SERVICES:

- a) **Equipment.** This Contract applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Contractor as listed on Addendum B (listing the combined equipment at both facilities) at the time of execution of the Contract or during the term of this Contract, whether existing, newly installed or renovated, located at: 4777 88th Avenue, Kenosha, Wisconsin 53144 and 1000 55th Street, Kenosha, Wisconsin 53140 (collectively "Facility") and all other facilities under the control of County. The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment and material, including but not limited to what is listed in Addendum B, guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Contractor are installed upon the premises owned or controlled by County or any of its agencies or affiliates, such property shall remain in all respects that of the Contractor. The Contractor 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 Contractor shall not exercise such a right of removal or relocation unreasonably. The Contractor will notify the County in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Contractor, the Contractor shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Contractor 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 County may not make alterations or attachments to the Equipment provided under this Contract, unless otherwise mutually agreed upon by all parties. Equipment provided under the terms of this contract is listed in Addendum B of this contract. This list of equipment may be modified from time to time upon mutual agreement of both parties.
- b) **Services.** At no cost to the County, the Contractor shall provide all management services necessary to implement this Contract; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Contractor) 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 Contractor; 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 Contractor's obligations under this Contract. The Contractor reserves the right to control unbillables, bad debt and fraud.
- c) **Revenue Compensation.** Remuneration shall be sixty three percent (63%) of the gross revenue billed or prepaid for all phones covered by this Contract, paid by Contractor to the County. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Contractor. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; and (iv) any amount Contractor collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the County unless written objection is received by the Contractor within three hundred sixty five (365) days of receipt of commission payment by the County. Commission payments will be delivered to the address listed in this Section, which may be changed by County from time to time upon notice to Contractor in accordance with terms of the notice provision of this Contract.

Commission Payment Address:
Kenosha County
1000 55th Street
Kenosha, Wisconsin 53140
Attn: Nancy Otis

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 County. The following information will be provided for each location by telephone number:

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

- d) **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 Contract shall entitle the Contractor to, at its option, renegotiate or cancel this Contract.

2) **FURTHER ASSURANCES:**

During the term of this Contract, including any renewal period(s), County agrees to:

- a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Contractor.
- 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 Contractor employees or representatives, patrons, or consignees.
- d) County represents and warrants that it has legal authority to enter into this Contract and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility (as referenced in Addendum B); and agrees that during the term of this Contract, including any renewal period(s), the Contractor shall have the exclusive right to provide inmate telephone service at the Facility provided, however, that the Contractor may choose not to exercise this exclusive right.
- e) During the term of this Contract, County agrees it will not allow other inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate County's expansion at its present or future location(s) during the term of this Contract and any extensions of this Contract.
- f) Stipulate that Contractor has no responsibility to advise County with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by County, or compliance therewith. County has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Contractor disclaims any responsibility to provide, and in fact has not provided, County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County will be solely responsible for any liability, damages, costs, and expenses relating to any claims by any person arising out of failure of the County to comply with such applicable law, regulation or guideline.
- g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Contractor to County under this Contract are the exclusive property of the County for the term of this Contract and any resulting extensions of this Contract.

3) **TERM OF CONTRACT:**

This Contract shall take effect on the date first indicated above and shall be in effect for a period of five (5) years following the Effective Date.

to 12/1/2015.

4) **TITLE:**

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

5) **RELOCATION:**

Equipment shall not be disconnected or moved by the County from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Contractor.

6) **NOTICES:**

Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Contract 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 Contractor:
Global Tel*Link Corporation
12021 Sunset Hills Road Suite 100

Reston, Virginia 20190
Phone: (703) 955-3910
Fax: (703) 435-0980
ATTN: Legal Department

To County:
Kenosha County Sheriff's Department
1000 - 55th Street
Kenosha, Wisconsin 53140

Phone: (262) 605-5178
Fax: (262) 605-6903
ATTN: Nancy Otis

7) **WARRANTY**

The Contractor warrants to the County that all goods and services furnished hereunder will conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein; free from any defects in materials, workmanship, and free from such defects in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

8) **NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS:**

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees of the Contractor and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

When a violation of the non-discrimination, equal opportunity or affirmative action provisions of this section has been determined by the County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations. If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract but, in either event, Contractor may be ineligible to participate in future contracts with the County.

9) **INDEMNITY AND INSURANCE REQUIREMENTS:**

- a) Contractor agrees to indemnify, hold harmless and defend Kenosha County, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring in the performance of this Contract where such liability is founded upon or occurring out of the acts or omissions of the Contractor, its agents or employees.

- b) **Contractor** agrees to protect itself and **Kenosha County** under the indemnity agreement set forth in the above paragraph. **Contractor** will at all times during the terms of this Contract keep in force and effect commercial general liability, professional liability, automobile liability, excess/umbrella liability, worker's compensation, and employer's liability insurance policies issued by a company or companies rated A- VII or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage;

i. Commercial General Liability *	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products - Comp/Op Agg	\$2,000,000
ii. Professional Liability*	\$1,000,000
iii. Automobile Liability	
Combined Single Limit	\$1,000,000
iv. Excess/Umbrella Liability	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000
v. Worker's Compensation Statutory Limits	
vi. Employer's Liability*	
Each Accident	\$100,000
Disease Each Employee	\$100,000
Disease Policy Limit	\$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

- c) Coverage afforded shall apply as a primary with **Kenosha County** named as an additional insured on the commercial general, and excess/umbrella liability policies. **Contractor** shall give 30 days advance written notice of cancellation or non-renewal during the term of this Contract.
- d) **Contractor** shall not discontinue or change liability insurance policies in effect during any part of this contract without buying "tail end" insurance to cover potential claims that may have occurred during the term of this Contract. The hold harmless, indemnity and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.
- e) Upon execution of this Contract, the **Contractor** shall furnish **Kenosha County** with a certificate of insurance, showing evidence of the above requirements.
- f) **Contractor** shall notify **Kenosha County** immediately upon the commencement of any litigation against **Contractor** where there is any possibility **Kenosha County** may be made a party thereto.

10) **TERMINATION BY CONTRACTOR:**

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

11) **BREACH BY CONTRACTOR:**

It is mutually agreed the breach of this Contract on Contractor's part will result in irreparable and continuing damage to the County for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle the County to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

12) **TERMINATION FOR VIOLATIONS BY CONTRACTOR:**

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County

shall thereupon have the right to terminate it by giving 15 days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the 15 day period. In the event of such termination, the County will only be liable for the reasonable amount of value for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13) UNRESTRICTED RIGHT OF TERMINATION:

The County further reserves the right to terminate this Contract at any time for any reason by giving Contractor 30 days written notice by ordinary U.S mail, first class post paid, of such termination to the address of Contractor set forth in this Contract. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Kenosha County Board of Supervisor's fail to appropriate additional monies required for the completion of the Contract.

14) INDEPENDENT CONTRACTOR:

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between Kenosha County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Contractor attests that he or it in fact, regularly performs similar professional services for other customers.

The manner in which Contractor performs the services provided for hereunder including work hours, location, and other details of such services, shall be exclusively determined by the Contractor. The Contractor may consider the availability of the facility and the normal working hours of the County. The County shall have the right to control and direct the results of such services, however, in the performance thereof, Contractor is and shall remain independent (with the obligation solely on the Contractor's part to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income) providing consultation and work product on the matters made the subject thereof. The County understands the Contractor will engage in other business or trade for other persons or organization, at Contractor's discretion, during the time Contractor is rendering services for the County, providing such outside functions do not in any way restrict Contractor in performing the services provided for in this Contract.

Contractor further agrees that the County is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans, etc., which may be extended to employees of the County from time to time and further agrees to indemnify and hold harmless Kenosha County and all its employees, officers and agents from any liability for worker's compensation, unemployment compensation, income tax or social security or FICA contributions, or any or other similar obligation, and from personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

Contractor agrees that Contractor will not file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of Kenosha County during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against the County on Contractor's behalf, Contractor will request such agency or court to dismiss such matter without fees or costs or any other expense to Kenosha County.

15) ASSIGNMENT LIMITATION:

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided however, that neither party shall assign its obligations hereunder without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed.

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Kenosha County. If Kenosha County permits the use of subcontractors, the following will apply:

- i. The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The County considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of the services and the payment of any and all charges resulting for contractual obligations.
- ii. The prime contractor will be responsible for the contract performance when subcontractors are used. However, when

These paragraphs are added for 2016-2018 contract amendment

subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the County with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relieve or reduce the prime contractor of any liability to the County for any breach in the performance of the prime contractor's duties. The prime contractor shall be solely responsible for the acts of its subcontractors in the performance of the services under this Contract.

Kenosha County reserves the right of reasonable refusal of any subcontractor hired to perform any part of this contract. Subcontractors must be pre-approved by Kenosha County.

16) PROHIBITED PRACTICES:

Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest. **Contractor shall obey all state, federal and local laws and regulations.**

17) AUTHORIZATION:

The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein.

18) SECURE FACILITY RESTRICTION:

All employees and sub-contractors of the contracted vendor who service equipment or perform work in any county facility under this contract may be required to submit to a criminal records background check or security check on a case-by-case basis before allowed access to any County facility. Vendor will be required to submit any requested identifying information for each technician, employee or subcontractor and must provide an updated list of technicians, employees or subcontractors to the Contract Manager whenever a change in staff occurs.

The Kenosha County Sheriff's Department (KSD) and the Kenosha County Detention Center (KCDC) are secure law enforcement facilities that house inmates. As such, the following rules and procedures involving these departments apply:

- Contractor will be required to check in all tools with Sheriff Department officials.
- The workers shall not leave tools or equipment unattended..
- The workers shall not engage in conversation with inmates.

Any service technicians entering restricted areas of either the KSD or the KCDC are required to be accompanied by a Direct Supervision Officer (DSO) at all times. There will be certain hours of the day that a DSO will not be available. Therefore, service appointments must be scheduled during specific blocks of time when a DSO is available and these appointments must be strictly adhered to. Technicians arriving outside of the scheduled block of time for appointments may be denied access or may have to wait until a DSO is available. If technicians are denied access to these facilities for failure to maintain the agreed upon schedule, no additional fees will be charged to Kenosha County.

19) **FORCE MAJEURE:**

Neither party to this Contract 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 Contract. It is agreed and understood that this Contract will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon either party 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.

20) **NON-DISCLOSURE AND NON-USE OF INFORMATION AND WORK PRODUCT DEVELOPED BY CONTRACTOR FOR KENOSHA COUNTY:**

Contractor will not disclose, publish, or disseminate any information it obtains from the County under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of information obtained from the County under this Contract. Contractor agrees not to use, publish or disseminate such information for its own or any third party's benefit without the prior written approval of the County.

From the date this Contract is signed by both parties until three (3) years after the expiration or earlier termination of the Contract, but only to the extent the County is permitted under the applicable state of Wisconsin open records laws, the County shall keep confidential any information it learns about the Contractor's business or operations through the performance of this Contract. The County may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform its obligations hereunder, provided, however, that the County shall cause all Agents to honor the provisions of this Section. The County may also make disclosures as required by law as long as, before any disclosure, the County promptly notifies the Contractor of the requirement and allows the Contractor the opportunity to oppose the disclosure. The County will not be obligated to keep confidential Contractor's information to the extent it was known to the County prior to the date of this Contract without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the County, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the County.

21) **RETURN OF DOCUMENTS:**

Within ten business days of receipt of the County's written or oral request, Contractor will return all documents, records, and copies thereof it obtained from the County during performance under this Contract.

22) **PUBLIC RECORD LAW COMPLIANCE:**

It is the intention of Kenosha County to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

- a) The Parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 & 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this Contract are subject to open disclosure and are a matter of public record. It is further agreed that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials gathered or produced or modified pursuant to this contract to Kenosha County, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold Kenosha County, its agents, officials and employees harmless and to indemnify them and Kenosha County for all costs, fees, including all reasonable attorney fees and expense of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which Kenosha County or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Contract.
- b) Any Public Record Law request received directly by a contractor related to this contract with Kenosha County shall immediately be reported to the contract manager for the County.

23) Miscellaneous:

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

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Global Tel*Link Corporation, by:



Authorized Signature

President, Services

Title

Jeffrey B. Haidinger

Print Name

11/17/10

Date

County of Kenosha, by:



Authorized Signature

SHERIFF

Title

DAVID G. BETH

Print Name

12-1-10

Date

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all county employees and officials [either elected or appointed] Kenosha County has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at:

http://www.co.kenosha.wi.us/corpc/documents/05_CH_ET.pdf

It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of county property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.

4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a

current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

Global Tel*Link Corporation, by:



Authorized Signature

President, Services

Title

Jeffrey B. Haidinger

Print Name

11/17/10

Date

County of Kenosha, by:



Authorized Signature

Sheriff

Title

DAVID G. BETH

Print Name

12-1-10

Date

EQUIPMENT LIST

Facility Name and Address:

Kenosha County Detention Center
4777 88th Avenue, Kenosha, Wisconsin 53144

Kenosha County Jail
1000 55th Street, Kenosha, Wisconsin 53140

Actual on-site Equipment

The installation of software and/or hardware on Contractor provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Contractor. The Contractor does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Contractor assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Contractor 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.

Combined List of On Site Equipment

The following existing equipment will remain and not be replaced:

- Centralized LazerPhone Platform (Existing)
- 92 Inmate Telephones (Existing) with Online Storage of Call Recordings for the Term of the Agreement
- 6 VPN Licenses (Existing)
- 2 TDDs (Existing)
- 2 Public Coin Telephones (Existing)

The following new equipment will be provided by GTL at no cost to Kenosha County and will replace existing equipment:

- 4 Desktop Workstation, LazerPhone Standard Computer Workstation*
Computer: Dell Optiplex 360 Workstation; Pentium Dual Core 2.2 GHz Processor; 1 GB RAM; 16X DVD+/-RW SATA Drive; 250 GB Serial ATA Hard Drive; 1.44 MB floppy disk drive. Peripherals (from Dell): 17" Flat Screen LCD Monitor Black; USB two button Mouse Black; USB Standard Keyboard Black; Speakers (Internal Chassis Dell) Peripherals – (Other): Hewlett Packard Deskjet D4360 Printer; 2 Blank CDRW Media (starter media); Tripp Lite Internet Office UPS 300 VA; UPS unit; Mouse Pad with GTL Logo.
- 1 Laptop Workstations *
Dell Latitude E6410 or better
- 64 Visitation Telephones with Recording and online storage for term of the Agreement
CT-300 Mini
Housing: High Security, 14 Gauge, Stainless Steel
Hookswitch: Magnetic or Micro Switch
Volume Control: Technician Set or Optional External Button
External Volume Control Button Meets ADA
Hearing Aid Compatible Meets EIA-RS-504
Keypad: Heavy Chrome Metal
Handset: Armored Cord with Steel Lanyard and Heavy
14 Gauge Steel Retainer
Conformal Coating: Protects components for Outdoor Use
Line Powered: No A/C power required
Mounting: Mounts directly to wall

*Contractor reserves the right to upgrade computer components to newer models

**AMENDMENT 2 TO THE
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT #2 TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is entered into as of June 20, 2016 (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, having its principle offices located at 1010-56th Street, Kenosha, WI 53140 ("Premises Provider" or "County") and collectively, the "Parties."

WHEREAS, Company and County previously entered into that certain Professional Services Contract dated as of December 1, 2010, as amended (the "Agreement"); and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below;

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

1. On June 20, 2016, the rates for interstate and intrastate inmate telephone services ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Inmate Telephone Services.

Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.50 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company's website.

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

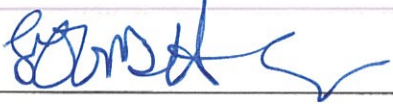
The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

2. Effective from the date the ITS call rates and charges, and the Transaction Fees are revised to comply with the requirements of the FCC Order, the commission payable to Premises Provider under the Agreement shall be sixteen cents (\$0.16) per minute on completed intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed inmate call, and shall replace any and all commissions, revenue compensation, or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider. For the avoidance of doubt, no commission or compensations shall be paid on interstate inmate telephone calls.
3. GTL agrees to provide Premises Provider a tablet program of 500 tablets subject to the Parties agreeing to and executing the Company's standard tablet terms and conditions.

This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this amendment on behalf of the entity for which they are signing.


IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Global Tel*Link Corporation

By: 
Name: _____
Title: _____
Date: 6/15/16

Premises Provider

Kenosha County, Wisconsin

By: 
Name: DAVID G. BETTE
Title: SHERIFF
Date: 6-14-16

AMENDMENT # 03 TO THE PROFESSIONAL SERVICES CONTRACT

This Amendment # 03 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **PROFESSIONAL SERVICES CONTRACT**, dated December 1, 2015, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, with an address of 1010-56th Street, Kenosha, WI 53140 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties had previously executed Amendment 02 to the Agreement to, among other things, add Service Schedule Enhanced Services - IP-Enabled Tablets to the Agreement; and

WHEREAS, the Parties have agreed to revise the Commission percentage in the Enhanced Services – IP Enabled Tablets Service Schedule; and

WHEREAS, the Parties have agreed, to amend the Agreement in order to add Enhanced Services – Flex Kiosks Service Schedule, as further provided below; and

WHEREAS, in consideration of the foregoing, the Parties have agreed to extend the term of the agreement as further defined below;

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Effective from the date of this agreement, Commission payable to Premises Provide for Inmate Telephone Service (ITS) as defined in Paragraph 2 of the Amendment 02 to this agreement is changed from sixteen cents (\$0.16) per minute on completed intrastate inmate telephone calls using the ITS to a fixed commission payment of \$25,000 per month. Should the Effective Date, or termination date, of this Agreement fall within the commission reporting period, for example mid-month, the fixed monthly commission shall be pro-rated for the partial month.
2. Contractor will continue to provide an on-site resource to assist with the tablet program, daily, as needed (estimated twenty hours per week).
3. The table in Amendment 02, under Services Schedule – IP-Enabled Tablets, Paragraph 8, Tablet Commissions is hereby deleted in its entirety and replaced as follows:

Average Monthly Content Revenue per Tablet (other than spares)		Commission %
\$0.00 - \$15.00		0%
\$15.01 - \$20.00		15%
\$20.01 - \$25.00		20%
\$25.01 - \$35.00		25%
\$35.01 - \$45.00		30%
\$45.01 - \$55.00		35%
\$55.01 - \$70.00		40%
\$70.01 – and above		45%

4. Amend the Agreement to provide the additional Inmate Telephone Features as follows: the Enhanced Services – Flex Kiosks Service Schedule appended to this Amendment is hereby made part of the Agreement.

As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as Exhibit A, shall be delivered to Premises Provider: Enhanced Services – Flex Kiosks.

5. In consideration of the foregoing, the Agreement is hereby extended three (3) years from December 1, 2018 to December 1, 2021 ("Extension Term").

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation

By: [Signature]
Name: JONATHAN WALKER
Title: EXECUTIVE VICE PRESIDENT
Date: 10-26-18

Premises Provider
Kenosha County, Wisconsin

By: [Signature]
Name: David G. Beth
Title: Sheriff-Kenosha County
Date: 10-8-18



EXHIBIT A

Service Schedule Enhanced Services –Flex Kiosks

1. **Applicability.** This Service Schedule applies only to services provided for use on the Flex Kiosk (as defined below). Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

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

“Enhanced Services” means enhanced communication, information services, educational, and entertainment products further listed below.

“Flex Kiosk” means wall mounted units used to deploy Enhanced Services.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

3. **Deployment Locations.** Flex Kiosks will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate Flex Kiosk service at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the Flex Kiosk Service at such Location.

Location	Location Description	# of Flex Kiosks
4777 88th Ave, Kenosha, WI 53144	Detention Center	35 total (23 inmate and 12 friends and family)
Kenosha-Pretrial, 1000 55th St, Kenosha, WI 53140	Pre-Trial Facility	33 total (27 inmate and 6 friends and family)

In addition to the Flex Kiosks listed above, Company will supply one (1) CellSense Unit and two Scheduling Kiosks (one at each location).

4. **Company Provided Equipment, Services and Cabling.** Company will supply and install equipment, hardware, circuits to deploy Enhanced Services at the Locations at no cost to Premises Provider. Premises Provider will supply and install all required wiring and cabling in accordance with Company specifications. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Upon termination of Enhanced Services in any Location(s), Premises Provider will provide Company a reasonable opportunity to collect all Flex Kiosks and associated equipment and hardware (except cabling).

a. **Video Visitation Services.** Company shall be responsible for: (i) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (ii) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company’s obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (1) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (2) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (3) allow Company to have promotional pricing to make video visitation an attractive alternative.

b. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company’s VVS software provides the following functionalities for visitation scheduling: (i) unlimited number of user licenses for scheduling software; (ii) facility registration and scheduling; (iii) public web-based registration and scheduling; (iv) multilingual web interface (English, Spanish); and (v) professional web-based registration and scheduling. The VVS software allows Premises Provider to (1) manage public and professional

visits; (2) manage non-contact and contact visits; (3) manage on premises video visitation and remote video visitation; (4) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (5) have officer check in for all on premises visits; and (6) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

5. **Support and Maintenance.** Company will provide all support and maintenance services for the Flex Kiosks, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Flex Kiosks will not be available while being repaired or maintained. Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Flex Kiosks, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Flex Kiosks Enhanced Services.** Company will supply the number of Flex Kiosks set forth in **Section 3**.

- a. **Inmate Flex Kiosks Enhanced Services.** Company will provide the following Enhanced Services through the Inmate Flex Kiosks.
 - i. **Voice Communication.** Outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform.
 - ii. **Video Visitation Service.** Video Visitation Service that permits on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.
 - iii. **Inmate Messaging Services.** Two-way messaging that permits monitored electronic messaging between inmates and their families and friends.
 - iv. **VRS.** Video Relay Service for the deaf or hearing impaired inmates who use American Sign Language (ASL) to communicate.
- b. **Visitor Flex Kiosks.** Company will provide Video Visitation Service that permits on-site video visits between inmates and visitors.

7. **Enhanced Services Rates.** Company may apply and collect the following charges on the use of the Flex Kiosks; provided, however, Company may in its discretion change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

- c. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- d. On-Premises video visits shall not incur a charge. Remote video visits shall be charged in accordance with the table below. Minimum visit duration of 25 minutes, additional minutes charged at the rate of forty-cents (\$0.40) per minute. There are no refunds for unused minutes.

Minimum Visit Duration	Charge to Visiting Party
25 Minutes	\$10.00

- e. Messaging: \$0.25 per Message Credit (photo and video attachment are only available for inmate friends and family).
 - i. 1-credit per written message
 - ii. 1-credit per photo attachment (in addition to written message cost, if included)
 - iii. 4-credits per video attachment (in addition to written message cost, if included)
 - iv. 8-credits per 10 Gallery Link slots
 - v. 16-credits per 25 Gallery Link slots

8. **Commissions.** Company shall pay Premises Provider a commission every month equal to twenty percent (40%) of gross payments collected for revenue generating video visits ("Video Revenue"). Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental agencies. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon Premises Provider unless written objection is received by Company within sixty (60) days of receipt of commission payment by Premises Provider.

Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Flex Kiosks, including monitor and record video communication and read electronic messaging sent through the Flex Kiosks. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Flex Kiosks, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Flex Kiosks, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through Flex Kiosks, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.
- c. **Early Termination.** If Premises Provider terminates the Agreement before the expiration of term during which the Enhanced Services were deployed, for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Company's its capital and

related expenditures in connection with deployment of Enhanced Services, less a pro rata amount to account for the period completed under the term.

12. Limitation of Liability.

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE FLEX KIOSK UNITS, OR OTHER ACCESSORIES. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE FLEX KIOSK UNITS AND EACH OF ITS COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF THE FLEX KIOSK UNITS. COMPANY DOES NOT WARRANT THAT THE FLEX KIOSKS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE FLEX KIOSKS WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE FLEX KIOSKS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE FLEX KIOSKS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.



COUNTY OF KENOSHA

ETHICS COMPLIANCE ADDENDUM

It is agreed and understood by all parties to this contract that:

1. In addition to ethical standards set forth in Wisconsin Statutes section 19.59 for all county employees and officials [either elected or appointed] Kenosha County has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at:

<http://www.co.kenosha.wi.us/DocumentCenter/Home/View/578>

It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

2. This ethics policy is intended to ensure that public trust in Kenosha County government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes:

- the misuse or misappropriation of county property or funds for personal use or otherwise,
- use or disclosure of confidential information for personal gain or otherwise,
- elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees,
- the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee,
- and the conducting of personal business or campaigning during working hours.

3. This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.

4. By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

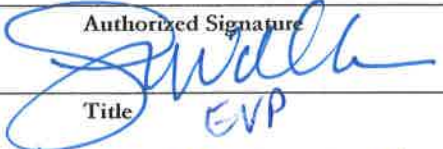
5. By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

6. The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the

operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.


7. That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

GLOBAL TEL*Link CORPORATION
Company Name


Authorized Signature
EVP
Title
JONATHAN WALKER
Print Name

10-26-18
Date

County of Kenosha, by:


Authorized Signature
Sheriff-Kenosha County
Title
David G. Beth
Print Name
10-8-18
Date

MEMO

DATE: October 3, 2018

TO: Jennifer Kopp, 1st Assistant, Corporation Counsel

FROM: Robert Hallisy, Captain of Administration

RE: Request Review of terms of inmate phone revenue contract with Global Tel*Link Corp. Contract renewal for another three year term.

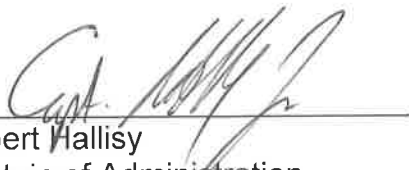
Request review of the inmate phone commission contract with Global Tel*Link Corp. This renewal is for another three year term beginning 12/1/2018 to 12/01/2021.

Modifications to the renewal:

1. Instead of receiving a percentage of phone call revenue earned by GTL, based on minutes of the call duration, we will now receive a flat amount of \$25,000 per month. Our average earnings for phone call revenue, in the past few years, has been around \$12,000 per month.
2. Contract will provide an on-site tech to help inmates with the new tablet program we started early in 2017.
3. We will earn commission on the use of the tablets. We first had to pay for the tablet inventory with the earnings since 2017, and now we will begin to receive a check, monthly, from GTL representing a percentage commission based on a tier of usage by inmates. This may bring in another \$3,000 per month.
4. GTL Corp will install Flex Kiosks to provide Enhanced Services – i.e. Video Visitation opportunity for inmates and messaging services. The Flex Kiosks will be wall mounted units to deploy the Enhanced Services. GTL Corp will charge for remote video visitation sessions and Messaging feature. (See Exhibit A of the Amended contract)
5. GLT Corp will provide to KSD a commission on the remote visitation and messaging earnings. Too early to determine this revenue stream for the Sheriff's Dept.

These terms are favorable to the Sheriff's Department operations and future revenue stream.

Once you review the set of documents, please return to Captain Hallisy and we will get the Sheriff's signatures where required.


Robert Hallisy
Captain of Administration

Enclosures:

Amendment #03 (new contract renewal)

Current Contract (12/01/2015 – 11/30/2018)

Corp Counsel Opinion from Oct 2001; not required by Co. Purchasing Ord to bid this service out.

3-Oct-18

Nancy Otis

From: Kevin Taylor <kevin.taylor@gtl.net>
Sent: Monday, October 08, 2018 7:33 PM
To: Nancy Otis
Cc: Justin Miller
Subject: Re: WI-Kenosha County Professional Services Contract Amendment 3 - GTL Inc - 08012018v7

Ms. Otis:

Thank you for the update. Please call me Kevin. You can snail mail the hard copy to the following:

GTL Legal Dept.

Attn: Randy Blandin

12021 Sunset Hills Road, Suite 100

Reston, Virginia 20190

But please remit an electronic copy if possible in the interim to me via email to initiate the processing of it. Unfortunately, our Legal folks cannot kick that off.

Thanks
Kevin

Kevin Taylor
Account Manager - Central Region
GTL
Mobile - 513.252.7851
Email - kevin.taylor@gtl.net

From: Nancy Otis <nancy.otis@kenoshacounty.org>
Sent: Monday, October 8, 2018 4:39 PM
To: Kevin Taylor
Cc: Justin Miller
Subject: RE: WI-Kenosha County Professional Services Contract Amendment 3 - GTL Inc - 08012018v7

Mr. Taylor,
I have the Amendment #03 to current professional services contract signed by the Sheriff!

I want to mail the 'original' to you for appropriate signatory of GTL rep. ✓

Where and to whom should I mail this contract to?

Nancy Otis
Fiscal Services Manager
Kenosha County Sheriff's Dept.
Kenosha, WI
262-605-5178

AMENDMENT # 04 TO THE PROFESSIONAL SERVICES CONTRACT

This Amendment # 04 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **PROFESSIONAL SERVICES CONTRACT**, dated December 1, 2015, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, with an address of 1010-56th Street, Kenosha, WI 53140 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties had previously executed Amendments 02 to the Agreement to, among other things, add Service Schedule Enhanced Services - IP-Enabled Tablets to the Agreement; and

WHEREAS, the Parties had previously agreed in Amendment 02 to the Agreement to that Company would provide Premises Provider tablets for the Premises Provider's Detention Center Facility (Kenosha County Detention Center or KCDC); and

WHEREAS, the Parties had previously agreed in Amendment 03 to the Agreement to, among other things, revise the Tablet Commissions previously provided for in Amendment 02;

WHEREAS, Company has agreed to provide additional tablets to Premises Providers Pre Trial Facility (PTF) under the same terms and conditions, rates and compensation, as defined in Amendments 02 and 03;

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. As soon as reasonably practicable following the Effective Date, the services as set forth below, shall be delivered to Premises Provider:

Deployment Locations. Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s).

Location	Location Description
Kenosha County	Kenosha County Pre Trial Facility

After consultation with Premises Provider, Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs.

2. Premises Provider shall be entitled to Tablet Commissions and Company will not withhold any commissions to defray capital expenditures in conjunction with this Amendment. Tablet Commissions apply to the services described in this Amendment and remain unchanged from Amendment 03, Para 3., but for ease of reference, are provided below:

Average Monthly Content Revenue per Tablet (other than spares)	Commission %
\$0.00 - \$15.00	0%
\$15.01 - \$20.00	15%
\$20.01 - \$25.00	20%
\$25.01 - \$35.00	25%
\$35.01 - \$45.00	30%

\$45.01 - \$55.00	35%
\$55.01 - \$70.00	40%
\$70.01 – and above	45%

3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement and the obligations of the Parties as clarified in subsequent amendments remain in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation
 By: [Signature]
 Name: Jonathan Walker
 Title: Executive Vice President - Business Development
 Date: 6-14-2019

Premises Provider
Kenosha County, Wisconsin
 By: [Signature]
 Name: David G. Beth
 Title: Sheriff- Kenosha County
 Date: 6-11-19



AMENDMENT # 05 TO THE PROFESSIONAL SERVICES CONTRACT

This Amendment # 05 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **PROFESSIONAL SERVICES CONTRACT**, dated December 1, 2015, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 ("Company"), and Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, with an address of 1010-56th Street, Kenosha, WI 53140 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties had previously executed Amendments 02, dated June 16, 2016, to the Agreement to, among other things, add Service Schedule Enhanced Services - IP-Enabled Tablets to the Agreement; and

WHEREAS, the Parties had previously agreed in Amendment 02 to the Agreement to that Company would provide Premises Provider tablets for the Premises Provider's Detention Center Facility (Kenosha County Detection Center or KCDC); and

WHEREAS, the Parties had previously agreed in Amendment 03 dated October 26, 2018, to the Agreement to, among other things, revise the Tablet Commissions previously provided for in Amendment 02 and to extend the Term of the Agreement to December 31, 2021;

WHEREAS, Company had previously agreed in Amendment 04 to the Agreement, dated June 19, 2019, to provide additional tablets to Premises Providers Pre Trial Facility (PTF) under the same terms and conditions, rates and compensation, as defined in Amendments 02 and 03;

WHEREAS, Company has agreed to provide certain additional features, products and commission as further detailed below;

WHEREAS, in consideration of the foregoing, Premises Provider has agreed to permit Company to enable and integrate PIN Debit at Premises Provider facilities and to extend the Term of the Agreement by two years, as further provided below

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Company shall pay Premises Provider an additional commission payment in the amount of one-thousand dollars (\$1,000) to be added to the County's monthly commission fees. Any additional commission payments commence after the installation of the PIN Debit has been completed. This shall be in addition to commissions currently paid to Premises Provider under the Agreement.
2. In consideration of the foregoing, Company shall enable and integrate PIN Debit calling at Premises Providers facilities.
3. Company shall provide Premises Provider with two (2) CellSense Units. In addition, Company shall provide access to Law Library on all inmate tablets.
4. In consideration of the foregoing, the Term of the Agreement is hereby extended by two years from December 31, 2021 to December 31, 2023.
5. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is


hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation

By: 
Name: Maribeth Kuznia
Title: Contracts Manager
Date: 18-NOV-2020

Premises Provider
Kenosha County, Wisconsin

By: 
Name: DAVID G BETH
Title: SHERIFF
Date: 11-19-2020

Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to enhanced services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

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

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

“IP-Enabled Tablets” (or “Tablets”) means an Inspire™ device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twenty four (24) months following the deployment of Enhanced Services at the Locations.

Location	Location Description	# of Tablets
Kenosha County Detention Center	4777 88th Ave Kenosha, WI	500

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

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. Tablets. Company will supply the number of Inspire™ Tablets for the Term of the Agreement set forth in **Section 3**, subject to the following limitations and conditions. Each inmate assigned a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install 25 Tablet charging stations (individually “Station” and collectively “Stations”) at locations agreed upon by the Parties. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging stations. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

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

- i. Content. Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, email, and such other content as may be agreed upon in writing by the Parties (“Content”). Content will be provided on a subscription basis that terminates upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet, including nonpayment for a subscription. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to alter or discontinue any Content.
- ii. Debit Link Accounts. All inmate Enhanced Services charges (not including charges for voice communication) will be paid for using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually “Debit Link Account” and collectively “Debit Link Accounts”). Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate’s Debit Link Account by deposits made through Company website or IVR. Transaction Fees may apply. Once purchased, Link Units may only be returned to an inmate’s trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate’s release. All Link Units purchased by inmate friends or family are final.
- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the ITS platform. Headphones equipped with a microphone will be required.

b. Company Obligations. Company will provide one set of earphones to each inmate supplied a Tablet, and will supply replacement earphones for purchase by the inmate through Premises Provider’s commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company’s discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets

deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.

c. **Premises Provider Obligations.** A Premises Provider must allow: (i) installation and use of Wi-Fi at all Locations; (ii) use of wired earphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging stations or inmate access to electrical outlets for wall chargers (as applicable). In addition, a Premises Provider must: (i) assign a unique Tablet to each inmate having access to a Location and ensure that inmates only use their assigned Tablets; (ii) allow and facilitate the sale of earphones and other Tablet accessories through its commissary without mark up; (iii) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (iv) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (v) allow inmate voice communication duration of not less than sixty (60) minutes; (vi) allow the use of Tablets throughout the Locations; (vii) facilitate the recycling and reuse of Tablets each time a Tablet is re-assigned to a new inmate; (viii) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (ix) provide at its expense all necessary power and power source; (x) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services; and (xi) distribute one (1) set of earphones to each inmate who is assigned a Tablet on initial assignment of the Tablet. Premises Provider will assign and distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on the use of the Tablets; provided, however, Company may in its discretion change any pricing other than pricing for voice communication.

- a. Voice Communication shall be charged at the same per-minute rate as ITS under this Agreement.
- b. Email: \$0.25 per message sent
- c. Music: \$9.99 per one month subscription.*
- d. Games: \$5.00 to \$15.00 per month subscription packages.
- e. Ebook: \$5.00 to \$15.00 per month subscription packages.
- f. Replacement Headphones: \$5.00- \$25.00 depending on the variety of headphones the Premises Provider wishes to provide.
- g. Replacement chargers (where available): \$6.99.

* *An additional \$10 monthly service infrastructure charge applies for the for Music subscriptions.*

8. Tablet Commissions. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay Premises Provider a commission every month based on average monthly revenue per Tablet for that month from Content including applicable infrastructure charges purchased by the inmate (“Content Revenue”) in accordance with the percentages provided in the table below. Content Revenue does not include revenue from voice communications completed using the Tablets, the sale of accessories, or Transaction Fees. Furthermore, Company will not owe or pay any commission on the first One Hundred and Seventy Five Thousand Dollars (\$175,000) in Content Revenue collected (“Expenditure”), to enable Company to defray capital expenditures in connection with Enhanced Services deployed at the Locations, including all installation costs. If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Expenditure less any Content Revenue collected by Company. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

Average Monthly Revenue from Content per Tablet supplied under the Agreement (other than spares)	Commission %
\$0.00 - \$15.00	0%
\$15.01 - \$20.00	10%
\$20.01 - \$25.00	15%
\$25.01 - \$35.00	20%
\$35.01 - \$45.00	25%
\$45.01 - \$55.00	30%
\$55.01 - \$70.00	35%
\$70.01 – and above	40%

9. Additional Terms

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless

from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. .

- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

Additional Limitation of Liability for Enhanced Services.

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR

THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.



Free Call Summary

6/2/2021 10:30:07 AM

First Name:

Last Name:

Start Date:3/2/2021

End Date: 6/2/2021

Inmate Phone:

DIALED NO.:

PIN:

PIN Active Only: No

Min Dur: 0

Max Dur: 0

CALL TYPE:

Completion Status: Complete

Stop Code:

Return HOT calls only: No

Return PRIVATE only: No

Call Band:

Connection Type:

Device Type:

MAC Address:

Housing:

Report Date: 6/2/2021 10:30:29 AM

Run By: dougsimpson

Site(s): Kenosha County WI-Jail/Pre-Trial (20522),Kenosha County WI-Detention Center (20523)

RATE TYPE	CALLS	MINUTES	REVENUE	MIN/CALL	REV/CALL
Local	4493	13,332	\$0.00	00:02:58	\$0.00
IntraLata	1842	7,691	\$0.00	00:04:10	\$0.00
InterLata	178	700	\$0.00	00:03:56	\$0.00
InterState	2841	11,471	\$0.00	00:04:02	\$0.00
Dominican Republic	6	21	\$0.00	00:03:33	\$0.00
Puerto Rico	19	67	\$0.00	00:03:32	\$0.00
Puerto Rico2	1	4	\$0.00	00:04:54	\$0.00
Local	6253	17,655	\$0.00	00:02:49	\$0.00
IntraLata	2057	10,541	\$0.00	00:05:07	\$0.00
InterLata	263	1,184	\$0.00	00:04:30	\$0.00
InterState	3362	14,637	\$0.00	00:04:21	\$0.00
Costa Rica	3	14	\$0.00	00:04:42	\$0.00
Dominican Republic	4	4	\$0.00	00:01:07	\$0.00
Guatemala	27	127	\$0.00	00:04:43	\$0.00
Mexico	85	372	\$0.00	00:04:23	\$0.00
Peru	4	20	\$0.00	00:05:00	\$0.00
Puerto Rico	31	146	\$0.00	00:04:44	\$0.00
Puerto Rico2	21	90	\$0.00	00:04:18	\$0.00
Total:	21,490	78,076	\$0.00	00:03:37	\$0.00



Call Rates Summary (without taxes)

6/2/2021 10:19:22 AM

First Name:
Inmate Phone:
Min Dur: 0
Stop Code:
Call Band:
Housing:
Report Date: 6/2/2021 10:19:41 AM

Last Name:
DIALED NO.:
Max Dur: 0
Connection Type:

Start Date: 3/2/2021
PIN:
CALL TYPE:
Return HOT calls only: No
Device Type:
Run By: dougsimpson

End Date: 6/2/2021
PIN Active Only: No
Completion Status: Complete
Return PRIVATE only: No
MAC Address:
Site(s): Kenosha County WI-Jail/Pre-Trial (20522), Kenosha County WI-Detention Center (20523)

RATE TYPE	CALLS	MINUTES	REVENUE	MIN/CALL	REV/CALL
SITE: Kenosha County WI-Detention Center - CALL TYPE: ADVANCEPAY ONECALL					
InterState	430	5329:52	\$1,144.71	00:12:23	\$2.66
InterLata	21	209:28	\$109.50	00:09:58	\$5.21
IntraLata	169	1903:54	\$976.50	00:11:15	\$5.77
Local	170	1907:10	\$984.00	00:11:13	\$5.78
SITE: Kenosha County WI-Jail/Pre-Trial - CALL TYPE: ADVANCEPAY ONECALL					
Local	324	3428:59	\$1,773.00	00:10:34	\$5.47
IntraLata	225	2415:03	\$1,244.50	00:10:44	\$5.53
InterState	460	5526:00	\$1,190.91	00:12:00	\$2.58
InterLata	32	403:49	\$206.00	00:12:37	\$6.43
SITE: Kenosha County WI-Detention Center - CALL TYPE: COLLECT					
IntraLata	9	10:06	\$6.50	00:01:07	\$0.72
SITE: Kenosha County WI-Jail/Pre-Trial - CALL TYPE: COLLECT					
Local	8	98:37	\$51.50	00:12:19	\$6.43
IntraLata	14	14:58	\$10.50	00:01:04	\$0.75
SITE: Kenosha County WI-Detention Center - CALL TYPE: DEBIT					
InterState	18030	148481:14	\$32,549.79	00:08:14	\$1.80
Puerto Rico	223	1727:58	\$381.78	00:07:44	\$1.71
Dominican Republic	25	156:53	\$101.40	00:06:16	\$4.05
Canada	1	0:06	\$0.60	00:00:06	\$0.60
Local	4434	23547:01	\$12,544.50	00:05:18	\$2.82
InterLata	385	2149:25	\$1,134.00	00:05:34	\$2.94
IntraLata	5450	35337:43	\$18,520.00	00:06:29	\$3.39
Puerto Rico2	42	284:41	\$63.63	00:06:46	\$1.51
SITE: Kenosha County WI-Jail/Pre-Trial - CALL TYPE: DEBIT					
Puerto Rico2	30	250:08	\$55.65	00:08:20	\$1.85
InterLata	358	2132:01	\$1,129.50	00:05:57	\$3.15
Local	3125	17024:36	\$9,096.00	00:05:26	\$2.91
Total:	136,221	1196229:06	\$354,089.79	00:08:46	\$3.26



Call Rates Summary (without taxes)

6/2/2021 10:19:22 AM

RATE TYPE	CALLS	MINUTES	REVENUE	MIN./CALL	REV./CALL
IntraLata	3225	20674:58	\$10,894.50	00:06:24	\$3.37
Jamaica	5	32:32	\$20.40	00:06:30	\$4.08
Dominican Republic	66	176:08	\$121.20	00:02:40	\$1.83
Puerto Rico	154	1353:44	\$300.30	00:08:47	\$1.95
InterState	11229	92551:22	\$20,365.80	00:08:14	\$1.81
SITE: Kenosha County WI-Detention Center - CALL TYPE: PREPAID					
Anguilla	14	62:00	\$41.40	00:04:30	\$2.95
InterNational	5	20:24	\$11.00	00:04:04	\$2.20
InterState	42901	420208:23	\$91,243.53	00:09:47	\$2.12
IntraLata	6766	61198:45	\$31,668.50	00:09:02	\$4.68
Local	6406	52147:26	\$27,278.50	00:08:08	\$4.25
Puerto Rico	1534	14118:08	\$3,093.72	00:09:12	\$2.01
InterLata	571	4782:06	\$2,499.00	00:08:22	\$4.37
SITE: Kenosha County WI-Jail/Pre-Trial - CALL TYPE: PREPAID					
Local	4799	40417:01	\$21,070.50	00:08:25	\$4.39
IntraLata	3602	32526:25	\$16,866.00	00:09:01	\$4.68
Puerto Rico	853	6453:16	\$1,434.72	00:07:33	\$1.68
InterLata	427	3697:42	\$1,922.00	00:08:39	\$4.50
InterState	19699	193467:04	\$41,984.25	00:09:49	\$2.13
Total:	136,221	1196229:06	\$354,089.79	00:08:46	\$3.26



INVOICE

Bill to:

Global Tel Link Corporation GTL
107 St Francis St., Ste 3200
Mobile, AL 36602

Invoice number FTI0002689
Customer number C0000160
Invoice date 5/13/2021
Page 1 of 1
Customer PO number
Due date 5/13/2021
Terms Due upon receipt

Remit to:

Kenosha County Sheriff's Department
1000 55th Street
Kenosha, WI 53140

Line	Description	Billing code	Quantity	Unit price	Amount
1	DETENTIONS KCJ INMATE PHONE REVENUE - MARCH 2110.448510	SD-PhneCom	1.00	13,000.00	13,000.00
2	DETENTIONS KCDC INMATE PHONE REVENUE - MARCH 2120.448510	SD-PhneCom	1.00	13,000.00	13,000.00

Comments	Subtotal	\$26,000.00
DETENTIONS INMATE PHONE REVENUE	Sales tax	\$0.00
	Shipping	\$0.00
	Total	\$26,000.00



Global TelLink
2609 Cameron St.
Mobile, AL 36607

March-2021

SUMMARY COMMISSION REPORT

Kenosha County WI - V000001905

Call Type	Calls	% of Total Calls	Minutes	% of Total Minutes	Revenue	% of Total Revenue	Commission Rate	Commission
Debit US Territories	111	0.27%	1,173	0.31%	\$244.65	0.23%	0.0% of Revenue	\$0.00
Debit Non-US Caribbeans	6	0.01%	11	0.00%	\$5.40	0.01%	0.0% of Revenue	\$0.00
Debit Local	1,640	4.01%	8,445	2.23%	\$4,222.50	3.96%	0.0% of Revenue	\$0.00
Debit Intrastate Intralata	2,317	5.67%	14,485	3.82%	\$7,242.50	6.79%	0.0% of Revenue	\$0.00
Debit Intrastate Interlata	211	0.52%	1,162	0.31%	\$581.00	0.54%	0.0% of Revenue	\$0.00
Debit Interstate Interlata	7,266	17.77%	61,248	16.17%	\$12,862.08	12.06%	0.0% of Revenue	\$0.00
Collect Local	8	0.02%	103	0.03%	\$61.50	0.05%	0.0% of Revenue	\$0.00
Collect Intrastate Intralata	6	0.01%	9	0.00%	\$4.50	0.00%	0.0% of Revenue	\$0.00
Advance Pay US Territories	794	1.94%	7,422	1.96%	\$1,558.62	1.46%	0.0% of Revenue	\$0.00
Advance Pay Other International	4	0.01%	21	0.01%	\$10.50	0.01%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	156	0.38%	1,765	0.47%	\$882.50	0.83%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrastate Intralata	124	0.30%	1,469	0.39%	\$734.50	0.69%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrastate Interlata	14	0.03%	142	0.04%	\$71.00	0.07%	0.0% of Revenue	\$0.00
Advance Pay One Call Interstate Interlata	286	0.70%	3,635	0.96%	\$763.35	0.72%	0.0% of Revenue	\$0.00
Advance Pay Local	3,075	7.52%	26,530	7.01%	\$13,265.00	12.43%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Intralata	3,652	8.93%	35,913	9.48%	\$17,956.50	16.83%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Interlata	382	0.93%	3,574	0.94%	\$1,787.00	1.68%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interlata	20,845	50.97%	211,605	55.87%	\$44,437.05	41.65%	0.0% of Revenue	\$0.00
Sum:	40,897	100.00%	378,712	100.00%	\$106,660.15	100.00%		\$0.00

Fixed Commission:

\$26,000.00

TOTAL COMMISSION DUE:

\$26,000.00

Run Date: 04/15/2021

SUMMARY COMMISSION REPORT

2609 Cameron St.
Mobile, AL 36607

Facility: Kenosha County WI-Detention Center
Supplier Code: V000001905
Cost Center: x371
Period: March-2021

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlat	13,941	53.69%	141,298	58.73%	\$29,672.58	44.68%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Interlat	212	0.82%	1,959	0.81%	\$979.50	1.47%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Intralat	2,415	9.29%	24,036	9.99%	\$12,018.00	18.10%	0.0% of Revenue	\$0.00
Advance Pay Local	1,750	6.74%	14,291	5.94%	\$7,145.50	10.76%	0.0% of Revenue	\$0.00
Advance Pay One Call Intersta	132	0.51%	1,713	0.71%	\$359.73	0.54%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrasta	5	0.02%	43	0.02%	\$21.50	0.03%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrasta	58	0.22%	667	0.28%	\$333.50	0.50%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	61	0.23%	725	0.30%	\$362.50	0.55%	0.0% of Revenue	\$0.00
Advance Pay Other Internation	4	0.02%	21	0.01%	\$10.50	0.02%	0.0% of Revenue	\$0.00
Advance Pay US Territories	469	1.81%	4,471	1.86%	\$938.91	1.41%	0.0% of Revenue	\$0.00
Collect Intrastate Intralat	1	0.00%	1	0.00%	\$0.50	0.00%	0.0% of Revenue	\$0.00
Debit Intrastate Interlat	4,603	17.72%	37,856	15.73%	\$7,949.76	11.97%	0.0% of Revenue	\$0.00
Debit Intrastate Intralat	100	0.38%	450	0.19%	\$225.00	0.34%	0.0% of Revenue	\$0.00
Debit Local	908	3.49%	4,717	1.96%	\$2,358.50	3.55%	0.0% of Revenue	\$0.00
Debit US Territories	38	0.15%	460	0.19%	\$96.18	0.14%	0.0% of Revenue	\$0.00
Sum:	25,982	100.00%	240,592	100.00%	\$66,414.16	100.00%		\$0.00

Kenosha County WI
Jasleen Kaur, Fiscal Manager
1000 - 55th Street,
Kenosha, WI 53140

SUMMARY COMMISSION REPORT

2609 Cameron St.
Mobile, AL 36607

Facility: Kenosha County WI-Public Safety/Pre Trial
Supplier Code: V000001905
Cost Center: x372
Period: March-2021

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interlat	6,904	46.29%	70,307	50.90%	\$14,764.47	36.67%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interlat	170	1.14%	1,615	1.17%	\$807.50	2.01%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interlat	1,237	8.29%	11,877	8.60%	\$5,938.50	14.75%	0.0% of Revenue	\$0.00
Advance Pay Local	1,325	8.88%	12,239	8.86%	\$6,119.50	15.20%	0.0% of Revenue	\$0.00
Advance Pay One Call Intersta	154	1.03%	1,922	1.39%	\$403.62	1.00%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrasta	9	0.06%	99	0.07%	\$49.50	0.12%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrasta	66	0.44%	802	0.58%	\$401.00	1.00%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	95	0.64%	1,040	0.75%	\$520.00	1.29%	0.0% of Revenue	\$0.00
Advance Pay US Territories	325	2.18%	2,951	2.14%	\$619.71	1.54%	0.0% of Revenue	\$0.00
Collect Intrastate Intralata	5	0.03%	8	0.01%	\$4.00	0.01%	0.0% of Revenue	\$0.00
Collect Local	8	0.05%	103	0.07%	\$51.50	0.13%	0.0% of Revenue	\$0.00
Debit Interstate Interlat	2,663	17.85%	23,392	16.94%	\$4,912.32	12.20%	0.0% of Revenue	\$0.00
Debit Interstate Interlat	111	0.74%	712	0.52%	\$356.00	0.88%	0.0% of Revenue	\$0.00
Debit Intrastate Intralata	1,032	6.92%	6,601	4.78%	\$3,300.50	8.20%	0.0% of Revenue	\$0.00
Debit Local	732	4.91%	3,728	2.70%	\$1,864.00	4.63%	0.0% of Revenue	\$0.00
Debit Non-US Caribbeans	6	0.04%	11	0.01%	\$5.40	0.01%	0.0% of Revenue	\$0.00
Debit US Territories	73	0.49%	713	0.52%	\$148.47	0.37%	0.0% of Revenue	\$0.00
Sum:	14,915	100.00%	138,120	100.00%	\$40,265.99	100.00%		\$0.00

Kenosha County WI
Jasleen Kaur, Fiscal Manager
1000 - 55th Street,
Kenosha, WI 53140



INVOICE

Bill to:

Global Tel Link Corporation GTL
107 St Francis St., Ste 3200
Mobile, AL 36602

Invoice number FTI0002533
Customer number C0000160
Invoice date 3/11/2021
Page 1 of 1
Customer PO number
Due date 3/11/2021
Terms Due upon receipt

Remit to:

Kenosha County Sheriff's Department
1000 55th Street
Kenosha, WI 53140

Line	Description	Billing code	Quantity	Unit price	Amount
1	DETENTIONS KCJ INMATE PHONE REVENUE - JANUARY 2110.448510		1.00	13,000.00	13,000.00
2	DETENTIONS KCDC INMATE PHONE REVENUE - JANUARY 2120.448510		1.00	13,000.00	13,000.00

Comments

DETENTIONS INMATE PHONE REVENUE

Subtotal	\$26,000.00
Sales tax	\$0.00
Shipping	\$0.00
Total	\$26,000.00



January-2021

Global Tel*Link
2609 Cameron St.
Mobile, AL 36607

SUMMARY COMMISSION REPORT

Kenosha County WI - V000001905

Call Type	Calls	% of Total Calls	Minutes	% of Total Minutes	Revenue	% of Total Revenue	Commission Rate	Commission
Debit US Territories	43	0.13%	371	0.11%	\$77.07	0.08%	0.0% of Revenue	\$0.00
Debit Local	427	1.26%	2,540	0.76%	\$1,270.00	1.37%	0.0% of Revenue	\$0.00
Debit Intrastate Intralata	441	1.30%	3,673	1.10%	\$1,836.50	1.98%	0.0% of Revenue	\$0.00
Debit Intrastate Interlata	76	0.22%	389	0.12%	\$194.50	0.21%	0.0% of Revenue	\$0.00
Debit Interstate Interlata	1,475	4.36%	14,129	4.24%	\$2,967.09	3.19%	0.0% of Revenue	\$0.00
Collect Intrastate Intralata	4	0.01%	6	0.00%	\$3.00	0.00%	0.0% of Revenue	\$0.00
Collect Intrastate Interlata	3	0.01%	31	0.01%	\$15.50	0.02%	0.0% of Revenue	\$0.00
Collect Interstate Interlata	1	0.00%	1	0.00%	\$0.25	0.00%	0.0% of Revenue	\$0.00
Advance Pay US Territories	1,036	3.06%	10,296	3.09%	\$2,162.16	2.33%	0.0% of Revenue	\$0.00
Advance Pay Other International	68	0.20%	345	0.10%	\$172.50	0.19%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	184	0.54%	2,277	0.68%	\$1,138.50	1.23%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrastate Intralata	121	0.36%	1,467	0.44%	\$733.50	0.79%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrastate Interlata	19	0.06%	204	0.06%	\$102.00	0.11%	0.0% of Revenue	\$0.00
Advance Pay One Call Interstate Interlata	282	0.83%	3,449	1.04%	\$724.29	0.78%	0.0% of Revenue	\$0.00
Advance Pay Local	3,498	10.34%	30,902	9.27%	\$15,451.00	16.63%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Intralata	3,775	11.16%	35,383	10.62%	\$17,691.50	19.04%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Interlata	235	0.69%	1,949	0.58%	\$974.50	1.05%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interlata	22,135	65.44%	225,815	67.77%	\$47,421.15	51.03%	0.0% of Revenue	\$0.00
Sum:	33,823	100.00%	333,227	100.00%	\$92,935.01	100.00%		\$0.00

Fixed Commission:

\$26,000.00

TOTAL COMMISSION DUE:

\$26,000.00

Run Date: 02/15/2021

Monthly Revenue by Phone

January 2021
12/26/20 to 1/25/21

Kenosha County WI-Detention Center - x371

Phone Number	Advance Pay			Advance Pay			Advance Pay			Collect					
	LOCAL			INTRALATA			INTERLATA			INTERLATA					
	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue			
2626252001	3	26	\$13.00	14	106	\$53.00	0	0	\$0.00	23	251	\$52.71	0	0	\$0.00
2626252003	68	548	\$274.00	111	1025	\$512.50	3	36	\$18.00	167	1722	\$361.62	0	0	\$0.00
2626252004	17	183	\$91.50	38	478	\$239.00	2	23	\$11.50	305	3140	\$659.40	0	0	\$0.00
2626252005	12	122	\$61.00	26	325	\$162.50	6	33	\$16.50	249	2660	\$558.60	0	0	\$0.00
2626252015	0	0	\$0.00	1	10	\$5.00	0	0	\$0.00	7	52	\$10.92	0	0	\$0.00
2626252016	2	11	\$5.50	0	0	\$0.00	0	0	\$0.00	2	13	\$2.73	0	0	\$0.00
2626252017	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	3	34	\$7.14	0	0	\$0.00
2626252020	155	1060	\$530.00	50	400	\$200.00	3	31	\$15.50	420	4263	\$895.23	0	0	\$0.00
2626252021	113	864	\$432.00	63	554	\$277.00	0	0	\$0.00	321	3275	\$687.75	0	0	\$0.00
2626252022	47	468	\$234.00	34	365	\$182.50	9	76	\$38.00	231	2384	\$500.64	0	0	\$0.00
2626252023	59	703	\$351.50	10	118	\$59.00	4	24	\$12.00	90	839	\$176.19	0	0	\$0.00
2626252026	51	445	\$222.50	89	771	\$385.50	0	0	\$0.00	314	3185	\$668.85	0	0	\$0.00
2626252027	59	469	\$234.50	114	909	\$454.50	0	0	\$0.00	463	5169	\$1,085.49	0	0	\$0.00
2626252028	130	683	\$341.50	182	1834	\$917.00	0	0	\$0.00	398	4478	\$940.38	0	0	\$0.00
2626252029	88	489	\$244.50	83	819	\$409.50	0	0	\$0.00	292	2460	\$516.60	0	0	\$0.00
2626252032	49	377	\$188.50	68	559	\$279.50	0	0	\$0.00	310	3227	\$677.67	0	0	\$0.00
2626252033	58	535	\$267.50	22	187	\$93.50	0	0	\$0.00	145	1420	\$298.20	0	0	\$0.00
2626252034	36	331	\$165.50	45	452	\$226.00	0	0	\$0.00	336	3348	\$703.08	0	0	\$0.00
2626252036	53	447	\$223.50	24	214	\$107.00	0	0	\$0.00	305	2960	\$621.60	0	0	\$0.00
2626252037	4	60	\$30.00	6	31	\$15.50	0	0	\$0.00	32	238	\$49.98	0	0	\$0.00
2626252038	12	103	\$51.50	3	19	\$9.50	0	0	\$0.00	30	285	\$59.85	0	0	\$0.00
2626252039	11	89	\$44.50	4	46	\$23.00	0	0	\$0.00	130	1568	\$329.28	0	0	\$0.00
2626252040	7	67	\$33.50	4	31	\$15.50	0	0	\$0.00	17	200	\$42.00	0	0	\$0.00
2626252041	7	74	\$37.00	8	88	\$44.00	0	0	\$0.00	28	281	\$59.01	0	0	\$0.00
2626252042	21	234	\$117.00	8	103	\$51.50	1	8	\$4.00	44	407	\$85.47	0	0	\$0.00
2626252050	10	95	\$47.50	18	177	\$88.50	8	14	\$7.00	124	1200	\$252.00	1	1	\$0.50
2626252051	45	482	\$241.00	45	529	\$264.50	17	149	\$74.50	478	4817	\$1,011.57	0	0	\$0.00
2626252052	38	430	\$215.00	58	570	\$285.00	22	240	\$120.00	383	3916	\$822.36	0	0	\$0.00
2626252053	11	130	\$65.00	17	188	\$94.00	4	50	\$25.00	72	733	\$153.93	0	0	\$0.00
2626252054	14	140	\$70.00	14	144	\$72.00	5	48	\$24.00	151	1436	\$301.56	0	0	\$0.00
2626252055	37	368	\$184.00	43	367	\$183.50	25	127	\$63.50	335	2920	\$613.20	3	12	\$6.00
2626252056	8	87	\$43.50	27	242	\$121.00	10	56	\$28.00	150	1432	\$300.72	2	4	\$2.00
2626252057	69	768	\$384.00	46	438	\$219.00	12	107	\$53.50	321	2718	\$570.78	2	2	\$1.00
2626252058	27	343	\$171.50	47	502	\$251.00	8	109	\$54.50	269	2672	\$561.12	0	0	\$0.00
2626252059	10	86	\$43.00	27	264	\$132.00	1	15	\$7.50	225	2256	\$473.76	0	0	\$0.00
2626252060	9	108	\$54.00	12	84	\$42.00	2	19	\$9.50	48	485	\$101.85	0	0	\$0.00
2626252065	0	0	\$0.00	1	12	\$6.00	0	0	\$0.00	24	204	\$42.84	0	0	\$0.00
2626252066	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	16	\$3.36	0	0	\$0.00
2626252068	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	14	\$2.94	0	0	\$0.00
2626252069	2	7	\$3.50	0	0	\$0.00	0	0	\$0.00	1	9	\$1.89	0	0	\$0.00
2626252946	851	8130	\$4,065.00	1066	9908	\$4,994.00	57	541	\$270.50	8970	91613	\$19,238.73	60	326	\$163.00
Total	2193	19562	\$9,781.00	2428	22869	\$11,434.50	199	1706	\$853.00	16187	164300	\$34,503.00	68	345	\$172.50
													3	31	\$15.50

Collect			Debit			Debit			Debit			Phone Totals		
INTERSTATE			LOCAL			INTRALATA			INTERLATA			INTERSTATE		
Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue
0	0	\$0.00	2	20	\$10.00	0	0	\$0.00	0	0	\$0.00	7	61	\$12.81
0	0	\$0.00	13	63	\$31.50	8	35	\$17.50	0	0	\$0.00	7	31	\$6.51
0	0	\$0.00	1	2	\$1.00	2	11	\$5.50	0	0	\$0.00	27	192	\$40.32
0	0	\$0.00	0	0	\$0.00	1	3	\$1.50	0	0	\$0.00	3	35	\$7.35
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	8	66	\$33.00	5	61	\$30.50	1	1	\$0.50	0	0	\$0.00
0	0	\$0.00	4	25	\$12.50	8	25	\$12.50	2	8	\$4.00	1	6	\$1.26
0	0	\$0.00	1	1	\$0.50	2	8	\$4.00	1	16	\$8.00	2	8	\$1.68
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	18	\$3.78
0	0	\$0.00	1	9	\$4.50	1	2	\$1.00	0	0	\$0.00	4	49	\$10.29
0	0	\$0.00	7	25	\$12.50	2	8	\$4.00	0	0	\$0.00	11	76	\$15.96
0	0	\$0.00	9	31	\$15.50	27	391	\$195.50	1	6	\$3.00	7	27	\$5.67
0	0	\$0.00	12	71	\$35.50	3	16	\$8.00	0	0	\$0.00	13	109	\$22.89
0	0	\$0.00	7	29	\$14.50	2	37	\$18.50	1	1	\$0.50	24	190	\$39.90
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	2	7	\$3.50	2	13	\$6.50	0	0	\$0.00	21	232	\$48.72
0	0	\$0.00	2	5	\$2.50	0	0	\$0.00	0	0	\$0.00	19	217	\$45.57
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	10	\$2.10
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	3	10	\$5.00	4	19	\$9.50	5	11	\$5.50	0	0	\$0.00
0	0	\$0.00	3	16	\$8.00	6	46	\$23.00	5	21	\$10.50	19	208	\$43.68
0	0	\$0.00	21	169	\$84.50	7	76	\$38.00	0	0	\$0.00	20	198	\$41.58
0	0	\$0.00	6	57	\$28.50	3	11	\$5.50	0	0	\$0.00	8	104	\$21.84
0	0	\$0.00	14	124	\$62.00	5	29	\$14.50	1	16	\$8.00	17	220	\$46.20
0	0	\$0.00	0	0	\$0.00	17	127	\$63.50	8	63	\$31.50	18	197	\$41.37
0	0	\$0.00	3	5	\$2.50	10	57	\$28.50	9	81	\$40.50	6	38	\$7.98
0	0	\$0.00	1	4	\$2.00	5	31	\$15.50	3	9	\$4.50	9	89	\$18.69
0	0	\$0.00	7	63	\$31.50	3	9	\$4.50	0	0	\$0.00	11	128	\$26.88
0	0	\$0.00	7	46	\$28.00	8	121	\$60.50	1	20	\$10.00	23	208	\$43.47
0	0	\$0.00	8	56	\$28.00	0	0	\$0.00	0	0	\$0.00	5	48	\$10.08
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
0	0	\$0.00	0</											

Kenosha County WI-Public Safety/PreTrial - x372

Phone Number	Advance Pay			Advance Pay			Advance Pay			Advance Pay			Collect		
	LOCAL			INTALATA			INTERLATA			INTERSTATE			INTALATA		
	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	
2626521001	14	176	\$88.00	18	237	\$118.50	0	0	\$0.00	204	2403	\$504.63	0	0	
2626521002	36	359	\$179.50	46	445	\$222.50	0	0	\$0.00	79	837	\$175.77	0	0	
2626521003	9	114	\$57.00	5	63	\$31.50	0	0	\$0.00	30	347	\$72.87	0	0	
2626521004	11	108	\$54.00	16	194	\$97.00	0	0	\$0.00	253	2574	\$540.54	0	0	
2626521005	13	158	\$79.00	17	220	\$110.00	0	0	\$0.00	74	696	\$146.16	0	0	
2626521006	68	696	\$348.00	11	120	\$60.00	0	0	\$0.00	446	5114	\$1,073.94	0	0	
2626521007	53	286	\$143.00	15	158	\$79.00	0	0	\$0.00	69	921	\$193.41	0	0	
2626521008	57	596	\$298.00	58	616	\$308.00	9	123	\$61.50	172	1713	\$359.73	0	0	
2626521010	53	424	\$212.00	69	636	\$318.00	0	0	\$0.00	98	1050	\$220.50	0	0	
2626521011	41	280	\$140.00	39	398	\$199.00	0	0	\$0.00	162	1829	\$384.09	0	0	
2626521012	44	447	\$223.50	20	197	\$98.50	0	0	\$0.00	87	1047	\$219.87	0	0	
2626521013	125	1103	\$551.50	77	667	\$333.50	0	0	\$0.00	122	1406	\$295.26	0	0	
2626521014	6	52	\$26.00	15	144	\$72.00	0	0	\$0.00	4	21	\$4.41	0	0	
2626521015	49	558	\$279.00	43	328	\$164.00	1	1	\$0.50	42	533	\$111.93	1	3	
2626521016	23	157	\$78.50	6	46	\$23.00	0	0	\$0.00	55	492	\$103.32	0	0	
2626521017	7	38	\$19.00	0	0	\$0.00	0	0	\$0.00	1	10	\$2.10	0	0	
2626521018	23	155	\$77.50	0	0	\$0.00	0	0	\$0.00	3	36	\$7.56	0	0	
2626521019	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	1	15	\$3.15	0	0	
2626521020	14	115	\$57.50	126	1020	\$510.00	0	0	\$0.00	10	89	\$18.69	3	3	
2626521021	38	292	\$146.00	22	220	\$110.00	2	30	\$15.00	77	750	\$157.50	0	0	
2626521023	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	5	\$1.05	0	0	
2626521024	10	100	\$50.00	0	0	\$0.00	0	0	\$0.00	20	224	\$47.04	0	0	
2626521025	10	77	\$38.50	3	29	\$14.50	0	0	\$0.00	1	15	\$3.15	0	0	
2626521029	51	395	\$197.50	42	402	\$201.00	0	0	\$0.00	177	1665	\$349.65	0	0	
2626521030	22	215	\$107.50	0	0	\$0.00	0	0	\$0.00	170	1032	\$216.72	0	0	
2626521033	0	0	\$0.00	15	136	\$68.00	0	0	\$0.00	8	105	\$22.05	0	0	
2626521034	0	0	\$0.00	3	12	\$6.00	0	0	\$0.00	0	0	\$0.00	0	0	
2626521037	22	148	\$74.00	2	18	\$9.00	0	0	\$0.00	251	2926	\$614.46	0	0	
2626521038	0	0	\$0.00	7	25	\$12.50	0	0	\$0.00	0	0	\$0.00	0	0	
2626521039	9	124	\$62.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	
2626521040	15	127	\$63.50	63	542	\$271.00	0	0	\$0.00	102	830	\$174.30	0	0	
2626521045	66	621	\$310.50	10	77	\$38.50	1	3	\$1.50	96	1082	\$227.22	0	0	
2626521046	41	338	\$169.00	10	59	\$29.50	1	7	\$3.50	53	616	\$129.36	0	0	
2626524900	375	3081	\$1,540.50	589	5505	\$2,752.50	22	79	\$39.50	4113	41420	\$8,698.20	0	0	
2626524915	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	8	\$1.68	0	0	
Total	1305	11340	\$5,670.00	1347	12514	\$6,257.00	36	243	\$121.50	6984	71811	\$15,080.31	4	6	

TA	Debit			Debit			Debit			Debit			Phone Totals		
	LOCAL			INTRALATA			INTERLATA			INTERSTATE					
Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue	Calls	Minutes	Revenue
\$0.00	2	6	\$3.00	6	73	\$36.50	0	0	\$0.00	10	53	\$11.13	254	2948	\$761.76
\$0.00	2	9	\$4.50	0	0	\$0.00	1	3	\$1.50	4	45	\$9.45	168	1698	\$593.22
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	4	47	\$9.87	48	571	\$171.24
\$0.00	2	8	\$4.00	2	3	\$1.50	0	0	\$0.00	20	263	\$55.23	304	3150	\$752.27
\$0.00	2	11	\$5.50	4	80	\$40.00	0	0	\$0.00	9	92	\$19.32	119	1257	\$399.98
\$0.00	12	98	\$49.00	0	0	\$0.00	0	0	\$0.00	32	391	\$82.11	569	6419	\$1,613.05
\$0.00	3	26	\$13.00	4	35	\$17.50	0	0	\$0.00	2	35	\$7.35	146	1461	\$453.26
\$0.00	7	36	\$18.00	5	47	\$23.50	0	0	\$0.00	33	312	\$65.52	341	3443	\$1,134.25
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	220	2110	\$750.50
\$0.00	2	6	\$3.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	244	2513	\$726.09
\$0.00	12	90	\$45.00	6	67	\$33.50	0	0	\$0.00	31	221	\$46.41	200	2069	\$666.78
\$0.00	19	169	\$64.50	13	87	\$43.50	0	0	\$0.00	66	547	\$114.87	422	3979	\$1,423.13
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	25	217	\$102.41
\$1.50	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	3	23	\$4.83	139	1446	\$561.76
\$0.00	9	25	\$12.50	1	14	\$7.00	0	0	\$0.00	1	20	\$4.20	95	754	\$228.52
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	8	48	\$21.10
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	26	191	\$85.06
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	1	15	\$3.15
\$1.50	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	171	1294	\$617.13
\$0.00	11	42	\$21.00	4	11	\$5.50	0	0	\$0.00	3	14	\$2.94	193	1663	\$546.14
\$0.00	17	101	\$50.50	5	26	\$13.00	2	10	\$5.00	30	234	\$49.14	2	5	\$1.05
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	30	324	\$97.04
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	14	121	\$56.15
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	1	6	\$1.26	271	2468	\$749.41
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	2	8	\$1.68	194	1255	\$325.90
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	23	241	\$90.05
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	3	12	\$6.00
\$0.00	1	16	\$8.00	1	8	\$4.00	0	0	\$0.00	12	79	\$16.59	289	3195	\$726.05
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	7	25	\$12.50
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	9	124	\$62.00
\$0.00	1	1	\$0.50	4	24	\$12.00	0	0	\$0.00	2	11	\$2.31	187	1535	\$523.61
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	173	1783	\$577.72
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	105	1020	\$331.36
\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00	5801	56368	\$14,777.46
\$0.00	89	534	\$267.00	105	890	\$445.00	21	51	\$25.50	487	4808	\$1,009.26	5	19	\$5.73
\$0.00	2	6	\$3.00	0	0	\$0.00	0	0	\$0.00	1	5	\$1.05	5	19	\$5.73
\$3.00	193	1184	\$592.00	160	1365	\$682.50	24	64	\$32.00	753	7214	\$1,514.52	10806	105741	\$29,952.83



INVOICE

Bill to:

Global Tel Link Corporation GTL
107 St Francis St., Ste 3200
Mobile, AL 36602

Invoice number FTI0002601
Customer number C0000160
Invoice date 4/8/2021
Page 1 of 1
Customer PO number
Due date 4/8/2021
Terms Due upon receipt

Remit to:

Line	Description	Billing code	Quantity	Unit price	Amount
1	DETENTIONS KCJ INMATE PHONE REVENUE - FEBRUARY 2110.5448510		1.00	13,000.00	13,000.00
2	DETENTIONS KCDC INMATE PHONE REVENUE - FEBRUARY 2120.448510		1.00	13,000.00	13,000.00

Comments

DETENTIONS INMATE PHONE REVENUE

Subtotal	\$26,000.00
Sales tax	\$0.00
Shipping	\$0.00
Total	\$26,000.00



Global Tel*Link
2609 Cameron St.
Mobile, AL 36607

February-2021

SUMMARY COMMISSION REPORT

Kenosha County WI - V0000001905

Call Type	Calls	% of Total Calls	Minutes	% of Total Minutes	Revenue	% of Total Revenue	Commission Rate	Commission
Debit US Territories	179	0.44%	1,736	0.46%	\$362.67	0.34%	0.0% of Revenue	\$0.00
Debit Non-US Carbeans	9	0.02%	14	0.00%	\$6.00	0.01%	0.0% of Revenue	\$0.00
Debit Local	1,995	4.86%	11,033	2.90%	\$5,516.50	5.20%	0.0% of Revenue	\$0.00
Debit Intrastate Intralata	2,044	4.98%	13,022	3.42%	\$6,511.00	6.13%	0.0% of Revenue	\$0.00
Debit Intrastate Interlata	150	0.37%	990	0.26%	\$495.00	0.47%	0.0% of Revenue	\$0.00
Debit Interstate Interlata	8,158	19.89%	70,560	18.53%	\$14,817.60	13.96%	0.0% of Revenue	\$0.00
Collect Local	6	0.01%	12	0.00%	\$6.00	0.01%	0.0% of Revenue	\$0.00
Collect Intrastate Intralata	3	0.01%	4	0.00%	\$2.00	0.00%	0.0% of Revenue	\$0.00
Collect Intrastate Interlata	4	0.01%	17	0.00%	\$8.50	0.01%	0.0% of Revenue	\$0.00
Advance Pay US Territories	931	2.27%	8,849	2.32%	\$1,858.29	1.75%	0.0% of Revenue	\$0.00
Advance Pay Other International	6	0.01%	31	0.01%	\$15.50	0.01%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	179	0.44%	1,952	0.51%	\$976.00	0.92%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrastate Intralata	126	0.31%	1,521	0.40%	\$760.50	0.72%	0.0% of Revenue	\$0.00
Advance Pay One Call Intrastate Interlata	22	0.05%	280	0.07%	\$140.00	0.13%	0.0% of Revenue	\$0.00
Advance Pay One Call Interstate Interlata	295	0.72%	3,444	0.90%	\$723.24	0.68%	0.0% of Revenue	\$0.00
Advance Pay Local	3,001	7.32%	25,894	6.80%	\$12,947.00	12.20%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Intralata	3,398	8.28%	32,584	8.56%	\$16,292.00	15.35%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Interlata	305	0.74%	2,927	0.77%	\$1,463.50	1.38%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interlata	20,214	49.27%	205,874	54.07%	\$43,233.54	40.73%	0.0% of Revenue	\$0.00
Sum:	41,025	100.00%	380,744	100.00%	\$106,134.84	100.00%		\$0.00

Fixed Commission:

\$26,000.00

TOTAL COMMISSION DUE:

\$26,000.00

Run Date: 03/15/2021

SUMMARY COMMISSION REPORT

2609 Cameron St.
Mobile, AL 36607

Facility: Kenosha County WI-Detention Center
Supplier Code: V000001905
Cost Center: x371
Period: February-2021

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Interla	13,391	52.77%	135,057	57.78%	\$28,361.97	44.01%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interla	213	0.84%	2,044	0.87%	\$1,022.00	1.59%	0.0% of Revenue	\$0.00
Advance Pay Interstate Interla	2,137	8.42%	20,362	8.71%	\$10,181.00	15.80%	0.0% of Revenue	\$0.00
Advance Pay Local	1,724	6.79%	14,407	6.16%	\$7,203.50	11.18%	0.0% of Revenue	\$0.00
Advance Pay One Call Intersta	129	0.51%	1,500	0.64%	\$315.00	0.49%	0.0% of Revenue	\$0.00
Advance Pay One Call Intersta	10	0.04%	121	0.05%	\$60.50	0.09%	0.0% of Revenue	\$0.00
Advance Pay One Call Intersta	62	0.24%	687	0.29%	\$343.50	0.53%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	79	0.31%	836	0.36%	\$418.00	0.65%	0.0% of Revenue	\$0.00
Advance Pay One Call Local	6	0.02%	31	0.01%	\$15.50	0.02%	0.0% of Revenue	\$0.00
Advance Pay Other Internation	573	2.26%	5,518	2.36%	\$1,158.78	1.80%	0.0% of Revenue	\$0.00
Collect Intrastate Interlata	2	0.01%	6	0.00%	\$3.00	0.00%	0.0% of Revenue	\$0.00
Collect Intrastate Interlata	1	0.00%	1	0.00%	\$0.50	0.00%	0.0% of Revenue	\$0.00
Debit Intrastate Interlata	4,623	18.22%	38,126	16.31%	\$8,006.46	12.42%	0.0% of Revenue	\$0.00
Debit Intrastate Interlata	87	0.34%	560	0.24%	\$280.00	0.43%	0.0% of Revenue	\$0.00
Debit Intrastate Interlata	1,142	4.50%	7,228	3.09%	\$3,614.00	5.61%	0.0% of Revenue	\$0.00
Debit Local	1,146	4.52%	6,657	2.85%	\$3,328.50	5.17%	0.0% of Revenue	\$0.00
Debit Non-US Caribbeans	2	0.01%	2	0.00%	\$0.60	0.00%	0.0% of Revenue	\$0.00
Debit US Territories	50	0.20%	607	0.26%	\$126.84	0.20%	0.0% of Revenue	\$0.00
Sum:	25,377	100.00%	233,750	100.00%	\$64,439.65	100.00%		\$0.00

Kenosha County WI
Jasleen Kaur, Fiscal Manager
1000 - 55th Street,
Kenosha, WI 53140



SUMMARY COMMISSION REPORT

2609 Cameron St.
Mobile, AL 36607

Facility: Kenosha County WI-Public Safety/PreTrial
Supplier Code: V000001905
Cost Center: x372
Period: February-2021

Call Type	Calls	% Calls	Minutes	% Minutes	Revenue	% Revenue	Commission Rate	Commission
Advance Pay Interstate Intra	6,823	43.60%	70,817	48.18%	\$14,871.57	35.67%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Intra	92	0.59%	883	0.60%	\$441.50	1.06%	0.0% of Revenue	\$0.00
Advance Pay Intrastate Intra	1,261	8.06%	12,222	8.31%	\$6,111.00	14.66%	0.0% of Revenue	\$0.00
Advance Pay Local	1,277	8.16%	11,487	7.81%	\$5,743.50	13.77%	0.0% of Revenue	\$0.00
Advance Pay One Call Intra	166	1.06%	1,944	1.32%	\$408.24	0.98%	0.0% of Revenue	\$0.00
Advance Pay One Call Intra	12	0.08%	159	0.11%	\$79.50	0.19%	0.0% of Revenue	\$0.00
Advance Pay One Call Intra	64	0.41%	834	0.57%	\$417.00	1.00%	0.0% of Revenue	\$0.00
Advance Pay One Call Intra	100	0.64%	1,116	0.76%	\$558.00	1.34%	0.0% of Revenue	\$0.00
Advance Pay US Territories	358	2.29%	3,331	2.27%	\$699.51	1.68%	0.0% of Revenue	\$0.00
Collect Intrastate Intra	2	0.01%	11	0.01%	\$5.50	0.01%	0.0% of Revenue	\$0.00
Collect Intrastate Intra	2	0.01%	3	0.00%	\$1.50	0.00%	0.0% of Revenue	\$0.00
Collect Local	6	0.04%	12	0.01%	\$6.00	0.01%	0.0% of Revenue	\$0.00
Debit Interstate Intra	3,535	22.59%	32,434	22.06%	\$6,811.14	16.34%	0.0% of Revenue	\$0.00
Debit Intrastate Intra	63	0.40%	430	0.29%	\$215.00	0.52%	0.0% of Revenue	\$0.00
Debit Intrastate Intra	902	5.76%	5,794	3.94%	\$2,897.00	6.95%	0.0% of Revenue	\$0.00
Debit Local	849	5.43%	4,376	2.98%	\$2,188.00	5.25%	0.0% of Revenue	\$0.00
Debit Non-US Caribbeans	7	0.04%	12	0.01%	\$5.40	0.01%	0.0% of Revenue	\$0.00
Debit US Territories	129	0.82%	1,129	0.77%	\$235.83	0.57%	0.0% of Revenue	\$0.00
Sum:	15,648	100.00%	146,994	100.00%	\$41,695.19	100.00%		\$0.00

Kenosha County WI
Jasleen Kaur, Fiscal Manager
1000 - 55th Street,
Kenosha, WI 53140