

AMENDMENT NO. 4

TO THE AGREEMENT BETWEEN MILWAUKEE COUNTY, WISCONSIN AND CENTURYLINK
PUBLIC COMMUNICATIONS, INC.
FOR INMATE PHONE SERVICES AT
MILWAUKEE COUNTY SHERIFF'S OFFICE AND MILWAUKEE COUNTY HOUSE OF
CORRECTION

This **Amendment No. 4** to the Agreement for Inmate Phone Services (hereinafter "**Amendment No. 4**"), is made and entered into on 12/12/2019, by and between Milwaukee County, a municipal body corporate existing under the laws of the State of Wisconsin (hereinafter referred to as "**County**"), and CenturyLink Public Communications, Inc. d/b/a CenturyLink, (hereafter referred to as "**CenturyLink**") 600 New Century Parkway, New Century, Kansas 66031.

WITNESSETH:

WHEREAS, County and CenturyLink entered into the Agreement for Inmate Phone Services at the Milwaukee County Jail and the Milwaukee County House of Correction effective February 1, 2016 (hereinafter the "**Agreement**"); and

WHEREAS, the Agreement had an initial term of two (2) years from the Commencement Date of February 1, 2016 through the Termination Date of December 31, 2017, after which the Agreement may be renewed for up to three (3) additional one (1) year terms upon the mutual agreement of the parties as long as this mutual agreement occurs within sixty (60) days of the Termination Date; and

WHEREAS, County and CenturyLink exercised the first and second renewal options in 2018 and 2019, respectively; and

WHEREAS, the current renewal option ends on December 31, 2019, and the County and CenturyLink wish to continue their relationship; and

WHEREAS, the County is in the process of issuing an RFP for Inmate Communications Services to solicit a provider of video visitation, inmate telephone, and other related communications services for both facilities, and plans to award a contract for such services in 2020; and

WHEREAS, the County wishes to continue providing inmate phone services to inmates during the RFP process and transition period;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, County and CenturyLink hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, to amend the Agreement as follows:

AMENDMENT

Article III, TERM, will be amended to add Section 3.3 that shall read as follows:

- 1) 3.3 The parties agree by way of Amendment No. 4 to renew the Agreement on a month-to-month basis, with the new term commencing January 1, 2020 and continuing at the County's option until award of a new contract or until December 31, 2020, whichever comes first. This month-to-month agreement shall represent the final additional term permitted in the contract, modified to permit unilateral cancellation by the County upon award of a new contract under the 2020 RFP.

Except as otherwise indicated in this Amendment No. 4, any defined terms will have the same meaning as in the Agreement.

Other than as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment No. 4 is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment No. 4, then this Amendment No. 4 will control.

The individuals executing this Amendment No. 4 personally warrant they have full Authority to execute Amendment 4 on behalf of the entity for which they are acting.

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WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

DocuSigned by:
BY: Denita R. Ball, Chief Deputy Sheriff 12/10/2019
6BE5BC4D5E0143C...
NAME: DENITA BALL

TITLE: CHIEF DEPUTY

DEPARTMENT: MCSO

DocuSigned by:
Mike Hafemann
163D6E05C8FF4A0...
Mike Hafemann
Superintendent
12/6/2019

REVIEWED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
BY: Chris Luttrell DATE: 12/10/2019
4A5D0B1D46DE464...
Risk Manager
Office of Risk Management

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

DocuSigned by:
BY: [Signature] DATE: 12/6/2019
F2FF9C00D50848B...
Milwaukee County Comptroller
Office of the Comptroller

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

DocuSigned by:
BY: [Signature] DATE: 12/10/2019
831C9742336E428...
County Executive
Office of the County Executive

FOR CenturyLink Public Communications, Inc.

DocuSigned by:
BY: [Signature] DATE: 12/12/2019
E1AA06B918D6462...
NAME: Paul Cooper

TITLE: VP/GM

TAXPAYER ID No.: 593268090

APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:

DocuSigned by:
BY: Lamont Robinson DATE: 12/5/2019
FECB78150D4D42D...
Director
Community Business Development Partners

APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:

DocuSigned by:
BY: David Farwell DATE: 12/6/2019
CC8025EBBC89465...
Corporation Counsel
Office of Corporation Counsel

APPROVED AS COMPLIANT UNDER §59.42(2) (b)5, STATS.:

DocuSigned by:
BY: Scott F. Braun DATE: 12/12/2019
DA196544D3F74FE...
Corporation Counsel
Office of Corporation Counsel

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Erin Schaffer Phone: 414-278-4129 Date: 12/5/2019
 Email Address erin.schaffer@milwaukeecountywi.gov Dept: MCSO Grant \$\$: 400 Org No. 4000

PROJECT INFORMATION

Project Name: Inmate Phone Service Project No.: N/A

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):

~~This contract is an extension of the 2016 revenue contract for CenturyLink to provide telephone services to the MCSO and HOC. This amendment moves the contract to month to month service until such time as the RFP is complete and a new contract awarded.~~

Contracting Opportunities (List NAICS codes): N/A

TYPE OF PROJECT

Contract Value: N/A Contract Type: Revenue

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less ☐ B. Rental or Lease ☐ C. Governmental Agency or Institution ☐
 D. ¹Non-Profit (No subcontract) ☐ E. Purchasing or Renewal of software license ☐
 F. ²Contract Extension/Amendment ☐ G. ³Specialized ☐ H. Only one individual assigned to the contract ☐
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities ☐ J. ⁴Grants ☐
 K. No funding use by Milwaukee County ☒ L. Special License or Certificate required ☐
 M. Other N/A

Department/Division Administrator

Name Denita R. Ball, Chief Deputy Sheriff DocuSigned by: Denita R. Ball, Chief Deputy Sheriff 12/5/2019

CDDP USE ONLY

Concur with Recommendation x, or provide the following goals: x %

This contract is exempt from a participation goal: Yes x No

Approved: Lamont Robinson Date: 12/5/2019
DocuSigned by: Lamont Robinson
FECB78150D4D42D...

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus		CONTRACT TYPE	
		Professional Service - Operating	
		Professional Service - Capital	
		Purchase of Service	
		Preliminary	Final
DEPARTMENT NAME		AGENCY NO.	DEPARTMENT (HIGH) ORG
office of the sheriff		400	4000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.		
21207			X	N/A	400	N/A
NAME OF VENDOR		ADDRESS				
CenturyLink Public Communications, Inc.		500 New Century Parkway				
D/B/A CenturyLink		Room 2D351				
		New Century, KS 66031				
TAX I.D. NO.	EFFECTIVE DATES:		LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT
	begin date	end date	(IN MONTHS)	CHANGE		AMOUNT
59-3268090	01/01/2020	12/31/2020	12	0.00		7,292,500.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2020	1	1	400	4038	N/A	N/A	3566	N/A	N/A	N/A	0.00

PURPOSE OF CONTRACT

This Amendment enters into the final year of the revenue contract with CenturyLink to provide telephone services to the Milwaukee County Sheriff's Office and House of Correction. The contract allows for receipt of commission revenues to provide telephone services to inmates at the CJF and HOC, and the assigning of a full-time Deputy Sheriff to monitor the inmate Pay Telephone System according to the contract requirements. This amendment further modifies the agreement to make the final year a month-to-month agreement, permitting the contract to terminate upon award of the new RFP and negotiation of a new contract.

Was County Board approval received prior to contract execution or contract amendment or extension?

X

If YES, give County Board File No. 16-45

Date Approved

01/28/16

If NO, why is County Board approval not required?

Was Contract **fully** executed prior to work being performed (all signatures received)?

X

YES

NO

Is Vendor a certified professional service DBE?

YES

X NO

DocuSigned by:	12/5/2019
<i>Erin Schaffer</i>	
Prepared By:	Date
889232CAF98846B...	
DocuSigned by:	12/5/2019
<i>Denita R. Ball, Chief Deputy Sheriff</i>	
Signature of County Administrator	Date
6BE5BC4D8ED143C...	

Manager - Contracts, DAS-Procurement

Title

CHIEF DEPUTY

Title

AMENDMENT NO. 3

TO THE AGREEMENT BETWEEN MILWAUKEE COUNTY, WISCONSIN AND CENTURYLINK
PUBLIC COMMUNICATIONS, INC.
FOR INMATE PHONE SERVICES AT
MILWAUKEE COUNTY SHERIFF'S OFFICE AND MILWAUKEE COUNTY HOUSE OF
CORRECTION

This **Amendment No. 3** to the Agreement for Inmate Phone Services (hereinafter "**Amendment No. 3**"), is made and entered into on 11/13/2018, by and between Milwaukee County, a municipal body corporate existing under the laws of the State of Wisconsin (hereinafter referred to as "**County**"), and CenturyLink Public Communications, Inc. d/b/a CenturyLink, (hereafter referred to as "**CenturyLink**") 600 New Century Parkway, New Century, Kansas 66031.

WITNESSETH:

WHEREAS, County and CenturyLink entered into the Agreement for Inmate Phone Services at the Milwaukee County Jail and the Milwaukee County House of Correction effective February 1, 2016 (hereinafter the "**Agreement**"); and

WHEREAS, the Agreement had an initial term of two (2) years from the Commencement Date of February 1, 2016 through the Termination Date of December 31, 2017, after which the Agreement may be renewed for up to three (3) additional one (1) year terms upon the mutual agreement of the parties as long as this mutual agreement occurs within sixty (60) days of the Termination Date; and

WHEREAS, County and CenturyLink exercised the first renewal option extending the Agreement for a one (1) year period ending December 31, 2018; and

WHEREAS, County and CenturyLink wish to exercise the second renewal option extending the Agreement for an additional one (1) year period ending December 31, 2019

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, County and CenturyLink hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, to amend the Agreement as follows:

AMENDMENT

Article III, TERM, will be amended to add Section 3.3 that shall read as follows:

- 1) 3.3 The parties agree by way of Amendment No. 3 to renew the Agreement for one year, with the new term commencing January 1, 2019, and remaining in effect through December 31, 2019. This one-year renewal will be the second renewal term authorized by the Agreement.

Except as otherwise indicated in this Amendment No. 3, any defined terms will have the same meaning as in the Agreement.

Other than as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment No. 3 is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment No-3, then this Amendment No. 3 will control.

The individuals executing this Amendment No. 3 personally warrant they have full Authority to execute Amendment 3 on behalf of the entity for which they are acting.

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

MILWAUKEE COUNTY SHERIFF'S OFFICE

BY: Inspector- Tobie Weberg DATE: 11/11/2018
B8FF6101015744B...

NAME: Tobie Weberg

TITLE: Inspector

MILWAUKEE COUNTY HOUSE OF CORRECTION

BY: Superintendent Mike Hafemann DATE: 11/6/2018
163D6E05C8FF4A0...

NAME: Michael Hafemann

TITLE: Superintendent

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

BY: Paul Schwegel DATE: 11/5/2018
480D50B2E68949A...
Risk Manager
Office of Risk Management

**APPROVED AS TO FUNDS AVAILABLE PER
WISCONSIN STATUTES §59.255(2)(e):**

BY: [Signature] DATE: 10/31/2018
F2FF9C00D50848B...
Milwaukee County Comptroller
Office of the Comptroller

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

BY: [Signature] DATE: 11/6/2018
831C9742336E428...
County Executive
Office of the County Executive

FOR CenturyLink Public Communications, Inc.

BY: Paul N. Cooper DATE: 11/13/2018
E1AA06B918D6462...

NAME: Paul N. Cooper

TITLE: VP/GM

TAXPAYER ID No.: 593268090

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY: Rick Norrie DATE: 10/31/2018
AD4C84D4023E450...


Director
Community Business Development Partners


**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: Paul D. Englitsch DATE: 11/6/2018
57104007A18A423...
Corporation Counsel
Office of Corporation Counsel

**APPROVED AS COMPLIANT UNDER §59.42(2)
(b)5, STATS.:**

BY: Paul D. Englitsch DATE: 11/6/2018
57104007A18A423...
Corporation Counsel
Office of Corporation Counsel

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								CONTRACT TYPE			
								Professional Service - Operating			N/A
								Professional Service - Capital			N/A
								Purchase of Service			N/A
								Preliminary			Final
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Office of the Sheriff								400		4000	
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or		AMEND		CONTRACT NO.	
21207								X		N/A 400 N/A	
NAME OF VENDOR						ADDRESS					
CenturyLink Public Communications, Inc.						500 New Century Parkway					
D/B/A CenturyLink						Room 2D351					
						New Century, KS 66031					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date end date		(IN MONTHS)		CHANGE		AMOUNT			
59-3268090		02/01/16 12/31/20		59		\$0.00		\$7,292,500.00			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
							Revenue				
2018	1	1	400	4038			3566				\$ -
PURPOSE OF CONTRACT											
The Sheriff was authorized to execute a revenue contract for CenturyLink to provide telephone services to the Milwaukee County Sheriff's Office and House of Correction. This contract allows for the receipt of commission revenues to provide telephone services to inmates at the CJF and HOC and the assigning of a full time Deputy Sheriff to monitor the inmate Pay Telephone System according to contract requirements. No expense will be incurred. Amendment No. 2 updates the calling rate table for 2018, per Section 4.3 of the agreement.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input checked="" type="checkbox"/> X If YES, give County Board File No. <u>16-45</u> Date Approved <u>01/28/16</u>											
<input type="checkbox"/> If NO, why is County Board approval not required? _____											
Was Contract fully executed prior to work being performed (all signatures received)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Howard Felix				12/04/17		Public Safety Fiscal Analyst					
Prepared By				Date		Title					
				12/04/17		Public Safety Fiscal Administrator					
Signature of County Administrator				Date		Title					

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								CONTRACT TYPE			
								Professional Service - Operating			N/A
								Professional Service - Capital			N/A
								Purchase of Service			N/A
								Preliminary			Final
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Office of the Sheriff								400		4000	
VENDOR INFORMATION											
VENDOR NO.				ORDER TYPE		NEW or		AMEND		CONTRACT NO.	
21207								X		N/A 400 N/A	
NAME OF VENDOR						ADDRESS					
CenturyLink Public Communications, Inc.						500 New Century Parkway					
D/B/A CenturyLink						Room 2D351					
						New Century, KS 66031					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date end date		(IN MONTHS)		CHANGE		AMOUNT			
59-3268090		02/01/16 12/31/20		59		\$0.00		\$7,292,500.00			
ACCOUNTING INFORMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
							Revenue				
2018	1	1	400	4038			3566				\$ -
PURPOSE OF CONTRACT											
The Sheriff was authorized to execute a revenue contract for CenturyLink to provide telephone services to the Milwaukee County Sheriff's Office and House of Correction. This contract allows for the receipt of commission revenues to provide telephone services to inmates at the CJF and HOC and the assigning of a full time Deputy Sheriff to monitor the inmate Pay Telephone System according to contract requirements. No expense will be incurred. Amendment No. 2 updates the calling rate table for 2018, per Section 4.3 of the agreement.											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input checked="" type="checkbox"/> X If YES, give County Board File No. <u>16-45</u> Date Approved <u>01/28/16</u>											
<input type="checkbox"/> If NO, why is County Board approval not required? _____											
Was Contract fully executed prior to work being performed (all signatures received)? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO											
Is Vendor a certified professional service DBE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO											
Howard Felix				12/04/17		Public Safety Fiscal Analyst					
Prepared By				Date		Title					
				12/04/17		Public Safety Fiscal Administrator					
Signature of County Administrator				Date		Title					

AMENDMENT NO. 14
TO THE AGREEMENT BETWEEN MILWAUKEE COUNTY, WISCONSIN
AND CENTURYLINK PUBLIC COMMUNICATIONS, INC.
FOR INMATE PHONE SERVICES AT
MILWAUKEE COUNTY SHERIFF'S OFFICE AND MILWAUKEE COUNTY HOUSE OF CORRECTION

This Amendment No. 14 to the Agreement for Inmate Phone Services (hereinafter "Amendment No. 14"), is made and entered into ~~this 4th day~~ this -day 1st day of December, 2017, by and between Milwaukee County, a municipal body corporate existing under the laws of the State of Wisconsin, hereinafter referred to as "County", and CenturyLink Public Communications, Inc. d/b/a CenturyLink, (hereafter referred to as "CenturyLink") 600 New Century Parkway, New Century, Kansas 66031.

WITNESSETH:

WHEREAS, County and CenturyLink entered into the Agreement for Inmate Phone Services at the Milwaukee County Jail and the Milwaukee County House of Correction effective February 1, 2016 (hereinafter the "Agreement"); and

WHEREAS, the Agreement had an initial term of two (2) years from the Commencement Date of February 1, 2016 through the Termination Date of December 31, 2017, after which the Agreement may be renewed for up to three (3) additional one (1) year terms upon the mutual agreement of the parties as long as this mutual agreement occurs within sixty (60) days of the Termination Date; and

WHEREAS, County and CenturyLink wish to renew the Agreement for a one (1) year period; and

WHEREAS, County and CenturyLink wish to change some of the rates being charged for the Inmate Phone Services at the Milwaukee County Jail and the Milwaukee County House of Correction (hereinafter the "Correctional Facilities"), per Section 4.3 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, County and CenturyLink hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, to amend the Agreement as follows:

AMENDMENT

1. Article III, TERM, will be amended to add a new Section 3.2 that shall read as follows:

3.2 The parties agree by way of Amendment No. 24 to renew the Agreement for one year, with the new term commencing January 1, 2018, and remaining in effect through December 31, 2018. This one-year renewal will be the first renewal term authorized by the Agreement.

2. As allowed in Section 4.3 of the Agreement, the parties agree to delete the Calling Rates table contained in Addendum No. 1 to the Agreement between Milwaukee County Wisconsin And CenturyLink Public Communications, Inc. For Inmate Phone Services ~~a~~At Milwaukee County Sheriff's Office ~~a~~And Milwaukee County House Of Correction, and replace it with the following Calling Rates Table:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Addendum No. 2

Calling Rates Effective 12/1/2017			
Payment Type	Call Jurisdiction	No Surcharge or Call Setup Fee	Per Minute Rate
Collect	Local	\$0.00	\$0.35
Collect	IntraLATA	\$0.00	\$0.35
Collect	InterLATA	\$0.00	\$0.35
Collect	Interstate	\$0.00	\$0.25
Collect	International	NA	NA
Debit	Local	\$0.00	\$0.25
Debit	IntraLATA	\$0.00	\$0.25
Debit	Interstate	\$0.00	\$0.21
Debit	International	\$0.00	\$0.60
Prepaid	Local	\$0.00	\$0.25
Prepaid	IntraLATA	\$0.00	\$0.25
Prepaid	InterLATA	\$0.00	\$0.25
Prepaid	Interstate	\$0.00	\$0.21
Prepaid	International	NA	NA

3. The parties agree that as of the effective date of this Amendment No. 1, traditional Collect calling (in which the called party accepts the collect call and is billed for it later) will be phased out and no longer offered to called parties who have not previously received traditional Collect calls. Traditional collect calling will continue to be available for existing called parties who have already made at least one traditional Collect call from the Correctional Facilities before the phase-out date. As part of this change any reference in the Agreement to traditional Collect calling will be deleted from the Agreement, and traditional Collect calling will be replaced with Prepaid and Debit calling.

4. Except as otherwise indicated in this Amendment No. 1, any defined terms will have the same meaning as in the Agreement.

5. Other than as set forth above, the Agreement remains unchanged and in full force and effect. This Amendment No. 1 is made a part of and incorporates the terms and conditions of the Agreement. If there is a conflict between the terms of the Agreement and this Amendment No. 1, then this Amendment No. 1 will control.

6. The individuals executing this Amendment No. 1 personally warrant that they have full Authority to execute this Amendment No. 1 on behalf of the entity for which they are acting.

Milwaukee County Sheriff's Office

DocuSigned by:
By: Inspector- Tobie Weberg
B8FF6101015744B...
Name: Inspector- Tobie Weberg
Title: Inspector
Date: 1/5/2018

Milwaukee County House of Correction

DocuSigned by:
By: Superintendent - Michael Hafemann
163D6E05C8FF4A0...
Name: Superintendent - Michael Hafemann
Title: Superintendent
Date: 1/3/2018

CenturyLink Public Communications, Inc.

DocuSigned by:
By: VP, National Public Access - Paul N. Cooper
E1AA06B918D6462...
Name: VP, National Public Access - Paul N. Cooper
Title: VP/GM
Date: 12/18/2017

County Executive

DocuSigned by:
By: Chris Abele
2E580B33A2CC443...
Name: County Executive - Chris Abele
Title: County Executive
Date: 1/4/2018

Milwaukee County Corporation Counsel

DocuSigned by:
By: Paul D. Kuglitsch
2BE87A71B2AE4E5...
Name: Paul D. Kuglitsch
Title: Deputy Corporation Counsel
Date: 1/8/2018

Milwaukee County Comptroller

DocuSigned by:
By: Scott B. Manske
F7354A95DB0643E...
Name: Scott B. Manske
Title: Comptroller
Date: 1/3/2018

Approved per Milwaukee County CBDP
Ordinance Chapter 42

DocuSigned by:
By: Rick Norris
AD4C84D4023E66...
Name: Rick Norris
Title: CBDP Director
Date: 12/7/2017

Approved for Execution

DocuSigned by:
By: Paul D. Kuglitsch
2BE87A71B2AE4E5...
Name: Paul D. Kuglitsch
Title: Deputy Corporation Counsel
Date: 12/18/2017

Milwaukee County Risk Management

DocuSigned by:
By: Paul Schweigel
480D50B2E68949A...

Name: Paul Schweigel

Title: Safety Manager

Date: 12/10/2017



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/23/2017

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

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

PRODUCER Marsh USA Inc. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.centrerequest@marsh.com / Fax: 212-948-4326 J13913-STND-GAWW-17-18 1021	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Greenwich Insurance Company	22322	INSURER B : XL Specialty Insurance Co.	37885	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Greenwich Insurance Company	22322														
INSURER B : XL Specialty Insurance Co.	37885														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc., and Embarr Corporation 100 CenturyLink Drive; Mailstop 5TS154 Monroe, LA 71203															

COVERAGES **CERTIFICATE NUMBER:** SEA-003479721-27 **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	RGD500033305	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	RAD500033405 Auto Physical Damage - Self Insured	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	RWD500032905 AOS RWR500033005 WI	09/01/2017 09/01/2017	09/01/2018 09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	XS Workers' Compensation/EL		RWE500033105 - WA	09/01/2017	09/01/2018	Excess of 1,000,000 SIR 1,000,000
B	XS Workers' Compensation/EL		RWE500033205 - OH	09/01/2017	09/01/2018	Excess of 1,000,000 SIR 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Milwaukee County is an Additional Insured as respects their interest in the operations of the Named Insured as required by written contract regarding General Liability and Auto Liability. Milwaukee County is provided a waiver of subrogation under Workers' Compensation as required by written contract.

CERTIFICATE HOLDER

MILWAUKEE COUNTY
 ATTN: MCSO FISCAL
 821 W. STATE STREET, ROOM 224
 SAFETY BUILDING
 MILWAUKEE, WI 53233

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Cheri Garrison

Cheri A. Garrison

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CONTRACT FORM (Refer to ADMINISTRATIVE MANUAL Section 1.13 for procedures)

AGENCY NO.		CONTRACT TYPE	
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse		Professional Service - Operating <input checked="" type="checkbox"/>	
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse		Professional Service - Capital <input type="checkbox"/>	
Community Business Development Partners, 2nd Floor City Campus		Purchase of Service <input type="checkbox"/>	
		Preliminary <input type="checkbox"/>	Final <input checked="" type="checkbox"/>
DEPARTMENT NAME		AGENCY NO.	DEPARTMENT (HIGH) ORG
Office of the Sheriff		400	4000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.	
21207		<input checked="" type="checkbox"/>		PV	400 TBD
NAME OF VENDOR		ADDRESS			
CenturyLink Public Communications, Inc.		600 New Century Parkway			
d/b/a CenturyLink		Room 2D351			
		New Century, KS 66031			
TAX ID NO.	ESTIMATED DATES:	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT	
59-3268090	begin date: 02/01/16 end date: 12/31/20	59		\$ 7,292,500.00	

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Report Job Number	Report Cat	Units	Amount to be Expended/Amendment
1		0001	400	4038			3566	\$1,608,833			
2		0001	400	4038			3566	\$1,419,833			
3		0001	400	4038			3566	\$1,421,833			
4		0001	400	4038			3566	\$1,423,833			
5		0001	400	4038			3566	\$1,417,168			

PURPOSE OF CONTRACT

The Sheriff is requesting authorization to execute a professional services contract to provide inmate telephone services for the Milwaukee County Sheriff's Office and the House of Correction. This is a true revenue contract for the purpose of receiving commission revenues for providing telephone services to inmates at the CJF and HOC and assigning a fulltime Deputy Sheriff to monitor the Inmate Pay Telephone System according to the requirements of the contract. No expense will be incurred.

PLEASE NOTE: Amounts indicated above in "Job Number" are Projected Revenues for years 1 through 5 of the contract.

Was County Board approval received prior to contract execution or contract amendment or extension?

☒ YES, give County Board File No. 16-45 Date Approved 01/28/16

☐ NO, why is County Board approval not required? Will be presented in January legislative cycle.

Was Contract fully executed prior to work being performed (all signatures received)?

☐ YES ☒ NO

Is Vendor a certified professional service DBE?

Prepared by: William R. Gethler Date: 01/20/16

Signature of County Administrator: Howard Felix Date: 01/20/16

Public Safety Fiscal Administrator
Title

Public Safety Fiscal Analyst
Title

Projected Revenue CenturyLink Inmate Telephone System Feb 1 2016 thru Dec 31 2020

Administrative Payment

Year	Amount	Monthly
1	\$ 98,000	\$ 8,166.67
2	\$ 100,000	\$ 8,333.33
3	\$ 102,000	\$ 8,500.00
4	\$ 104,000	\$ 8,666.67
5	\$ 106,000	\$ 8,833.33

Beginning	Ending	11 Payments @	1 Payment @	Total Administration	Signing Payment	Commissions	Anticipated Revenue
2/1/2016	1/31/2017	\$ 8,166.67		\$ 89,833.33	\$ 200,000.00	\$ 1,320,000.00	\$ 1,609,833.33
2/1/2017	1/31/2018	\$ 8,333.33	\$ 8,166.67	\$ 99,833.33		\$ 1,320,000.00	\$ 1,419,833.33
2/1/2018	1/31/2019	\$ 8,500.00	\$ 8,333.33	\$ 101,833.33		\$ 1,320,000.00	\$ 1,421,833.33
2/1/2019	1/31/2020	\$ 8,666.67	\$ 8,500.00	\$ 103,833.33		\$ 1,320,000.00	\$ 1,423,833.33
2/1/2020	12/31/2020	\$ 8,833.33	\$ 8,666.67	\$ 97,166.67		\$ 1,320,000.00	\$ 1,417,166.67
Totals				\$ 492,500.00	\$ 200,000.00	\$ 6,600,000.00	\$ 7,292,500.00

Allocation Between CJF and HOC

Beginning	Ending	Total Signing Payment And Commissions	Allocation To		Total Administration to CJF	Revenue To	
			CJF	HOC		CJF	HOC
			46%	54%			
2/1/2016	1/31/2017	\$ 1,520,000.00	\$ 699,200.00	\$ 820,800.00	\$ 89,833.33	\$ 789,033.33	\$ 820,800.00
2/1/2017	1/31/2018	\$ 1,320,000.00	\$ 607,200.00	\$ 712,800.00	\$ 99,833.33	\$ 707,033.33	\$ 712,800.00
2/1/2018	1/31/2019	\$ 1,320,000.00	\$ 607,200.00	\$ 712,800.00	\$ 101,833.33	\$ 709,033.33	\$ 712,300.00
2/1/2019	1/31/2020	\$ 1,320,000.00	\$ 607,200.00	\$ 712,800.00	\$ 103,833.33	\$ 711,033.33	\$ 712,800.00
2/1/2020	12/31/2020	\$ 1,320,000.00	\$ 607,200.00	\$ 712,800.00	\$ 97,166.67	\$ 704,366.67	\$ 712,800.00
Totals						\$ 3,520,500.00	\$ 3,572,000.00

AGREEMENT

BETWEEN

MILWAUKEE COUNTY, WISCONSIN

AND

CENTURYLINK PUBLIC COMMUNICATIONS, INC.

FOR

INMATE PHONE SERVICES

MILWAUKEE COUNTY SHERIFF'S OFFICE AND MILWAUKEE COUNTY HOUSE OF CORRECTION

MILWAUKEE, WISCONSIN

February 1, 2016

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AGREEMENT BETWEEN
MILWAUKEE COUNTY, WISCONSIN AND
CENTURYLINK PUBLIC COMMUNICATIONS, INC.
FOR INMATE PHONE SERVICES AT
MILWAUKEE COUNTY SHERIFF'S OFFICE AND MILWAUKEE COUNTY HOUSE OF CORRECTION

This Agreement for Inmate Phone Services, made and entered into this first day of February 2016, by and between Milwaukee County, a municipal body corporate existing under the laws of the State of Wisconsin, hereinafter referred to as "County", and CenturyLink Public Communications, Inc. d/b/a CenturyLink, (hereafter referred to as "CenturyLink") 600 New Century Parkway, New Century, Kansas 66031.

WITNESSETH:

WHEREAS, County is the owner and operator of the Milwaukee County Jail, 949 N. 9th St., Milwaukee, WI, and the Milwaukee County House of Correction, 8885 S. 68th St., Franklin, WI, hereinafter referred to individually the "MCSO" and the "HOC" respectively, and collectively as "the Correctional Facilities"; and

WHEREAS, CenturyLink is engaged in the business of providing Inmate Phone Services; and

WHEREAS, County wishes to grant to CenturyLink the right to provide and operate Inmate Phone Services at the Correctional Facilities under an agreement containing mutually satisfactory terms and covenants.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, County and CenturyLink hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows:

Article I

DEFINITIONS

1.1 "Agreement", as used herein, contemplates and includes the lease of County-owned property (referred to henceforth as "Assigned Area") and obligation of CenturyLink to use such County-owned property for the conduct of an Inmate Pay Telephone Concession within said Assigned Area under the terms and conditions expressly set forth herein.

1.2 "Assigned Area" is the public area or areas of the MCSO and the HOC designated by this Agreement, and the Exhibits hereto, as the place or places where the business of CenturyLink may be conducted.

1.3 "County" shall include Milwaukee County and such public officials and public bodies as may, by operation of law, succeed to any or all of the rights, powers or duties which lawfully reside in Milwaukee County.

1.4 "Inmate Pay Telephone Equipment" includes the inmate pay telephones and enclosures to be installed, owned, operated and maintained by CenturyLink in Assigned Area pursuant to this Agreement and all related computer hardware, software or other related physical operating systems and equipment.

1.5 "Days" means calendar days unless otherwise identified.

1.6 "Gross Revenue" means any and all local, intraLATA and interLATA fees or charges for completed or accepted calls that are imposed upon users of the CenturyLink Inmate Pay Telephone Equipment at the Correctional Facilities granted by this Agreement, whether or not said income is collected or uncollected.

1.7 "Inmate Pay Telephone Concession" means the exclusive right, privileges and obligations granted by the County to operate the Inmate Pay Telephone Equipment within the Assigned Area of the MCSO and HOC, and to provide local, IntraLATA toll, InterLATA and Interstate telephone service to such Inmate Pay Telephone Equipment, according to the terms and conditions of this Agreement.

Article II:
AGREEMENT

2.1 This Agreement between the parties shall consist of this instrument, including Addendum No. 1 to the Agreement, as well as the following documents, which are attached hereto and incorporated herein by reference, as if copied verbatim:

- a) CenturyLink's Proposal in its entirety, which was submitted by CenturyLink on December 23, 2015, including all exhibits, schedules, addenda and attachments, or other documents thereto.
- b) All certifications of self-insurance policies, performance and payment bonds, or other forms of surety.

Article III.
TERM

3.1 This Agreement shall begin on February 1, 2016, ("Commencement Date") unless the parties mutually agree to a different date, and shall continue in effect for the initial term of two (2) years from that date, through December 31, 2017 (said end date being the "Termination Date"). After the initial term, this Agreement may be renewed for up to three (3) additional one (1) year terms upon the mutual agreement of the parties, said mutual agreement to occur within sixty (60) days of the Termination Date.

Article IV.
PRIVILEGES AND OBLIGATIONS OF CENTURYLINK

4.1 CenturyLink shall have the right, privilege and obligation to operate the Inmate Pay Telephone Concession within the Assigned Area at the Correctional Facilities, and to provide the local, IntraLATA toll, InterLATA and Interstate debit calling services as specified in its RFP response.

4.2 Notice of any actual degradation in CenturyLink's level of service shall be conveyed to CenturyLink in writing by County.

4.3 CenturyLink's charges for Inmate Pay Telephone Concession calls will equal and/or not exceed the Local Exchange Carrier ("LEC") rates for payphone-originated local and/or intraLATA collect calls, and in all other respects shall conform to all applicable Federal Communications Commission ("FCC") and applicable state regulatory commission rulings and tariffs, including the provisions contained in the FCC's Second Report and Order and Third Further Notice of Proposed Rulemaking, WC Docket No. 12-375, released November 5, 2015. County may revoke this Agreement without penalty or liability to CenturyLink if CenturyLink fails to comply with these applicable rulings and tariffs. Further and to the extent that CenturyLink violates applicable rulings and tariffs with respect to rate restrictions, CenturyLink shall refund the amount of any overcharges in a mutually agreed manner subject to approval by the applicable regulatory agency, if required. On the annual anniversary date of this contract, subject to tariff and other PSC and FCC regulations, either party may request a change in the rates. Such change request must be substantiated by a demonstrated business need and reflect prevailing local market rates. Permission to change the rate by the other party shall not be unreasonably withheld but will require the approval by both the Sheriff and Superintendent or their designee(s). If legislation, a regulatory ruling or court order requires CenturyLink to reduce the rates it charges for Inmate Pay Telephone Concession calls, County agrees it will renegotiate or reduce the commission percentage it receives from CenturyLink in proportion to such rate decrease. Questions or complaints regarding the quality of services and/or prices, whether raised by patrons or County's own initiative or otherwise, may be submitted to CenturyLink for response. At County's request, CenturyLink shall meet with the County to review any complaints or concerns and to correct any deficiencies promptly. Curative measures shall be implemented by CenturyLink as expeditiously as possible.

4.4 CenturyLink shall provide high quality service for County and the users via the installed Inmate Pay Telephone Equipment. All items purchased for CenturyLink's operation must come from reliable sources. Unless mutually agreed to otherwise, all items used in CenturyLink's operation shall be new, of first quality, and shall conform in all respects to federal, state and local laws, orders and regulations which shall be in effect from time to time.

4.5 Failure on the part of CenturyLink to correct, modify, or rectify any deficiencies upon written notice from County, and if not cured within fifteen (15) days, or if incapable of cure within fifteen (15) days has not commenced diligent efforts to cure within fifteen (15) days, or ceases to diligently pursue a cure thereafter, shall be cause for termination of this Agreement by County pursuant to Section 15.1 of this Agreement.

4.6 The Inmate Pay Telephone Concession shall be operated twenty-four (24) hours per day, seven days per week.

4.7 CenturyLink is hereby granted the rights of ingress and egress from its Assigned Area at the Correctional Facilities, including common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by County, or the State of Wisconsin. Such rights of ingress and egress shall apply to CenturyLink's employees, guests, patrons, invitees, suppliers, and other authorized individuals.

4.8 CenturyLink is hereby granted the right to install and maintain appropriate signs in Assigned Area provided that the design, installation, and maintenance of such signs shall have received the advance written approval of the County prior to installation or modification.

4.9 CenturyLink shall, at its own expense, identify, provide, and maintain in force any and all licenses and permits for the legal operation of all aspects of the Agreement.

4.10 CenturyLink shall not dispense brochures, pamphlets, or leaflets or like items whether for profit or on a promotional basis, without the prior written approval of County, which approval shall not be unreasonably withheld.

4.11 CenturyLink hereby affirms that failure to abide by the provisions of this Agreement will damage the County; however, the degree of such damage cannot be presently calculated with certainty. County may therefore, in addition to any other remedies provided for herein, impose the following liquidated damages on CenturyLink if, during inspections by County, the following requirements are not being met:

REQUIREMENT	LIQUIDATED DAMAGES
Phones/Services including hardware and wiring are to be repaired within 48 hours of notification of problem to the HELP DESK by County.	\$50.00 per telephone per day, or portion thereof, during which equipment or service non-operational after the cure period.
Network/connectivity intermittent or complete failures not resolved within 24 hours notification to the HELP desk by County, absent events outside of CenturyLink's reasonable control.	\$500.00 per day after the 24 hour cure period.
Failure to provide tested, proven and beneficial software upgrades.	\$1,000.00 per day.
Software not performing as indicated in the RFP or not resolving software "bugs" within 48 hours of notification of same.	\$500.00 per day.

4.12 In addition, the County will provide specific written information and notice to CenturyLink regarding all other conditions of contract non-compliance including the specific contractual provision(s) and articulation of the non-compliant condition(s) or event(s). CenturyLink will have fifteen (15) business days to remedy these non-compliant issues or if not capable of remedy within 15 business days, must be engaged in diligent efforts to remedy the non-compliant issues. Failure to remedy non-compliant issues per this provision shall entitle the County to liquidated damages of \$500 per day, per event commencing on the sixteenth day, or the stoppage of diligent efforts to remedy, as applicable, and every day thereafter until remedied, subject to CenturyLink's right to a determination by an impartial third party of whether it is compliant as described in section 4.13.

4.13 In the event CenturyLink disputes the County's determination of non-compliance by CenturyLink of the requirements listed above, CenturyLink may contest said determination by filing a claim with the American Arbitration Association ("AAA"). The filing of such a claim shall toll the imposition of liquidated damages under section 4.12 pending a final determination or settlement of the matter. The parties will be given a period of 10 business days after the filing of this claim by CenturyLink to attempt to resolve the dispute, and if not resolved in that time the matter shall be determined through an arbitration before the AAA. The matter will be tried and determined within 120 days under the rules of the AAA, or other rules mutually agreed upon by the parties. Century's failure to impose liquidated damages for any violation of the requirements set forth above shall not constitute a waiver of subsequent violations.

Article V.

ACCEPTANCE OF IMPROVEMENTS

5.1 CenturyLink represents that it has inspected and examined Assigned Area and accepts it in its present condition and agrees that County shall not be required to make any improvements, repairs or modifications whatsoever in or upon Assigned Area hereby leased or any part thereof.

5.2 In the event any condition or situation occurs whereby CenturyLink requests permission to make an improvement or change to the Assigned Area, the County will not withhold approval of any reasonable request. Notwithstanding the above, no improvement or change shall be made in or upon the Assigned Area that directly or indirectly impacts the safety or security in the Assigned Area.

ARTICLE VI

IMPROVEMENTS BY CENTURYLINK

6.1 All structural improvements, equipment and interior design and decor constructed or installed by CenturyLink, or its agents, including the plans and specifications, shall conform to all applicable statutes, ordinances, building codes, rules, and regulations.

6.2 No structural alterations or improvements shall be made to or upon Assigned Area without the prior written approval of the County, which approval shall not be unreasonably withheld. If CenturyLink makes any improvements to the Assigned Area, a copy of the plans as-built for all improvements or subsequent changes therein or alterations thereof to Assigned Area shall be signed by CenturyLink and submitted to the County within thirty (30) days following completion of any project. These plans, and any subsequent modifications or alterations, shall also be furnished to County on computer discs as electronic files preferably in a format compatible with the CADD system used by County to enable County to upgrade its existing files to reflect the as-constructed changes made by CenturyLink.

6.3 All improvements made by CenturyLink to Assigned Area shall be of high quality. Furthermore, they shall be safe, fire resistant, attractive in appearance, and shall require written approval of the County prior to installation.

6.4 If any improvements are made in the future to the Assigned Area, CenturyLink shall submit to the County, after submittal of plans and/or specifications, a schedule depicting the estimated time required to complete the construction or installation of approved improvements and equipment for the Inmate Pay Telephone Concession herein granted, or any modifications thereto.

6.5 Upon written "Notice to Proceed" from the County for any improvements to be made in the future, CenturyLink shall within a reasonable time begin construction and installation of the approved improvements and equipment in Assigned Area and pursue the same to completion in keeping with the schedules for completion as required in 6.4 above.

6.6 All permanent improvements made to Assigned Area and additions and alterations thereto made to Assigned Area by CenturyLink shall be and remain the property of CenturyLink until the expiration of the term of this Agreement, as set forth in Article III, or upon termination of this Agreement (whether by expiration of the term, termination for cause, forfeiture, or otherwise, whichever first occurs), at which time the said improvements shall become the property of County free and unencumbered; provided however, that any trade fixtures,

telephones, enclosures, signs and other personal property of CenturyLink not permanently affixed to Assigned Area shall remain the property of CenturyLink. Should CenturyLink fail within fifteen (15) days following the termination of this Agreement or at the expiration of any extension period of this Agreement as the case may be, to remove its trade fixtures, telephones, enclosures, signs and other personal property of CenturyLink not permanently affixed to Assigned Area, then County shall have the option of removing and storing such property, and shall bill CenturyLink for all reasonable removal and storage costs. Notwithstanding the above, the County may not remove or have removed CenturyLink's property during any arbitration, mediation or other dispute resolution procedure between the parties until there is a final determination of the termination of the Agreement, including exhaustion of all appeal rights. For purposes of this Agreement, all telephones and related equipment (but not the wiring and blocks for said telephones) shall be deemed personal property of CenturyLink and not permanently affixed to the County's premises.

6.7 The ultimate control over the quality and acceptability of the finishes in Assigned Area shall be retained by County, and all improvements and finishes shall require the written approval of the County prior to installation. County reserves the right to approve the architectural/engineering firm utilized by CenturyLink.

6.8 Upon completion of any construction during the Term of this Agreement, CenturyLink shall provide to County: (1) a certified statement from the construction contractor(s), architect(s) and engineer(s) specifying the total construction cost, (2) a certification that the improvements have been constructed in accordance with the approved plans and specifications, and in strict compliance with all applicable building codes, laws, rules, ordinances and regulations, and (3) certified proof in writing demonstrating that no liens exist on any or all of the construction.

Article VII PERSONNEL

7.1 CenturyLink shall furnish well-trained, qualified, and competent personnel necessary to operate the Inmate Pay Telephone Concession.

7.2 CenturyLink shall immediately, after receipt of written notice from County, remove any employee or other representative of CenturyLink from the Assigned Area who participates in improper or illegal acts at the Assigned Area, who violates County Rules and Regulations or any provision of this Agreement, or whose continued presence at the Assigned Area is, in the reasonable opinion of CenturyLink or County, deemed not to be in the best interests of County. Upon request, the County shall furnish a detailed written report of the incident leading up to the removal of said employee or representative.

7.3 CenturyLink shall not allow its agents, servants, suppliers or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner, and shall confine its business at the Assigned Area to that of operating the Inmate Pay Telephone Concession unless otherwise approved in writing by County.

7.4 CenturyLink's employees or subcontractors will all carry identification with them at all times while at the Correctional Facilities. Smocks will not be permitted. County will provide CenturyLink's employees and subcontractors with Visitor badges, which they shall wear at all times while in the Assigned Area. Employees or subcontractors not carrying or wearing the prescribed identification badges and/or Visitor badges while in the Assigned Area will be considered in non-compliance. CenturyLink shall ensure that its employees present a neat, clean, and orderly appearance at all times.

7.5 Employees of CenturyLink or subcontractor providing services in the Assigned Area shall consent to a standard security investigation and qualify for a security clearance to be conducted by the County. All such personnel shall be required by CenturyLink to consent to a standard security investigation prior to employment. County shall notify CenturyLink in writing of personnel who are refused security clearance, along with the reasons for such refusal. Personnel who are refused security clearance shall not be permitted by CenturyLink to perform work in the Assigned Area under this Agreement. CenturyLink shall conduct its standard human resources review on all its employees, and it shall require its subcontractors and agents to perform their standard human resources review of their employees. County maintains the right to refuse access for any reason; however, CenturyLink shall

not be held liable for any delay in the provision of Services solely and directly caused by County's refusal. Employees of CenturyLink may be subject at any time to security check to be conducted by the County. 7.6

CenturyLink shall reimburse the County at the time the contract begins for one fulltime equivalent position of deputy sheriff to fulfill the requirements of the operation of the Inmate Pay Telephone Concession, and whose responsibility shall be to monitor the Inmate Pay Telephone Concession at the Correctional Facilities and determine system functionality. The salary plus benefits for this position is \$98,000 for Year 1 of the Agreement, increasing by \$2,000 per year for each of the remaining years of the Agreement Term. The County and CenturyLink shall mutually agree on the person chosen for this Milwaukee County Sheriff's Office position. The person(s) assigned to this position shall owe the following subcontractor responsibilities to CenturyLink:

- a) Check operation of inmate telephone systems on a daily basis and immediately notify CenturyLink of any service issues. Initiate and monitor the service calls and provide and coordinate escorts as needed. Verify and be accountable for the completion of service issues.
- b) Run all on-site reports as requested by CenturyLink and County and provide a copy of all reports to CenturyLink. Run maintenance reports and communicate findings to CenturyLink as requested.
- c) Inform CenturyLink when inventory is needed.
- d) Extract recordings and provide CDs for County use. Clearly mark and record all information on media.
- e) Inform CenturyLink of all equipment, and service issues that affect or may affect CenturyLink's ability to comply with the terms and conditions of this Agreement.
- f) Provide training to additional County employees (after CenturyLink has completed the initial training to County employees) as needed through the Term of the contract.
- g) Educate inmates on telephone usage.
- h) Act as CenturyLink's designated law enforcement liaison, which includes accepting and responding to confidential and privileged ongoing investigations that cannot be handled by civilian staff, including but not limited to Grand Jury Subpoenas or investigations, John Doe subpoenas, and other investigative matters.

7.7 The parties agree that this position shall have dotted line responsibilities to the CenturyLink Project Manager, and will take direction from the CenturyLink Project Manager in fulfilling his or her subcontractor responsibilities and duties, as spelled out above. In the event CenturyLink believes this person is not performing these subcontractor responsibilities and duties in an adequate fashion, or that his/her work performance is less than acceptable, CenturyLink will bring this to the County's attention and the County will work with CenturyLink in attempting to improve person's job performance, and, if necessary, in replacing this person with another qualified person. This person will also sign a Non-Disclosure Agreement, the terms of which will bind this person not to disclose any CenturyLink proprietary or confidential information to entities that are not parties to this Agreement.

Article VIII

PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY

8.1 In consideration of being granted the right and obligation to operate the Inmate Pay Telephone Concession at the Correctional Facilities, CenturyLink shall pay to County a commission rate equal to 70.1% of the Gross Revenue generated from completed or accepted calls made at the CenturyLink pay phones covered by this Agreement.

8.2 Fees and charges paid to County shall not include any taxes, fees or license charges that may be levied, assessed or charged by any governmental entity on CenturyLink or County. CenturyLink agrees to pay, or in good faith contest, such taxes, fees or license charges directly to the appropriate taxing County, without involving County.

8.3 In addition to the fees required in Article VIII of this Agreement, CenturyLink shall pay as the same respectively become due, or in good faith contest, all taxes and governmental charges to the extent they are related

to the inmate Telephone Equipment provided hereunder that may at any time be lawfully assessed or levied against or with respect to the Assigned Area (including without limitation leasehold or possessory interest taxes, tax equivalent or in lieu of payments, taxes levied upon or with respect to the rentals of County derived hereunder, or any transaction privilege taxes or rental taxes payable as a result of any rental payments hereunder and similar charges) and shall deliver to County promptly, proper and sufficient receipt and other evidence of the payment and discharge of the same, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, CenturyLink shall be obligated to pay only such installments as are required to be paid during the term or extensions thereof. Should County at any time be required to pay taxes or tax equivalents to any other governmental County, then CenturyLink agrees to reimburse County for the amount of such taxes which relates only to the pay telephones provided hereunder. In the event County shall convey its interest in the Assigned Area to a grantee who is not entitled to tax-exempt status with relation to said property, or should County be taxed directly on said property, then CenturyLink shall be obligated to bear and remit any portion of such real estate taxes levied on the Assigned Area which relates to the pay phones provided hereunder, in lieu of any tax equivalent that may otherwise be due.

8.4 Independent Audit No more than one time per calendar year the County may, at its option and at its expense, conduct or retain a qualified audit firm to conduct an audit of the revenues and commissions generated by the pay phones located at the Correctional Facilities. The firm or person retained by the County to conduct the audit shall forward the audit report to County within ten (10) days of the audit report date. If the County exercises its option to conduct such an audit, CenturyLink shall make available all records of pay phone activities including Local Exchange Carrier and subcontractor records to County personnel or their representatives upon written notification by County of its intent to audit within five (5) calendar days. In the event the audit shows that CenturyLink has underpaid the County by more than ten percent (10%) of what it should have been paid in commission payments as described in Section 8.1, then CenturyLink shall reimburse the County for its out-of-pocket costs associated with conducting this audit.

8.5 Audit and Inspection of Records. CenturyLink shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of CenturyLink related to carrying out this Agreement for a period of up to three years after completion of the Contract. CenturyLink must obtain prior written approval from the County for all subcontractors and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between CenturyLink and any of its County-approved subcontractors and/or associates which binds the subcontractor to the same audit contract terms and conditions as CenturyLink.

Article IX MAINTENANCE

9.1 County shall not be required to make repairs or improvements of any kind within the Assigned Area if said repairs or improvements are the result of any willful or negligent act of CenturyLink, its employees, or those under the control of CenturyLink. Furthermore, County shall not be required to make repairs or improvements of any kind at CenturyLink's Assigned Area, except as follows:

- a. Structural repairs to the roof, floor and exterior walls and exterior windows of the correctional facility.
- b. To provide adequate heating, ventilation and air conditioning to Assigned Area.
- c. General maintenance and upkeep of interior common use areas and external areas. County agrees to keep and maintain in good condition all trunk, water, heating and air conditioning lines, sewer mains, supply mains and electrical power to Assigned Area.
- d. Should County be required to make any repairs or improvements under the provisions herein contained, County shall not be liable to CenturyLink for any damage caused by disrepair of any kind until County has had reasonable opportunity to perform repairs after being notified in writing by CenturyLink of the need for such repairs. Further, County shall be liable to CenturyLink,

CenturyLink's employees or patrons for any damage to their equipment, trade fixtures or personal property in the Assigned Area caused by water leakage from the roof, water lines, sprinkler or heating and air conditioning equipment, although such liability shall be reduced by the proportion of such damages caused by the negligence of others.

- e. County shall have the right to construct or install over, in, under or through the Assigned area new lines, pipes, mains, wires, conduits and equipment, provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with CenturyLink's use of its Assigned Area. County shall repair, at its sole cost, any damage resulting from such activities.

9.2 CenturyLink also agrees to keep and maintain its Assigned Area in a clean, neat and sanitary condition, and attractive in appearance.

9.3 CenturyLink agrees to maintain and make necessary repairs, structural or otherwise, to all of its equipment therein and appurtenances thereto.

9.4 All work performed by CenturyLink, including relocation of equipment must be inspected and approved by County.

9.5 All repairs done by CenturyLink or on its behalf shall be of first class quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by federal, state or local county having jurisdiction over the work in the Assigned Area.

9.6 At their respective facility, the Sheriff and Superintendent or their duly appointed representatives shall have the right to enter the Assigned Area to:

- a. Inspect Assigned Area at reasonable intervals or at any time in case of emergency, to determine whether CenturyLink has complied with and is complying with the terms and conditions of this Agreement, and may require CenturyLink to perform necessary repairs at CenturyLink's own cost.
- b. Perform any and all things which CenturyLink was obliged to perform but which it has failed to perform after reasonable notice, including maintenance, repairs, and replacements to the Assigned Area. The cost of all labor and materials required by County to complete the work will be paid by CenturyLink to County within ten (10) days following demand by the County for said payment. Notwithstanding the above, nothing in this section shall give the County the right to repair, replace, or maintain the systems used to support the provision of Inmate Phone Services.

9.7 CenturyLink shall, in a timely manner, dispose in County provided receptacles all trash, garbage and other refuse caused as a result of CenturyLink's operations. County shall make arrangements for the regular removal of trash contained in its receptacles.

9.8 All deliveries, if required, shall be in a manner and location established by County. CenturyLink, to the extent possible, shall make deliveries between 7:00 a.m. and 4:00 p.m. All deliveries to the Assigned Area shall be conducted through the appropriate accesses.

Article XL COMPLIANCE

10.1 CenturyLink, its officers, agents, employees, licensees and any other person whom CenturyLink controls or has the right to control shall comply with all laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Wisconsin, and County, and their respective agencies, departments, authorities or commissions, as the same may be in effect from time to time, which may either directly or indirectly affect CenturyLink or its operations on or in connection with its Assigned Area.

10.2 CenturyLink shall pay wages that are not less than the minimum wages required by law to persons employed in its operations hereunder and in compliance with Milwaukee County's Minimum Wage Provision.

10.3 This Agreement is governed by the laws of Wisconsin. Any disputes relating to this Agreement shall be resolved in accordance with the laws of Wisconsin.

Article XI

ASSIGNMENT AND SUBLEASING

11.1 Except as provided otherwise in this Article XI, CenturyLink shall not assign this Agreement or allow same to be assigned by operation of law or otherwise, nor shall it sublet Assigned Area or any part thereof without the prior written consent of County. County reserves the right to deny any assignment or subletting by CenturyLink for any reason. Any purported assignment or sublease in violation hereof shall be void. Any approved sublease, however, shall incorporate the terms and conditions of this Agreement.

11.2 In no event may the activities, uses, privileges, and obligations authorized herein, or the Assigned Area or any portion thereof, be assigned for any period or periods during the existence of any default of any of the terms, covenants, and conditions herein required to be performed, kept and observed by CenturyLink.

11.3 Notwithstanding the above, CenturyLink may, upon written notice to County, assign its rights and delegate its duties under this Agreement, either in whole or in part, to any of CenturyLink's affiliates. Upon the acceptance of such rights and the assumption of such duties by the assignee, the assignor shall be released and discharged, to the extent of the assignment, from all further duties and liability under this Agreement, except for any obligations or liabilities that arose prior to the assignment and are retained by CenturyLink.

Article XII

INDEMNIFICATION

12.1 CenturyLink shall protect, defend, indemnify and hold County and its Board of Supervisors, officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees), of any nature whatsoever arising out of CenturyLink's use or occupancy of its Assigned Area or the acts or omissions of CenturyLink's officers, employees, agents, subcontractors, licensees or invitees in connection with this Concession, regardless of where the injury, death or damage may occur. However, notwithstanding the above, if such injury, death or damage is caused or contributed to by the negligence of County, CenturyLink's duty to indemnify County shall be reduced in the same proportion as the County's negligence. County shall give CenturyLink reasonable notice of any claims or actions that trigger CenturyLink's obligations under this Article. CenturyLink, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to County. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

12.2 Patent and Copyright Indemnity

a. CenturyLink will defend or settle, at its own expense, any claim or suit against County alleging that any products furnished under this Agreement infringe any United States patent, trademark, copyright or trade secret. CenturyLink will also pay all damages and costs that by final judgment may be assessed against County due to such infringement.

b. CenturyLink shall be notified promptly in writing by County of any claim or suit that triggers CenturyLink's obligations under this Article. CenturyLink shall have sole control of the defense or settlement of any claim or suit. County shall, at CenturyLink's expense, cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense of any claim or suit.

c. If any products or equipment become, or in CenturyLink's opinion are likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (1) procure for County the right to continue using the applicable product; (2) replace the product with a non-infringing product substantially complying with the product's specifications; or (3) modify the product so it becomes non-infringing and performs in a substantially similar manner to the original product.

d. Other than as set forth specifically in the sub-paragraph above, the foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by CenturyLink under this Agreement.

ARTICLE XIII.

INSURANCE AND PERFORMANCE AND PAYMENT BOND

13.1 CenturyLink warrants that it is either self-insured, or has applicable insurance coverage in place for primary General (Public) Liability and Automobile Liability for the following types and amounts of insurance set forth below.

- a) Commercial General Liability and Property Damage Insurance in an amount of not less than Five Million Dollars (\$5,000,000) combined single limit. Such insurance shall include contractual liability insurance to insure CenturyLink's obligation to indemnify and hold County, its Board of Commissioners, its officers and its employees harmless in accordance with the indemnification provisions of this Agreement. Milwaukee County, as its interests may appear, shall be included as an Additional Insured.
- b) Comprehensive Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) combined single limit. Milwaukee County, as its interests appear, shall be included as an Additional Insured.
- c) Property Insurance for physical damage to the property of CenturyLink, including permanent improvements and contents of its Assigned Area, covered for the full replacement value.
- d) Worker's Compensation Insurance affording the required statutory coverage and limits. Such insurance shall include Employer's Liability coverage in an amount of not less than One Million Dollars (\$1,000,000). A waiver of subrogation shall be afforded in favor of Milwaukee County.

13.2 At the commencement of this Agreement CenturyLink shall provide County with evidence of compliance with County's insurance requirements by producing a certificate of insurance. All such certificates shall be completed to show compliance with CenturyLink's obligation hereunder.

13.4 If CenturyLink fails to promptly respond to County's request for adequate evidence of compliance with such insurance provisions, County may, in addition to all its other remedies, charge CenturyLink an additional fee in an amount equal to ten percent (10%) of the fee required hereunder until such evidence is provided.

13.5 CenturyLink shall keep all insurance certificates in effect through surrender of its Assigned Area.

Article XIV.

TERMINATION BY CENTURYLINK

14.1 In addition to all other remedies available to CenturyLink, this Agreement shall be subject to termination by CenturyLink should any one or more of the following events occur, subject to the County's right to litigate the issue:

- a. The permanent abandonment of the Assigned Areas by County as Correctional Facilities.
- b. The issuance by any court of competent jurisdiction of an injunction preventing or restraining the use of the Correctional Facilities in such a manner as to substantially restrict CenturyLink from operating its Inmate Pay Telephone Concession, as long as such injunction is not caused by any act or omission of CenturyLink, and as long as the injunction remains in force for at least ninety (90) days.
- c. The breach by County of any of the material terms, covenants, or conditions of this Agreement to be kept, performed, and observed by County, and the failure of County to remedy such breach within the cure period of sixty (60) days after CenturyLink gives written notice to County of the existence of such breach, or the longer cure period if more than sixty (60) days is reasonably

required because of the nature of such breach, with the further understanding that the County has the right to litigate the issue of its breach, its failure to cure, or to diligently take steps to cure. If the County chooses to litigate the issue, this litigation shall stay the termination by CenturyLink under this provision.

- d. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Correctional Facilities in such a manner as to substantially restrict CenturyLink from conducting its Inmate Pay Telephone Concession, as long as such restriction shall continue for a period of at least ninety (90) days.
- e. CenturyLink is unable to renegotiate or reduce to its satisfaction the commission percentage it pays to County after the enactment of legislation or the issuance of a regulatory ruling or court order that requires CenturyLink to reduce the rates it charges for Inmate Pay Telephone Concession calls; unless WC Docket No. 12-375 is modified or rescinded, this item (e.) excludes the Second Report and Order and Third Further Notice of Proposed Rulemaking, which was released Nov. 5, 2015 in WC Docket No. 12-375, and which is already addressed in the commission structure herein.

14.2 In the event of default by County, as set forth in Article 14.1, CenturyLink shall be eligible for an abatement in its fees and charges as identified in Article VIII from the time of default, until the curing of such event of default, or the termination of this Agreement by CenturyLink subject to the County's right to litigate the issue. The abatement of fees shall be commensurate with the effect on the ability to do business as determined by CenturyLink and County.

14.3 In the event any condition of default shall occur (notwithstanding any waiver, license or indulgence granted to County with respect to any condition of default in any form or instance), and such default is not cured within the cure period specified in Section 14.1(a), then or at any time thereafter while such breach is continuing, CenturyLink shall have the right, at its election, to terminate this Agreement by giving at least thirty (30) days written notice to County. If CenturyLink terminates this Agreement per this provision, it will surrender the Assigned Area to County with the understanding that CenturyLink and County shall remain liable to the other for any and all obligations incurred under this Agreement by each party prior to said Termination. An action by CenturyLink to quit and surrender the Assigned Area pursuant to this paragraph shall be subject to, and superseded by the obligation to provide continuing operations pursuant to Article 15.13 during the transition period specified therein, if applicable.

Article XV.

TERMINATION BY COUNTY

15.1 This Agreement shall be subject to termination by County if one or more of the following conditions of default by CenturyLink occur, subject to CenturyLink's right to litigate the issue:

- a. If CenturyLink fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any of its provisions, MCSO or HOC through their respective designated representatives, may terminate the Agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The Agreement may not be terminated if, upon receipt of the notice, CenturyLink promptly cures the alleged violation before the end of the notice period. In the event of termination, MCSO/HOC will only be liable for services rendered and expenses incurred through the date of termination, and they will not be liable for the uncompleted portion and for any materials and services purchased or paid for by CenturyLink for use in completing the Agreement. Notwithstanding the above, CenturyLink has the right to litigate the issue of its neglect or failure to perform, and/or its failure to cure or to diligently take steps to cure such neglect or failure to perform. If CenturyLink chooses to litigate the issue, this litigation shall stay the termination by the County/MCSO/HOC under this provision; or,

- b. If the Inmate Pay Telephone Equipment shall be taken by execution or by other process of law; or,

- c. If there is a taking by a court of competent jurisdiction of CenturyLink's assets pursuant to proceedings under the provisions of any federal or state reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act, or,
- d. If any court shall enter a final Order with respect to CenturyLink, providing for modification or alteration of the rights of creditors; or,
- e. If CenturyLink shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, the State of Wisconsin, or Milwaukee County; or,
- f. If CenturyLink shall fail to take possession of its Assigned Area; or,
- g. If CenturyLink shall abandon, without notice, all or any part of its Assigned Area or shall discontinue the conduct of its operations in all or any part of its Assigned Area, for a period of forty-eight (48) hours or more. For purposes of this subparagraph, CenturyLink shall not be deemed to have "abandoned" or "discontinued the conduct of its operations" as a result of service interruptions caused by technological problems that CenturyLink is promptly and diligently working to correct.

15.2 In the event any condition of default shall occur (notwithstanding any waiver, license or indulgence granted by County with respect to any condition of default in any form or instance), and such default is not cured within the cure period specified in Section 15.1.a, then the County at any time thereafter while such breach is continuing shall have the right to terminate this Agreement, subject to CenturyLink's right to litigate the issue of its default, its failure to cure, or to diligently take steps to cure. County shall terminate this Agreement by giving CenturyLink at least five (5) days' written notice, at which time CenturyLink will then quit and surrender Assigned Area to County, with the understanding that CenturyLink and County shall remain liable to the other for any and all obligations incurred under this Agreement by each party prior to said Termination. If CenturyLink chooses to litigate the issue of its default, its failure to cure or to diligently take steps to cure, this litigation shall stay the termination by the County under this provision;

15.3 If County terminates this Agreement because of a default or failure to cure or to diligently take steps to cure by CenturyLink, then CenturyLink and those holding under CenturyLink shall forthwith remove their personal property from the Assigned Area. If CenturyLink or any such claimant shall fail to remove its personal property in a timely manner, then County may (a) exercise the rights set forth in Article XIV, or (b) without liability to CenturyLink or those claiming under CenturyLink, may remove such personal property and store it for the account of CenturyLink or of the owner thereof at any place selected by County, or, (c) at County's election and upon giving fifteen (15) days' written notice to CenturyLink of date, time and location of sale, County may sell the same at public auction or private sale on such terms and conditions as to price, payment and otherwise as County may in good faith deem advisable. If in the judgment of County, the cost of removing and storing, or the cost of removing and selling any such personal property exceeds the value or probable sale price thereof, as the case may be, County shall have the right to dispose of such personal property in any manner County may deem advisable.

15.4 CenturyLink shall be responsible for all costs of removal, storage and sale, and County shall have the right to reimburse itself from the proceeds of any sale for all such costs paid or incurred by County. If any surplus sale proceeds shall remain after such reimbursement, County may deduct from such surplus any other sum due to County hereunder and shall pay over to CenturyLink any remaining balance of such surplus sale proceeds.

15.5 If County shall enter into and repossess the Assigned Area by reason of the default of CenturyLink in the performance of any of the terms, covenants or conditions herein contained, CenturyLink hereby covenants and agrees that CenturyLink will not claim the right to redeem or reenter the Assigned Area to restore its operations hereunder pending resolution of any litigation brought by CenturyLink challenging the determination of default.

15.6 All rights and remedies of County herein created or otherwise existing at law are cumulative, and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as deemed advisable.

15.7 If proceedings shall at any time be commenced for recovery of possession of the Assigned Area, and if a compromise or settlement shall occur either before or after judgment that results in CenturyLink being permitted to retain possession of its Assigned Area, then such proceeding shall not constitute a waiver of any injunction or agreement contained herein or of any subsequent breach thereof.

15.8 Any amount paid or expense or liability incurred by County due to the negligence of CenturyLink or any amount or expense paid for by County on behalf of CenturyLink to bring CenturyLink in compliance with this Agreement, may be treated by County as additional fees which may, at the option of County, be added to any fees CenturyLink owes or will owe to the County, subject to CenturyLink's right to litigate the issue.

15.9 CenturyLink hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of CenturyLink being evicted or dispossessed for any reason, or in the event of County's obtaining possession of the Assigned Area by reason of the violation by CenturyLink of any of the covenants and conditions of this Agreement or otherwise. The rights given to County herein are in addition to any rights that may be given to County by any statute or otherwise.

15.10 Upon the expiration or termination of this Agreement, through passage of time or otherwise, CenturyLink shall reasonably aid County in continuing the operation of an Inmate Pay Telephone System at the Correctional Facilities without interruption. Specifically, CenturyLink, if required by County, shall continue its operations beyond the term of this Agreement in order to coordinate the removal of its personal property with the installation of replacement property by a subsequent service provider. Such extension of operations beyond the term of this Agreement shall be under the same terms and Conditions as stated herein. In no event shall CenturyLink be required to extend operations beyond one hundred twenty (120) days after expiration or termination of this Agreement.

15.11 UNRESTRICTED RIGHT OF TERMINATION BY COUNTY WITHOUT CAUSE - In addition to the provisions above, MCSO/HOC further reserves the right to terminate this Agreement at any time for any reason, including the failure of the Milwaukee County Board of Supervisors to appropriate the monies required for the completion of the Agreement. Such termination shall occur by giving CenturyLink thirty (30) days' written notice by Certified Mail. In the event of said termination, CenturyLink shall not reduce its activities hereunder unless agreed in advance by MCSO/HOC. CenturyLink will be paid according to the Agreement for services rendered through the date of termination.

In the event the Agreement is terminated under this provision before the end of the initial term of two (2) years, the County shall require any new service provider to compensate CenturyLink in an amount that equates to the undepreciated or unamortized portion of any equipment and infrastructure installed by CenturyLink that is used by the new service provider. In the event CenturyLink transfers ownership of or title to any infrastructure which become property of the County pursuant to the terms of this Agreement, the compensation owed to CenturyLink pursuant to the preceding sentence shall be calculated as if the ownership of such equipment and infrastructure had remained with CenturyLink and in accordance with an amortization/depreciation to be provided by CenturyLink to the County at time of transfer of ownership of the equipment. Compensation owed shall be calculated in accordance with the amortization/depreciation schedule and using the date of actual service initiation by the new provider.

15.12 Notwithstanding any other provisions of the Agreement, if the Agreement is terminated by CenturyLink or the County pursuant to Articles XIV and XV before the anniversary date of the Agreement in any year, the County will return to CenturyLink the pro-rata portion of any prepaid commissions that were paid to the County but not yet earned by the date of termination.

Article XVI ADVERSE TENANCY

16.1 Any unauthorized holding over by CenturyLink after the termination of this Agreement or the expiration of its term without the written consent of the County, except for the period authorized and required for removal of CenturyLink's property, shall entitle County to collect from CenturyLink as liquidated damages for such holding over

double the amount of the monthly fee in effect immediately prior to the commencing of such holding over. County may perfect a lien on the property of CenturyLink as security for the payment of any damages or unpaid fees and shall be entitled to collect the same through foreclosure of such lien and sale of such property, subject to CenturyLink's right to litigate the issue.

Article XVII FIRE AND OTHER DAMAGE

17.1 In the event that structural or permanent portions of the Assigned Area shall be partially damaged by fire or other casualty, CenturyLink shall give immediate notice thereof to the County and the same shall be repaired at the expense of County without unreasonable delay unless County determines that the damage is so extensive that repair or rebuilding is not feasible. If County elects to rebuild said areas, County shall notify CenturyLink of such intention within thirty (30) days of the date of the damage, otherwise, the Agreement as it applies to said area shall be deemed terminated and of no further force or effect. If County determines that repair or rebuilding is feasible, County's obligations to rebuild or repair under this Article shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by CenturyLink. CenturyLink agrees that if County elects to totally repair or rebuild as provided in this Article, then CenturyLink will proceed with reasonable diligence and at its sole cost and expense (unless such damage is caused by the negligence of County) to rebuild, repair and restore its signs, fixtures, furnishings, equipment, improvements and other items provided or installed by CenturyLink, in or about the Assigned Area in a manner and to a condition at least equal to that which existed prior to its damage or destruction.

Article XVIII ATTORNEYS' AND OTHER LITIGATION FEES

18.1 In the event that either party brings any action under this Agreement, and prevails in said action, then the other party shall be entitled to recover from the first party its reasonable fees incurred as a result of said action. Such fees shall include, but not be limited to, expert's fees, court reporters' fees, court costs, and attorneys' fees.

Article XIX RELATIONSHIP OF PARTIES

19.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto.

Article XX APPROVALS

20.1 Whenever this Agreement calls for approval by County, such approval shall be evidenced by the written approval of the Sheriff and the Superintendent of the House of Correction, or their designee(s).

Article XXI ENVIRONMENTAL PROTECTION

21.1 CenturyLink agrees to comply with all laws, and to obey all rules, regulations, or administrative orders of agencies of Milwaukee County, the State of Wisconsin, and the United States as these laws, rules regulations and administrative orders may now exist and as they may be hereafter adopted relating to protection of the environment. CenturyLink further agrees to abide by all rules and regulations adopted by County relating to protection of the environment.

Article XXII GENERAL PROVISIONS

22.1 Anti-Lobbying Certifications - CenturyLink certifies, to the best of its knowledge and belief that

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of CenturyLink, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, in making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Contract, grant, loan, or cooperative agreement, CenturyLink shall complete and submit Standard Form-L11, "Disclosure of Lobby Activities," in accordance with its instructions.
- c. CenturyLink shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements), and that all sub recipients shall certify and disclose accordingly.

22.2 Nonwaiver of Rights - No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

22.3 Notices - Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States Postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to CenturyLink shall be delivered as follows:

Milwaukee County
 Sheriff's Office
 949 North Ninth Street
 Milwaukee, Wisconsin 53233
 Attn: Deputy Insp. Kevin Nyklewicz

Milwaukee County
 House of Correction
 8885 South 58th Street
 Franklin, Wisconsin 53132
 Attn: June Jackson, Fiscal Operations

Until any such change is made, notices to CenturyLink shall be delivered as follows:

CenturyLink Public Communications, Inc.
 d/b/a CenturyLink
 600 New Century Parkway
 Room 2D351
 New Century, KS 66031

22.4 Captions - The headings of the articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

22.5 Severability - If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other clauses, sections or provisions hereof.

22.6 Agent for Service of Process - The parties hereto expressly understand and agree that if CenturyLink is not a resident of the State of Wisconsin, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event CenturyLink does designate its Wisconsin registered agent as its agent for the purpose of service of process in any court action between it and County arising out of or based upon this Agreement, and the service shall be made as provided by the laws of the State of Wisconsin by also serving CenturyLink's registered agent. The parties hereto expressly agree, covenant, and stipulate that CenturyLink shall personally be served with such process out of this State by the registered mailing of such complaint and process to CenturyLink at the address set forth herein. Any such service out of this State shall constitute valid service upon CenturyLink as of the date of receipt thereof. The parties hereto further expressly agree that CenturyLink is amenable to and hereby agrees to the process so served, submits to the jurisdiction, and waives any and all obligations and protest thereto, any laws to the contrary notwithstanding.

22.7 Waiver of Claims - CenturyLink hereby waives any claim against County and the State of Wisconsin and its officers, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out.

22.8 Incorporation of Exhibits - All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

22.9 Incorporation of Required Provisions - The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

22.10 Nonliability of Agents and Employees - No member, officer, agent, Commissioner, or employees of County shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

22.11 Successors and Assigns Bound - This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted and in accordance with this Agreement.

22.12 Time of Essence - Time is of the essence in the performance and/or satisfaction of the terms and/or conditions of this Agreement.

22.13 Gender - Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

22.14 Force Majeure - Neither County nor CenturyLink shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, act of God, acts of terrorism, acts of the public enemy, acts of superior governmental County, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

Article XXIII

AFFIRMATIVE ACTION AND NONDISCRIMINATION

23.1 Non-discrimination - CenturyLink, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of age, sex, race, creed, color, handicap, or national origin in the selection and retention of sublessees or subcontractors, including procurement of materials and leases of equipment. CenturyLink shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of Regulations.

23.2 Solicitations for Sublessees and Subcontractors, Including Procurement of Materials and Equipment - In all solicitations involving either competitive bidding or negotiation by CenturyLink for services or work to be performed under a sublease or subcontract, including procurement of materials and leases of equipment relating to this Agreement, each potential sublessee, subcontractor or supplier shall be notified by CenturyLink of

CenturyLink's obligations under this Agreement and Regulations relative to nondiscrimination on the grounds of age, sex, race, creed, color, handicap, or national origin.

23.3 Information and Reports: CenturyLink shall provide all information and reports required by Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be reasonably determined by County to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of CenturyLink is in the exclusive possession of another who fails or refuses to furnish this information, CenturyLink shall so certify to County, as appropriate, and shall set forth what efforts it has made to obtain the information.

23.4 Sanctions for Noncompliance: In the event of CenturyLink's noncompliance with the nondiscrimination provisions of this Agreement continuing for a period of sixty (60) days following County's written notice thereof, County shall impose sanctions as it may determine to be appropriate, including, but not limited to, the right to immediately terminate this Agreement and to re-enter and repossess the Assigned Area and any improvements thereon, and hold Same as if this Agreement had never been made or issued.

23.5 Nondiscrimination and Equal Opportunity Provisions Required By General Ordinances of Milwaukee County, Section 56.17(1a): In the performance of work or execution of this Agreement, CenturyLink shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, 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. CenturyLink will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate this Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by CenturyLink for use in completing this Agreement.

23.6 Section 56.17(1d): CenturyLink agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of CenturyLink's work force, where these groups may have been previously under-utilized and under-represented. CenturyLink also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

Article XXIV.

DISADVANTAGED BUSINESS ENTERPRISES

24.1 CenturyLink shall make a good faith effort to adhere to the Disadvantaged Business Enterprises ("DBE") utilization plan submitted with its Proposal to operate and manage the Inmate Pay Telephone Service, which outlines a goal of seventeen percent (17%) involvement from those DBE's certified by the Milwaukee Joint Certification Program throughout the term of the Agreement.

Article XXV.

ENTIRE AGREEMENT

25.1 The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entering into of this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

25.2 The individuals executing this Agreement personally warrant that they have full Authority to execute this Agreement on behalf of the entity for which they are acting herein.

25.3 The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

25.4 This Agreement between the parties shall consist of this instrument, including Addendum No. 1 to the Agreement; the Request For Proposal of Milwaukee County for Inmate Telephone System, RFP 7060, including Addendum 1 and the Questions and Answers, as issued by the County Procurement Division; and CenturyLink's proposal dated December 23, 2015, including all exhibits, schedules, addenda, and attachments, which are incorporated herein as if copied verbatim. In the event of any conflict between the terms of this Agreement and the terms or provisions of the aforesaid documents, then this Agreement, including Addendum number 1, shall control.

Milwaukee County Sheriff's Office

DocuSigned by:
By: Inspector Richard Schmidt
82DAE764B9664AB...

Name: Richard R. Schmidt

Title: Inspector

Date: 1/21/2016

Milwaukee County House of Correction

DocuSigned by:
By: Michael Hafemann
163D6E5C8FF4A0...

Name: Michael Hafemann

Title: Superintendent

Date: 1/19/2016

CenturyLink Public Communications, Inc.

DocuSigned by:
By: Paul N. Cooper
E14A06B918D6462...

Name: Paul N. Cooper

Title: Vice President & General Manager

Date: 1/19/2016

County Executive

DocuSigned by:
By: Chris Abele
2E5B0E3342CC443...

Name: Chris Abele

Title: County Executive

Date: 1/21/2016

Milwaukee County Corporation Counsel

DocuSigned by:
By: Mark A. Gusty
2B5E7A71B2A54EE...

Name: _____

Title: _____

Date: 1/14/2016

Milwaukee County Comptroller

DocuSigned by:
By: Scott Manske
F72F4A5EDB0643E...

Name: Scott Manske

Title: Comptroller

Date: 1/20/2016

Approved with regards to Milwaukee County
CBDP Ordinance Chapter 42

DocuSigned by:
By: Rick Norris
AD4C84D4025E45C...

Name: _____

Approved for Execution

DocuSigned by:
By: Mark A. Gusty
2B5E7A71B2A54EE...

Name: _____

Title: Community Business Dev. Partners

1/13/2016

Date: _____

Title: Corporation Counsel

2/4/2016

Date: _____

Milwaukee County Risk Management

By: 

E454E4CA2D21452...

Name: _____

Title: _____

1/13/2016

Date: _____

CALLING RATES

Billing Type	Call Jurisdiction	Per-Call Setup Fee	Per-Minute Rate
Collect	All domestic calls (local, intraLATA, interLATA, interstate)	\$ -	\$0.35 year 1 \$0.28 year 2 \$0.14 year 3+
Prepaid (Prepaid Collect & Debit)	All domestic calls (local, intraLATA, interLATA, interstate)	\$ -	\$0.14
	All international calls (debit only, if allowed by MCSO/HOC)	\$ -	\$0.60

TRANSACTION FEES AND SERVICE POLICIES

Billing Type	Fee Name	Fee Amount	How Applied
Collect	Bill Statement Fee	\$2.00	Per bill per month, regardless of # of calls received
Prepaid/Collect	Transaction Fee – using live rep	\$5.95	Per transaction
	Transaction Fee – by internet or automated phone system	\$3.00	Per transaction
	Transaction Fee – by Western Union	No fee	Western Union charges a low negotiated rate of \$5.50; this fee is charged solely by WU without additional fees or revenue share back to CenturyLink
	Transaction Fee – mail-in using cashier's check or money order	No fee	Not applicable
	Account Refund Fee	No fee	Available within 15 minutes if credited to last card used (vast majority of transactions); mail-in option also available

ADDENDUM NO. 1 TO
 AGREEMENT BETWEEN
 MILWAUKEE COUNTY WISCONSIN AND
 CENTURYLINK PUBLIC COMMUNICATIONS, INC.
 FOR INMATE PHONE SERVICES AT
MILWAUKEE COUNTY SHERIFF'S OFFICE AND MILWAUKEE COUNTY HOUSE OF CORRECTION

In submitting its proposal to Milwaukee County in response to the Request for Proposal for Inmate Phone Service, CenturyLink Public Communications, Inc. included a Financial Proposal that had several different Options.

In announcing its intent to Award this contract to CenturyLink, the County hereby confirms that it is accepting CenturyLink's Option #1(B), which is summarized as follows:

Under Option #1(B), CenturyLink commits to providing the same 70.1% commission rate under the new contract in addition to \$1,390,000 in prepaid commissions each year. This is due to the anticipated drop in commissionable revenue that will be driven by the dramatic change in calling rates:

- | | |
|---|-------------|
| • Commission Rate: | 70.1% |
| • Prepaid Commission on contract anniversary (all years): | \$1,390,000 |
| • Additional one-time prepaid commission (paid at contract signature) | \$200,000 |

1. The County's acceptance of Option #1(B) is based on its agreement and understanding that it includes all of the other elements and terms that were contained in CenturyLink's Financial Proposal that were part of CenturyLink's response to the County's Request for Proposal, and which CenturyLink submitted on December 23, 2015.
2. Within fifteen (15) days of contract execution, CenturyLink will pay MCSO/HOC a prepaid commission of \$1,390,000.00 ("Prepaid Commission"). During the year, earned commissions will be calculated by multiplying gross revenue by the commission rate of 70.1% ("Earned Commissions").
 - (i) At the end of the initial contract year a true-up will occur by comparing the Prepaid Commission with cumulative Earned Commissions.
 - (ii) If cumulative Earned Commissions exceed the Prepaid Commission, this excess amount will be paid to the County within fifteen (15) days of contract year-end. If the Prepaid Commission exceeds cumulative Earned Commissions, this excess amount will be deducted from the following year's Prepaid Commission.
3. On each subsequent anniversary of contract execution, CenturyLink will pay MCSO/HOC a Prepaid Commission of \$1,390,000.00, less any applicable true-up from the prior year. This Prepaid Commission will be true-up at year-end in the same manner described in Section 2 (i) and (ii) above.
4. All payments to the County, including the Prepaid Commission, will be distributed by way of separate checks divided as follows: forty-six percent (46%) to the MCSO and fifty-four percent (54%) to the HOC.
5. The following Calling Rates and Transaction Fees and Service Policies will apply to all calls placed by inmates from the MCSO and HOC during the Term of this Agreement, unless amended or modified pursuant to Article IV of this Agreement.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH DBE

(This form is to be completed by the bidder/proposer and the DBE named for submission with bid/proposal)

PROJECT No: 7060

PROJECT TITLE: RFP for Inmate Telephone System

TOTAL CONTRACT AMOUNT \$ 2,143,931

DBE Goal: 17%

Name & Address of DBE	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract
Shawntech Communication, Inc. 1700 Lyons Road, Dayton, Ohio 45424	Installation and maintenance of the ITS platform.	\$ 365,000 (Annually with COLA adjustments)	16.5%

(Separate commitment form must be completed for each DBE firm)

Bidder/Proposer Commitment (To be completed by firm committing work to DBE)

I certify that the DBE firm listed quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, of packaging, pricing and delivery from DBE firm listed herein. Our firm, CenturyLink Public Communications, Inc. (Phone No. 913-253-7280), or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CDDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative

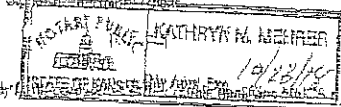
Paul Cooper, VP & General Manager
Name & Title of Authorized Representative

12.22.2015
Date

Subscribed and sworn to before me this 22nd day of December, 2015

State of Ks.

My Commission expires 10/23/15



Only if the State of Wisconsin UCP prior to bid/proposal opening will be credited on this contract

DBE Affirmation (To be completed by DBE Owner/Authorized Representative)

- I affirm that the State of Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the State of Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by CenturyLink.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CDDP.
- I affirm that approval from CDDP will be obtained prior to submitting any portion of this work awarded to my firm on this project.

Signature of Authorized DBE Representative

John Stueker, CEO

Name & Title of Authorized DBE Representative

12-15-2015

Date

FOR CDDP USE ONLY

Commitment number 1 of 1

Project Total:

(A) 17%

(B) 1.5%

TOTAL 18.5%

State

BY: [Signature] 1/4/16

Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
08/28/2015

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

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

PRODUCER Marsh USA, Inc. CA License #0437453 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2862 Attn: Seattle.certherequest@marsh.com / Fax: 212-948-6326	CONTACT NAME: PHONE: (A/C, H/S, Ext): FAX: (A/C, H/S, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Greenwich Insurance Company 12321 INSURER B: XL Specialty Insurance Co. 137885 INSURER C: North American Elite Insurance Company 25700 INSURER D: INSURER E: INSURER F:
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International, Inc.; Savvis, Inc.; and Embury Corporation 100 CenturyLink Drive; Midstop 525154 Monroe, LA 71203	

COVERAGES		CERTIFICATE NUMBER:		SE4-00251522-05		REVISION NUMBER: 6	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	RWD500013305	08/01/2015	09/30/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		RAD500013405 Auto Physical Damage - Self Insured	08/01/2015	09/30/2016	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		UMB800000500	08/01/2015	09/30/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RWD500032993 ADS	08/01/2015	09/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000	
B	XS Workers' Compensation/EL		RWD500033100 WA	08/01/2015	09/30/2016	Excess of 1,000,000 SIR	\$1,000,000
B	XS Workers' Compensation/EL		RWD500033205 OH	08/01/2015	09/30/2016	Excess of 1,000,000 SIR	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Pool of Insurance for EOP purposes. Should the Named insured be awarded the contract, Milwaukee County is an Additional Insured as their interest may appear in services being provided by the Named Insured.

CERTIFICATE HOLDER Milwaukee County Risk Manager Milwaukee County Courthouse, Room 202 501 North 5th Street Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA, Inc. Cheryl L. Koch <i>Cheryl L. Koch</i>
--	--

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Certificate Of Completion

Envelope Id: 5A02B07567C94FF0A1FA01E2003C31FD

Status: Completed

Subject: Please DocuSign: Century Link Contract DocumentFinalUnsigned.pdf

Source Envelope:

Document Pages: 33

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 0

Howard Felix

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

howard.felix@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Howard Felix

Location: DocuSign

12/6/2017 11:58:54 AM

howard.felix@milwaukeecountywi.gov

Signer Events

Rick Norris

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signature

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Paul Schwegel

paul.schwegel@milwaukeecountywi.gov

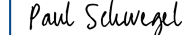
Safety Manager

Milwaukee County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Paul D. Kuglitsch

corpcounselsignature@milwcnty.com

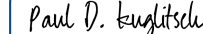
Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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VP, National Public Access - Paul N. Cooper

paul.n.cooper@centurylink.com

VP/GM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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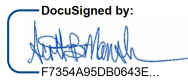
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Signer Events

Scott B. Manske
 comptrollerssignature@milwcnty.com
 Comptroller
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

Signature

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Superintendent - Michael Hafemann
 michael.hafemann@milwaukeecountywi.gov
 Superintendent
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

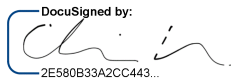
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County Executive - Chris Abele
 cable@milwcnty.com
 County Executive
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

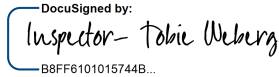
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Inspector- Tobie Weberg
 tobie.weberg@milwaukeecountywi.gov
 Inspector
 Security Level: Email, Account Authentication
 (None)

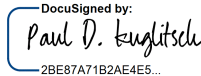
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Paul D. Kuglitsch
 corpcounselsignature@milwcnty.com
 Deputy Corporation Counsel
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Notary Events****Signature****Timestamp**

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	1/8/2018 12:07:18 AM
Signing Complete	Security Checked	1/8/2018 12:58:13 PM
Completed	Security Checked	1/8/2018 12:58:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
--	-----------------------------------

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Please upload the **preliminary** 1684 form to DocuSign for any contract resulting in revenue to the County. The County only expects to receive revenue under this contract. No encumbrance is required, so do not submit a **final** 1684 form to Accounts Payable.

CONTRACT TYPE**Revenue**

Preliminary

X

Final

DEPARTMENT NAME

AGENCY NO.

DEPARTMENT (HIGH) ORG

Sheriff's Office and House of Correction

400 and 430

4000 and 4300

VENDOR INFORMATION

VENDOR NO.

ORDER TYPE

NEW or

AMEND

CONTRACT NO.

Not needed

X

Not needed

NAME OF OTHER PARTY

ADDRESS

CenturyLink Public Communications, Inc.

500 New Century Parkway

Room 2D351

New Century, KS 66031

TAX I.D. NO.

begin date

EFFECTIVE DATES:

end date

LENGTH OF CONTRACT

(IN MONTHS)

AMENDMENT ONLY: DOLLAR

CHANGE

TOTAL CONTRACT

AMOUNT

Not needed

02/01/16

12/31/19

originally 23 + extended 12 +
extending 12 + may extend 12

\$ 2,835,332.00

\$ 9,164,148.02

ACCOUNTING INFORMATION

Year to be Earned or Received	Line No	Fund	Agency	Org Unit	Activity	Function	Revenue Source	Job Number	Report Cat	Units	Amount to be Received/ Amendment
2016	01	0001	400	4038			3566	<i>Actuals starting 2/1/16, prorate 11 months</i>			\$ 805,648.96
2016	02	0001	430	4372			3566	<i>Actuals</i>			\$ 1,178,160.43
2017		0001	400	4038			3566	<i>Actuals</i>			\$ 659,907.20
2017		0001	430	4372			3566	<i>Actuals</i>			\$ 1,000,336.43
2018		0001	400	4038			3566	<i>Projected</i>			\$ 1,166,439.00
2018		0001	430	4372			3566	<i>Projected</i>			\$ 1,518,324.00
2019		0001	400	4038			3566	<i>Projected</i>			\$ 1,300,000.00
2019		0001	430	4372			3566	<i>Budgeted</i>			\$ 1,535,332.00

PURPOSE OF CONTRACT

This is Amendment 3 to the 2016-2017 Inmate Phone Services Agreement for the Criminal Justice Facility and House of Corrections with three possible one-year extensions - This extends the agreement through 12/31/2019 (the second extension). CL shall reimburse County for one FTE Deputy Sheriff to operate the Inmate Pay Telephone Concession. CL shall pay County: a commission on revenue generated from completed or accepted calls made at the CL pay phones; \$1,390,000 in prepaid commission each year; and an additional one-time \$200,000 prepaid commission. At year end, CL shall pay County if earned commissions exceed prepaid commissions or CL shall pay less in prepaid commission for the following year if prepaid commissions exceed earned commissions.

This 1684 form illustrates revenue that the County received under the original term (from 2/1/2016 to 12/31/2017), expects to receive over the first extension (during 2018), and expects to receive under the pending second extension (2019).

Was County Board approval received prior to contract execution or contract amendment or extension?

☒ X

If YES, give County Board File No.

16-45

Date Approved

01/28/16

☐

If NO, why is County Board approval not required?

Was Contract **fully** executed prior to work being performed (all signatures received)?

☒ X

YES

☐ NO

Is Vendor a certified professional service DBE?

☐

YES

☒ X

NO

Alexis Gassenhuber, with input from Howard Felix
and review by June Jackson

Prepared By

Date

Title

Signature of County Administrator

Date

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2018

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

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

PRODUCER Marsh USA Inc. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326 CN102197661-STND-ALL-18-19 kbh 110218 None	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER C: Allianz Underwriters Ins Co</td> <td>36420</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Greenwich Insurance Company	22322	INSURER B: XL Specialty Insurance Co.	37885	INSURER C: Allianz Underwriters Ins Co	36420	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Greenwich Insurance Company	22322														
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INSURER C: Allianz Underwriters Ins Co	36420														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation; Level 3 Parent, LLC and Level 3 Communications, LLC 100 CenturyLink Drive; Mailstop 5TS154 Monroe, LA 71203															

COVERAGES **CERTIFICATE NUMBER:** SEA-003482186-07 **REVISION NUMBER:** 18

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		RGD500033306	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAD500033406 Auto Physical Damage - Self Insured	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ART3016558	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD500032906 AOS RWR500033006 WI RWE500033106 - WA RWE500033206 - OH	09/01/2018 09/01/2018 09/01/2018 09/01/2018	09/01/2019 09/01/2019 09/01/2019 09/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Technology E&O incl. Cyber/Privacy Liability			ART3016558	09/01/2018	09/01/2019	Each Claim/Aggregate \$ 10,000,000 Retention \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Inmate Telephone Service; Location: 8885 S. 68th Street, Franklin, WI 53132 & 949 North 9th Street, Milwaukee WI 53233.

Milwaukee County is included as Additional Insured as respects their interest in the operations of the Named Insured as required by contract or agreement regarding General Liability and Auto Liability. Certificate holder is provided a waiver of subrogation under Workers Compensation as required by written contract.

CERTIFICATE HOLDER

Milwaukee County
 949 North 9th Street
 Milwaukee, WI 53233

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Cheryll L. Koch

Cheryll L. Koch

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AGENCY CUSTOMER ID: CN102197661

LOC #: Seattle



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation; Level 3 Parent, LLC and Level 3 Communications, LLC 100 CenturyLink Drive; Mailstop 5TS154 Monroe, LA 71203
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

----- GENERAL LIABILITY -----

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance. Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies. Insurance covers incidents that occur within 50' of railroad property, any railroad exclusions have been deleted per endorsement CG2417.

----- AUTOMOBILE LIABILITY -----

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies.

----- WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION) -----

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

----- EXCESS/UMBRELLA -----

Coverage applies per occurrence. Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement. Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies.

----- COMMERCIAL CRIME - FIDELITY BOND -----

Carrier: ACE American Insurance Company

Policy Number: DONG23680075 005

Effective Dates: 03/01/2018 - 03/01/2019

Each Occurrence: \$10,000,000

----- U.S. PROPERTY -----

Carrier: Allianz Underwriters Insurance Company

Policy Number: ART 3016558

Effective Dates: 03/15/2018 - 03/15/2019

Limit: \$25,000,000

Deductible: \$25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest. Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Other deductibles may apply as per policy terms and conditions.

Certificate Of Completion

Envelope Id: 7F7F2D94F4E843CE8838E58C3D5BB0FD

Status: Completed

Subject: Please DocuSign: CenturyLink Inmate Phone Services Amendment 3

Source Envelope:

Document Pages: 45

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 0

Erin Schaffer

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

erin.schaffer@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Erin Schaffer

Location: DocuSign

10/30/2018 9:53:37 AM

erin.schaffer@milwaukeecountywi.gov

Signer Events

Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Timestamp

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Signature Adoption: Drawn on Device

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:

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Scott Manske - Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Uploaded Signature Image

Using IP Address: 204.194.251.3

Electronic Record and Signature Disclosure:

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Paul Schwegel

Paul.Schwegel@milwaukeecountywi.gov

Loss Control Manager

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 11/5/2018 1:27:02 PM

Signed: 11/5/2018 1:37:55 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul D. Kuglitsch

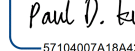
CorpCounselSignature@milwaukeecountywi.gov

Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 11/6/2018 10:57:02 AM

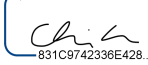
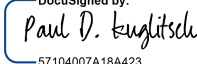

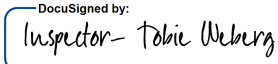
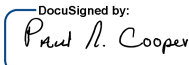
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Signature Adoption: Pre-selected Style

Using IP Address: 204.194.251.3

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Signer Events	Signature	Timestamp
Chris Abele, County Executive cexsignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)	DocuSigned by:  831C9742338E428... Signature Adoption: Drawn on Device Using IP Address: 204.194.251.3	Sent: 11/6/2018 10:57:17 AM Viewed: 11/6/2018 12:09:40 PM Signed: 11/6/2018 12:09:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Paul D. Kuglitsch corpcounselsignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)	DocuSigned by:  57104007A18A423... Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	Sent: 11/6/2018 12:09:55 PM Viewed: 11/6/2018 12:15:20 PM Signed: 11/6/2018 12:15:29 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Superintendent Mike Hafemann Michael.Hafemann@milwaukeecountywi.gov Superintendent Security Level: Email, Account Authentication (None)	DocuSigned by:  163D6E05C8FF4A0... Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	Sent: 11/6/2018 12:15:32 PM Viewed: 11/6/2018 1:18:58 PM Signed: 11/6/2018 1:21:07 PM
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Inspector- Tobie Weberg tobie.weberg@milwaukeecountywi.gov Inspector Milwaukee County Sheriffs Office Security Level: Email, Account Authentication (None)	DocuSigned by:  B8FF6101015744B... Signature Adoption: Pre-selected Style Using IP Address: 99.13.52.194	Sent: 11/6/2018 12:15:32 PM Viewed: 11/11/2018 10:30:53 PM Signed: 11/11/2018 10:31:41 PM
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Paul N. Cooper Paul.N.Cooper@centurylink.com VP/GM CenturyLink Security Level: Email, Account Authentication (None)	DocuSigned by:  E1AA06B918D6462... Signature Adoption: Pre-selected Style Using IP Address: 99.75.148.33	Sent: 11/11/2018 10:31:45 PM Viewed: 11/13/2018 8:17:10 AM Signed: 11/13/2018 8:20:19 AM
Electronic Record and Signature Disclosure: Accepted: 11/5/2018 1:05:12 PM ID: cb9c68aa-a3c0-464a-84f2-5686a283f8b7		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Barry Brinker
Barry.E.Brinker@centurylink.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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Gary Kasza
Gary.Kasza@centurylink.com
Security Level: Email, Account Authentication (None)
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Sent: 11/13/2018 8:20:22 AM

Howard Felix
howard.felix@milwaukeecountywi.gov
Public Safety Fiscal Analyst
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
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June Jackson
June.Jackson@milwaukeecountywi.gov
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Viewed: 11/13/2018 3:05:27 PM

Pat Carravetta
patricia.carravetta@milwaukeecountywi.gov
Public Safety Fiscal Administrator
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 11/13/2018 8:20:22 AM
Viewed: 11/13/2018 8:25:21 AM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/13/2018 8:20:23 AM
Certified Delivered	Security Checked	11/13/2018 8:20:23 AM
Signing Complete	Security Checked	11/13/2018 8:20:23 AM
Completed	Security Checked	11/13/2018 8:20:23 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

Certificate Of Completion

Envelope Id: 97BFB656092D46A7AB78688033AFD6F6	Status: Completed
Subject: Please DocuSign: 2020 Inmate Phone Renewal (Month-to-Month)	
Source Envelope:	
Document Pages: 56	Signatures: 13
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	
Enveloped Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator:
	Erin Schaffer
	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	erin.schaffer@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Erin Schaffer	Location: DocuSign
12/5/2019 10:39:15 AM	erin.schaffer@milwaukeecountywi.gov	

Signer Events

Erin Schaffer
erin.schaffer@milwaukeecountywi.gov
Manager - Contracts
Milwaukee County
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

8B9232CAF98846B...
Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

Timestamp

Sent: 12/5/2019 11:05:58 AM
Viewed: 12/5/2019 11:06:52 AM
Signed: 12/5/2019 11:13:56 AM

Electronic Record and Signature Disclosure:

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Denita R. Ball, Chief Deputy Sheriff
Denita.Ball@milwaukeecountywi.gov
CHIEF DEPUTY
MCSO

DocuSigned by:

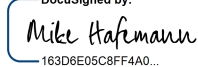
6BE5BC4D5E0143C...
Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.5

Sent: 12/5/2019 11:05:58 AM
Viewed: 12/5/2019 12:09:46 PM
Signed: 12/5/2019 12:12:31 PM

Electronic Record and Signature Disclosure:

Accepted: 2/1/2019 11:12:33 AM
ID: 4c64eb1d-5f47-4c1b-b718-cb296d6a1d05

Mike Hafemann
Michael.Hafemann@milwaukeecountywi.gov
Superintendent
Security Level: Email, Account Authentication (None)

DocuSigned by:

163D6E05C8FF4A0...
Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 12/6/2019 12:55:49 PM
Viewed: 12/6/2019 2:20:33 PM
Signed: 12/6/2019 2:24:41 PM

Electronic Record and Signature Disclosure:

Accepted: 12/6/2019 2:20:33 PM
ID: bc7a8e7d-45b5-4f6d-9dbf-a96eedbf45bd

Lamont Robinson
lamont.robinson@milwaukeecountywi.gov
Director, CBPD
Milwaukee County
Signing Group: Community Business Development Partners
Security Level: Email, Account Authentication (None)

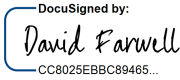
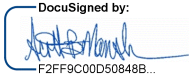

DocuSigned by:

FECB78150D4D42D...
Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 12/5/2019 12:12:35 PM
Viewed: 12/5/2019 12:54:48 PM
Signed: 12/5/2019 12:55:45 PM

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
<p>David Farwell David.Farwell@milwaukeecountywi.gov Assistant Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  CC8025EBBC89465...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 12/5/2019 12:12:36 PM Viewed: 12/6/2019 10:53:54 AM Signed: 12/6/2019 10:54:00 AM</p>
<p>Scott Manske - Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  F2FF9C00D50846B...</p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 12/5/2019 12:12:36 PM Viewed: 12/6/2019 8:33:04 AM Signed: 12/6/2019 8:40:42 AM</p>
<p>Chris Luttrell Chris.Luttrell@milwaukeecountywi.gov Director, Risk Management Milwaukee County Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  4A5D0B1D46DE464...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 12/5/2019 12:12:37 PM Viewed: 12/10/2019 2:57:00 PM Signed: 12/10/2019 2:57:13 PM</p>
<p>Chris Abele, County Executive CEXSignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  831C9742336E428...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 107.77.224.211 Signed using mobile</p>	<p>Sent: 12/10/2019 2:57:20 PM Viewed: 12/10/2019 8:13:48 PM Signed: 12/10/2019 8:14:33 PM</p>
<p>Scott F. Brown scott.brown@milwaukeecountywi.gov Asst. Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>DocuSigned by:  DA196544D3F74FE...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 12/10/2019 8:14:37 PM Viewed: 12/12/2019 1:27:28 PM Signed: 12/12/2019 1:27:43 PM</p>
<p>Paul Cooper Paul.N.Cooper@centurylink.com VP/GM CenturyLink Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/5/2018 1:05:12 PM ID: cb9c68aa-a3c0-464a-84f2-5686a283f8b7</p>	<p>DocuSigned by:  E1AA06B918D6462...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.209.15.26 Signed using mobile</p>	<p>Sent: 12/12/2019 1:27:49 PM Viewed: 12/12/2019 1:38:24 PM Signed: 12/12/2019 1:43:54 PM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Gary Kasza gary.kasza@centurylink.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/12/2019 1:44:00 PM Viewed: 12/12/2019 2:02:54 PM
Howard Felix howard.felix@milwaukeecountywi.gov Public Safety Fiscal Analyst Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/12/2019 1:44:00 PM
Judith Pinchar Berkowski judith.pincharberkowski@milwaukeecountywi.gov IT Contract Manager Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/12/2019 1:44:00 PM
June Jackson June.Jackson@milwaukeecountywi.gov Fiscal Operations Manager, HOC Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/12/2019 1:44:00 PM
Pat Carravetta patricia.carravetta@milwaukeecountywi.gov Public Safety Fiscal Administrator Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/12/2019 1:44:00 PM Viewed: 12/12/2019 2:51:14 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/12/2019 1:44:00 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	12/12/2019 1:44:00 PM
Signing Complete	Security Checked	12/12/2019 1:44:00 PM
Completed	Security Checked	12/12/2019 1:44:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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All notices and disclosures will be sent to you electronically

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- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
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Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

Monthly Commission Report
January 2021
Settlement Date : 02/15/2021

Client ID: 3042 - Milwaukee County Jail
Pay To : Milwaukee County Sheriff
821 W State St
Milwaukee, WI 53233

Tariff Type	Call Type	# of Calls	Billed Minutes (round up)	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	17,954	164,555	\$ 34,560.35	70.1%	\$ 24,226.81
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	23,646	171,857	\$ 36,089.97	70.1%	\$ 25,299.07
Total Local		41,600	336,412	\$ 70,650.32		\$ 49,525.87
IntraCell	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	2,798	27,457	\$ 5,765.97	70.1%	\$ 4,041.94
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	4,032	32,875	\$ 6,903.75	70.1%	\$ 4,839.53
Total IntraCell		6,830	60,332	\$ 12,669.72		\$ 8,881.47
IntraLATA	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,132	11,025	\$ 2,315.25	70.1%	\$ 1,622.99
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	1,372	11,488	\$ 2,412.48	70.1%	\$ 1,691.15
Total IntraLATA		2,504	22,513	\$ 4,727.73		\$ 3,314.14
Intrastate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	592	4,553	\$ 956.13	70.1%	\$ 670.25
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	723	5,099	\$ 1,070.79	70.1%	\$ 750.62
Total Intrastate		1,315	9,652	\$ 2,026.92		\$ 1,420.87
Interstate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,868	17,841	\$ 3,746.61	70.1%	\$ 2,626.37
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	3,499	26,350	\$ 5,533.50	70.1%	\$ 3,878.98
Total Interstate		5,367	44,191	\$ 9,280.11		\$ 6,505.36
Canadian	PrePaid	-	-	\$ -	70.1%	\$ -
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	1	7	\$ 4.20	70.1%	\$ 2.94
Total Interstate		1	7	\$ 4.20		\$ 2.94
Caribbean	PrePaid	12	87	\$ 18.27	70.1%	\$ 12.81
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	156	967	\$ 203.07	70.1%	\$ 142.35
Total Interstate		168	1,054	\$ 221.34		\$ 155.16
International	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	50	250	\$ 150.00	70.1%	\$ 105.15
Total Interstate		50	250	\$ 150.00		\$ 105.15
Total Collect		-	-	\$ -	0.0%	\$ -
Total PrePaid		24,356	225,518	\$ 47,362.58	70.1%	\$ 33,201.17
Total Debit Card		-	-	\$ -	0.0%	\$ -
Total Debit		33,479	248,893	\$ 52,367.76	70.1%	\$ 36,709.80
Grand Total		57,835	474,411	\$ 99,730.34		\$ 69,910.97
January Video Revenue				\$ 25,055.60	10.0%	\$ 2,505.56
Grand Total				\$ -		\$ 72,416.53

Monthly Commission Report
February 2021
Settlement Date : 03/15/2021

Client ID: 3042 - Milwaukee County Jail
Pay To : Milwaukee County Sheriff
821 W State St
Milwaukee, WI 53233

Tariff Type	Call Type	#of Calls	Billed Minutes (round up)	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	17,281	155,989	\$ 32,765.57	70.1%	\$ 22,968.66
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	22,132	166,704	\$ 35,007.84	70.1%	\$ 24,540.50
Total Local		39,413	322,693	\$ 67,773.41		\$ 47,509.16
IntraCell	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	3,718	35,747	\$ 7,506.87	70.1%	\$ 5,262.32
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	3,512	26,257	\$ 5,513.97	70.1%	\$ 3,865.29
Total IntraCell		7,230	62,004	\$ 13,020.84		\$ 9,127.61
IntraLATA	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,195	11,313	\$ 2,375.73	70.1%	\$ 1,665.39
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	1,124	8,878	\$ 1,864.38	70.1%	\$ 1,306.93
Total IntraLATA		2,319	20,191	\$ 4,240.11		\$ 2,972.32
Intrastate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	512	5,139	\$ 1,079.19	70.1%	\$ 756.51
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	692	5,408	\$ 1,135.68	70.1%	\$ 796.11
Total Intrastate		1,204	10,547	\$ 2,214.87		\$ 1,552.62
Interstate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,591	15,623	\$ 3,280.83	70.1%	\$ 2,299.86
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	3,292	25,512	\$ 5,357.52	70.1%	\$ 3,755.62
Total Interstate		4,883	41,135	\$ 8,638.35		\$ 6,055.48
Canadian	PrePaid	-	-	\$ -	70.1%	\$ -
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	1	1	\$ 0.60	70.1%	\$ 0.42
Total Interstate		1	1	\$ 0.60		\$ 0.42
Caribbean	PrePaid	31	305	\$ 64.05	70.1%	\$ 44.90
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	113	931	\$ 195.51	70.1%	\$ 137.05
Total Interstate		144	1,236	\$ 259.56		\$ 181.95
International	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	39	294	\$ 176.40	70.1%	\$ 123.66
Total Interstate		39	294	\$ 176.40		\$ 123.66
Total Collect				\$ -	0.0%	\$ -
Total PrePaid		24,328	224,116	\$ 47,072.24	70.1%	\$ 32,997.64
Total Debit Card				\$ -	0.0%	\$ -
Total Debit		30,905	233,985	\$ 49,251.90	70.1%	\$ 34,525.58
Grand Total		55,233	458,101	\$ 96,324.14		\$ 67,523.22
February Video Revenue				\$ 26,068.80	10.0%	\$ 2,606.88
Grand Total				\$ -		\$ 70,130.10

Monthly Commission Report
March 2021
Settlement Date : 04/15/2021

Client ID: 3042 - Milwaukee County Jail
Pay To : Milwaukee County Sheriff
821 W State St
Milwaukee, WI 53233

Tariff Type	Call Type	#of Calls	Billed Minutes (round up)	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	23,140	218,926	\$ 45,982.46	70.1%	\$ 32,233.70
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	27,747	218,662	\$ 45,919.02	70.1%	\$ 32,189.23
Total Local		50,887	437,588	\$ 91,901.48		\$ 64,422.94
IntraCell	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	3,898	36,052	\$ 7,570.92	70.1%	\$ 5,307.21
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	3,864	30,239	\$ 6,350.19	70.1%	\$ 4,451.48
Total IntraCell		7,762	66,291	\$ 13,921.11		\$ 9,758.70
IntraLATA	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,225	10,977	\$ 2,307.21	70.1%	\$ 1,617.35
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	1,813	14,026	\$ 2,945.46	70.1%	\$ 2,064.77
Total IntraLATA		3,038	25,003	\$ 5,252.67		\$ 3,682.12
Intrastate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	881	8,520	\$ 1,789.20	70.1%	\$ 1,254.23
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	907	7,023	\$ 1,474.83	70.1%	\$ 1,033.86
Total Intrastate		1,788	15,543	\$ 3,264.03		\$ 2,288.09
Interstate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,551	14,470	\$ 3,038.70	70.1%	\$ 2,130.13
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	3,981	30,709	\$ 6,448.89	70.1%	\$ 4,520.67
Total Interstate		5,532	45,179	\$ 9,487.59		\$ 6,650.80
Canadian	PrePaid	-	-	\$ -	70.1%	\$ -
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	2	13	\$ 7.80	70.1%	\$ 5.47
Total Interstate		2	13	\$ 7.80		\$ 5.47
Caribbean	PrePaid	229	2,826	\$ 593.46	70.1%	\$ 416.02
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	166	1,263	\$ 265.23	70.1%	\$ 185.93
Total Interstate		395	4,089	\$ 858.69		\$ 601.94
International	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	28	233	\$ 139.80	70.1%	\$ 98.00
Total Interstate		28	233	\$ 139.80		\$ 98.00
Total Collect		-	-	\$ -	0.0%	\$ -
Total PrePaid		30,924	291,771	\$ 61,281.95	70.1%	\$ 42,958.65
Total Debit Card		-	-	\$ -	0.0%	\$ -
Total Debit		38,508	302,168	\$ 63,551.22	70.1%	\$ 44,549.41
Grand Total		69,432	593,939	\$ 124,833.17		\$ 87,508.05
March Video Revenue				\$ 33,256.00	10.0%	\$ 3,325.60
Grand Total				\$ -		\$ 90,833.65

Monthly Commission Report
April, 2021
Settlement Date : 05/15/2021

Client ID: 3042 - Milwaukee County Jail
Pay To : Milwaukee County Sheriff
821 W State St
Milwaukee, WI 53233

Tariff Type	Call Type	#of Calls	Billed Minutes (round up)	Gross Revenue	%	Commission Earned
Local	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	24,096	225,968	\$ 47,461.44	70.1%	\$ 33,270.47
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	29,009	226,586	\$ 47,583.06	70.1%	\$ 33,355.73
Total Local		53,105	452,554	\$ 95,044.50		\$ 66,626.19
IntraCell	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	4,049	39,782	\$ 8,354.22	70.1%	\$ 5,856.31
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	4,309	33,439	\$ 7,022.19	70.1%	\$ 4,922.56
Total IntraCell		8,358	73,221	\$ 15,376.41		\$ 10,778.86
IntraLATA	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	1,383	11,644	\$ 2,445.24	70.1%	\$ 1,714.11
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	2,370	20,313	\$ 4,265.73	70.1%	\$ 2,990.28
Total IntraLATA		3,753	31,957	\$ 6,710.97		\$ 4,704.39
Intrastate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	692	7,519	\$ 1,578.99	70.1%	\$ 1,106.87
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	927	7,625	\$ 1,601.25	70.1%	\$ 1,122.48
Total Intrastate		1,619	15,144	\$ 3,180.24		\$ 2,229.35
Interstate	Collect	-	-	\$ -	0.0%	\$ -
	PrePaid	2,018	18,966	\$ 3,982.86	70.1%	\$ 2,791.98
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	4,085	31,194	\$ 6,550.74	70.1%	\$ 4,592.07
Total Interstate		6,103	50,160	\$ 10,533.60		\$ 7,384.05
Canadian	PrePaid	-	-	\$ -	70.1%	\$ -
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	2	9	\$ 5.40	70.1%	\$ 3.79
Total Interstate		2	9	\$ 5.40		\$ 3.79
Caribbean	PrePaid	62	421	\$ 88.41	70.1%	\$ 61.98
	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	88	569	\$ 119.49	70.1%	\$ 83.76
Total Interstate		150	990	\$ 207.90		\$ 145.74
International	Debit Card	-	-	\$ -	0.0%	\$ -
	Debit	103	635	\$ 381.00	70.1%	\$ 267.08
Total Interstate		103	635	\$ 381.00		\$ 267.08
Total Collect		-	-	\$ -	0.0%	\$ -
Total PrePaid		32,300	304,300	\$ 63,911.16	70.1%	\$ 44,801.72
Total Debit Card		-	-	\$ -	0.0%	\$ -
Total Debit		40,893	320,370	\$ 67,528.86	70.1%	\$ 47,337.73
Grand Total		73,193	624,670	\$ 131,440.02		\$ 92,139.45
March Video Revenue				\$ 34,786.40	10.0%	\$ 3,478.64
Grand Total		-	-	\$ -		\$ 95,618.09