COLUMBIA COUNTY-CONTRACT
Request for Records Freedom of Information Law

Note: Use of this form is recommended but not mandatory.

Date: March 18, 2020

To: Records Access Officer
Columbia County Sheriff’s Office

From: Inmate George Dahlbender
Name - Last, First, Middle (Title If Any)
Signature

Greenhaven Correctional Facility 594 Rt. 216 Stormville, NY 12582
Address - Street or P.O. Box, City, State Zip Code

Telephone (AC + Number) Fax (AC + Number)

☐ - Request to inspect records.
☒ - Request copy of records.

Fully describe the record(s) that you are seeking:
Inmate Service Contracts

Office Employee Accepting Application: ________________________________

Time Stamp: ________________________________
For Office Use Only

This agency complies with the Public Officer's Law, §89[1][b][iii] and 21 NYCRR, Part 1401 Titled "Public Access to Records." Within five (5) business days of the time stamped on the reverse side, the Columbia County Sheriff's office will respond to the request as follows:

☐ - Approved: Please contact this agency to arrange a mutually convenient time to review the record(s) requested. The contact person is:

☐ - Approved: The requested record(s) have been reproduced at your request. You are required to pay for the cost of reproduction before the record(s) are forwarded:

☐ - Copies @ $.25 per copy  Other Charges (Describe):

Total Charges:

☐ - Approved: The requested record(s) is enclosed.

☐ - Denied: ☐ - The requested record(s) is not maintained by this agency.
☐ - The record(s) is exempt from disclosure under the Public Officers Law, § 87(2) paragraph ____.
☐ - The record(s) is exempt under the Public Officer's Law, §89(2) because release of the record would be an unwarranted invasion of privacy.
☐ - The record(s) requested cannot be found after a diligent search.
☐ - The record is exempt by a statute other that the Public Officer's Law.
☐ - Compliance would require creation of a record that does not exist.
☐ - Other (Specify): ______

Remarks:

Phone contract attached. All others do not exist

John W. Davi  Undersheriff  March 18, 2020
Name, Title, Signature  Date

NOTICE: You have the right to appeal the denial of this application in writing within 30 days. Your appeal must contain:
1. The date and location of requests for records;
2. The records that were denied;
3. The name and address of the appellant (telephone number optional).

Appeals must be sent to Sheriff David P. Bartlett, Columbia County Sheriff's Office, 85 Industrial Tract, Hudson, New York 12534. If the Sheriff acted as the Records Officer and denied access to the record, the appeal will be forwarded by the Sheriff to the Chairperson, Columbia County Board of Supervisors. A copy of an appeal will be sent by this office immediately upon receipt to The Committee on Open Government, Department of State, 162 Washington Avenue, Albany, New York 12231. Within 10 days, the Appeals Officer shall inform the appellant and the Committee on Open Government the results of the appeal determination.
GLOBAL TEL*LINK CORPORATION  
12021 Sunset Hills Road, Suite 100  
Reston, Virginia 20190  
Telephone: 703-955-3910  
Fax: 703-435-0980  
Web: http://www.gtl.net

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made by and between "GTL," which refers to Global Tel*Link Corporation on behalf of itself and its affiliates identified in the applicable attached Service Schedules (individually and collectively, the "Company"), and the County of Columbia, NY, on behalf of the Columbia Sheriff's Department, with its principal place of business at 85 Industrial Tract, Hudson, NY 12535 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties ("Effective Date").

Any GTL Affiliate may sign a Service Schedule in its own name and such Service Schedule will be considered a separate, but associated, contract incorporating this Agreement and the Terms and Conditions; provided, however, that GTL shall be responsible for its Affiliates' performance pursuant to such Service Schedule. "Affiliate" means any entity that controls, is controlled by or is under common control with GTL.

1. Services. This Agreement applies to the supply, installation, management, operation, and maintenance of the equipment furnished and services provided by the Company as listed and described in each of the attached Service Schedules (collectively, "Services"). This Agreement establishes the terms and conditions under which the GTL entities will provide Services to Premises Provider at Premises Provider locations ("Facilities"). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement. Additional Service Schedules may be incorporated at a later point upon written agreement of the Parties. Service Schedules shall apply to Services located at Premises Provider Facilities, whether existing, newly installed or renovated.

- **Inmate Telephone Services**

Each GTL Affiliate contracting under this Agreement is only responsible for the performance of the Services as set forth in this Agreement and the relevant Service Schedule, and is not responsible for performance of any other Affiliate's obligations thereunder.

2. **Term.** This Agreement shall be in effect for three (35) years, commencing from the Effective Date ("Term"). Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").

3. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules, GTL's International, Interstate, and Intrastate tariffs and published rates, terms, and conditions (collectively, "Tariffs") that may govern the Services and are incorporated by reference into the Agreement. This Agreement and the above referenced attachments constitute the entire agreement between Premises Provider and the Company, and supersedes all other agreements between the Parties pertaining to the subject matter hereof. GTL may modify the Tariffs from time to time, and any modification will be binding upon Premises Provider upon the effective date of the Tariff revision as provided for under the rules of the applicable regulatory authority with which the Tariff is filed. If a conflict arises, the order of precedence is: (i) Tariffs to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a
conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.

4. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

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

**Company**
Global Tel*Link Corporation
on behalf of itself and its affiliates

[Signature]

Name: Jeffrey B. Haldinger
Title: President and COO
Date: [2/26/17]

**Premises Provider**
Columbia County Sheriff's Department

[Signature]

Name: David P. Bartlett
Title: Sheriff
Date: 

Columbia County Board of Supervisors

[Signature]

Name: Matt Murell
Title: Chairman of the Columbia County Board of Supervisors
Date: [2/26/17]

REVIEWS AS TO FORM

[Signature]

COLUMBIA COUNTY ATTORNEY