

RENSSELAER COUNTY LETTER



OFFICE OF THE RENSSELAER COUNTY ATTORNEY

Carl J. Kempf III
Rensselaer County Attorney

Steven F. McLaughlin
County Executive

Peter R. Kehoe
Special Counsel
FOIL Officer
(518) 270-2950
pkehoe@rensko.com

October 5, 2020

Green Haven Correctional Facility
Attn: George Dahlbender, 01A0341
594 Route 216
Stormville, New York 12582

Re: FOIL No. 2020-214

Dear Mr. Dahlbender:

I am the Freedom of Information Law ("FOIL") Officer for Rensselaer County and I acknowledge receipt of your FOIL request.

Without, at this time, acknowledging the existence of any of the requested records or admitting your right to examine or copy them, please be advised that our office will promptly review your request and will make the requested records available within twenty (20) business days, if such records exist and are releasable in accordance with the law. If we are unable to do so within twenty (20) business days from the date of this acknowledgement, we will provide you with written notice stating the reason and a date when the information will be available.

Please be advised that there is a usual fee of twenty-five cents (\$0.25) per standard page copied, as provided for by law. A different charge may apply in unusual circumstances.

If the records you seek do exist and are releasable, we will notify you of the total fee due when the records are assembled plus the cost of postage. Upon receipt of the fee and postage, the information to which you are entitled will be promptly provided to you.

Very Truly Yours,


Special Counsel
FOIL Officer

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100
Reston, Virginia 20190
Tel. 703-855-3915
Fax 703-435-0980
Web <http://www.globatellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Rensselaer County Jail, with an address at 4000 Main Street, Troy, NY 12180 ("Premise Provider").

1. Term. This Agreement shall be in effect for three (3) years, commencing from the date of the full execution of this Agreement. Commission calculations shall begin as of the first date of documented operation and first call completion. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for two (2) additional one (1) year terms.

2. Equipment. This Agreement applies to the installation, management, operation and maintenance of Inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: Rensselaer County Jail, 4000 Main Street, Troy, NY 12180 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. Services. At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. Remuneration to the Premise Provider shall be forty-five percent (45%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Rensselaer County Bureau of Finance
Ned Pattison County Government Center
1600 Seventh Avenue
Troy, NY 12180

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request.

To the extent permitted under the New York State Freedom of Information Act or other mandatory disclosure required by law or statute, from the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any request for proposal that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, provided, however, that the parties shall cause all Agents to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the

other party the opportunity to oppose the disclosure. Neither party will be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

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

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against

Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.

(g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

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

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:

Global Tel*Link Corporation
12021 Sunset Hills Road
Suite 100
Reston, Virginia 20190
Phone: (703) 955-3915
Fax: (703) 435-0980
ATTN: Dorothy E. Cukler, Esq.

To Premise Provider:

Rensselaer County Jail
4000 Main Street
Troy, NY 12180
Phone: (518) 270-5448
Fax:
ATTN: Rensselaer County Sheriff

With copy to:

Rensselaer County Attorney
Ned Pattison County Government Center
1600 Seventh Avenue
Troy, NY 12180

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of New York.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or

fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$1,000,000, whichever is lesser.

13. Risk of Loss. The Company and its Insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

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

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to

circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Survival. Upon the expiration or earlier termination of the term of this Agreement, the parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the parties. Notwithstanding the foregoing, Sections 7(f), 8, 9, 11, and 12 shall survive the expiration or earlier termination of this Agreement, and neither party will be released from any liability arising from any breach or violation by that party of the terms of this Agreement prior to the expiration or termination.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 4 day of March, 2010.

Company

Global Tel*Link Corporation

[Signature]
Signature

Name: Jeffrey B. Haidinger
Title: President, Services

Premise Provider

Rensselaer County Jail

[Signature]
Signature 3/4/10

Name: Kathleen M. Jimino
Title: County Executive

Approved as to form

[Signature] 3/1/10
STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget

[Signature] 3/3/10
Stacey A. Farrar
Director of Budget

RECEIVED
FEB 2 2010
RENSSELAER COUNTY
ATTORNEY'S OFFICE

RECEIVED
FEB 25 2010
RENSSELAER COUNTY
ATTORNEY'S OFFICE

RECEIVED
FEB 2 2010
RENSSELAER COUNTY
ATTORNEY'S OFFICE

Exhibit A

Facility Name and Address:

Rensselaer County Jail
4000 Main Street
Troy, NY 12180

Actual on-site equipment:

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

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

- ❖ One (1) GTL LazerPhone System
- ❖ Sixty-One Inmate Phones (31 Existing plus 30 additional)
- ❖ 365 Days of Recording Storage
- ❖ Two (2) Desktop Workstations
- ❖ Three (3) VPN Licenses
- ❖ One (1) TDD
- ❖ Two (2) No charge and No commlssion Public Payphones

12021 Sunset Hills Road, Ste 100
Reston, Virginia 20190
Tel. 703-955-3915
Fax 703-435-0980
Web <http://www.globaltellink.com>

RECEIVED
FEB 2 2010

LETTER OF AGENCY

RENSELAER COUNTY
ATTORNEY'S OFFICE

DATE: _____

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

_____ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

Rensselaer County Jail
4000 Main Street
Troy, NY 12180

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL*LINK CORP.** TO DO THE FOLLOWING:

- (X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES
- (X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

Kathleen M. Jimino 3/4/10
AUTHORIZED SIGNATURE

Kathleen M. Jimino
PRINTED NAME

County Executive
TITLE

(518) 270-5448
BUSINESS TELEPHONE

RECEIVED
FEB 25 2010

RENSELAER COUNTY
ATTORNEY'S OFFICE

Approved as to form
Stephen A. Pechenik 3/1/10
STEPHEN A. PECHENIK
Rensselaer County Attorney

**AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of the date of the last signature below (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and the Rensselaer County Jail, with an address at 4000 Main Street, Troy, NY 12180 ("County").

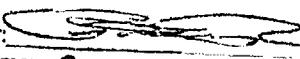
WHEREAS, Company and County previously entered into that certain Inmate Telephone Services Agreement dated as of March 4, 2010 (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

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

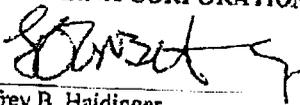
1. The Parties agree to extend the Agreement for an additional two (2) year term, commencing on the Effective Date (date of final signature) of this Amendment.
2. Company agrees to provide the County with a monthly commission rate of fifty-five percent (55%) on all intra-state calls. Company agrees that if the annual commission does not exceed the \$200,000 annual guarantec, Company will pay County the difference between the total annual commissions and \$200,000 annual guarantec.
3. Company agrees to provide a circuit for the County's video visitation service, as a cost of approximately fifteen hundred dollars (\$1500.00) per month during the term of this Amendment.
4. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
5. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

RENSELAER COUNTY JAIL

By: 
Name: PATRICIA A. RUSSO
Title: SHERIFF
Date: 12/20/17

GLOBAL TEL*LINK CORPORATION

By: 
Name: Jeffrey B. Haidinger
Title: President & CBO
Date: 12/16/17

JAN 11 2014
10:11 AM
JAN 11 2014

IPWEBVISITOR SERVICES AGREEMENT

THIS IPWEBVISITOR SERVICES AGREEMENT (this "Agreement") is made this 28 day of February, 2014 by and between the County of Rensselaer, located at 1600 Seventh Avenue, Troy in the State of NY (the "Owner") and Rensselaer County Sheriff's Office, located at 4000 Main Street, Troy in the State of NY (the "User Agency"; the Owner and User Agency are collectively referred to in this Agreement as the "Facility"), and Black Creek Integrated Systems Corp., an Alabama corporation ("Black Creek"). Hereinafter, the Facility and Black Creek may be individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, Black Creek has developed a Video Visitation System consisting of specialized computer hardware and software (the "System") which allows inmates incarcerated at the Facility ("Inmates") to participate in video visitation conferences over the Internet ("Visits") with public visitors ("Visitors") situated at remote locations or at the Facility;

WHEREAS, Black Creek has developed a web-based software application known as IPWebvisitor, accessible through the website at www.IPWebVisitor.com (the "Software"), designed for use in administering, controlling, and monitoring the operation of the System; and

WHEREAS, the Facility has purchased a System and now desires to further contract with Black Creek for use of the Software to administer, control, and monitor operation of the System and for additional services with respect to support and operation of such Software and the System.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
GRANT OF RIGHTS

In accordance with the terms and conditions of this Agreement, Black Creek hereby grants the Facility the right to access and use the Software through the website located at www.IPWebVisitor.com. This right shall include the right for Visitors desiring to meet with Inmates at the Facility to access, subject to accepting the Terms of Use and Privacy Policy of IPWebvisitor, the Software for the purposes of reserving, scheduling, rescheduling and paying for Visits.

ARTICLE II
SCOPE OF SERVICES

Section 2.1 Services to be Performed by Black Creek. During the term of this Agreement, Black Creek shall:

(a) Host the IPWebVisitor.com website and provide certain support services for the Software;

(b) Provide those personnel designated by the Facility with administrative access to the Software for the purposes of administering, monitoring, and controlling the System and scheduling and facilitating Visits;

(c) Provide Visitors access to IPWebvisitor.com for the purpose of making reservations for, scheduling, rescheduling, paying for, and participating in Visits;

(d) Provide, directly or through a third party, a mechanism to allow Visitors to pay for Visit reservations using credit cards; and

(e) Provide certain maintenance and support services with respect to the Software and the System including:

(i) online technical support for the Software during the hours of 7:30 a.m. to 5:00 p.m., Central Time, Monday through Thursday, and 7:30 a.m. to 12:00 noon, Central Time, on Friday, excluding all national holidays. The Facility will be provided with a toll-free telephone number it may use for after hours emergency technical support. No technical support will be provided to Visitors.

(ii) the services Black Creek determines, in its sole discretion, are necessary to maintain the Software in a condition that is suitable for use as contemplated by this Agreement.

(iii) training for Facility personnel in the use of the Software. Such training shall be provided through a live webinar scheduled at a mutually agreeable time. Once trained, the Facility personnel will be responsible for training additional personnel. Additional training sessions from Black Creek may be provided at the discretion of Black Creek and subject to the availability of Black Creek training personnel.

Section 2.2 Responsibilities of the Facility. During the term of this Agreement, the Facility shall:

(a) Provide Internet connectivity and bandwidth in accordance with Black Creek's engineering standards as described in Exhibit A attached hereto;

(b) Provide inmate data and visit scheduling requirements in an electronic format for use by the Software's scheduling module as described in Exhibit B attached hereto or as Black Creek may specify from time to time;

(c) Provide sufficient personnel and supervision to cause the System and Software to be utilized and operated in accordance with any applicable federal, state, or local laws or ordinances and any applicable regulations of any governmental agencies which exercise regulatory oversight of Facility operations;

(d) Maintain the System in a manner so as to assure its full and proper operation at all times;

(e) Ensure that all personnel granted administrative access to the Software have sufficient training to operate the System;

(f) When receiving a Visitor request for Professional Visitor status, grant or deny such status within a reasonable time (for purposes of this Agreement, a "Professional Visitor" shall be a Visitor with a confidential relationship to one or more inmates, such as clergy or attorneys); and

(g) Use reasonable efforts to ensure that Inmates and the System are available as scheduled for Visits.

ARTICLE III **TERM AND TERMINATION**

Section 3.1 Term of Agreement. Unless otherwise terminated as provided for herein, the term of this Agreement shall be for one (1) year; and shall automatically renew for successive one (1) year terms, unless either party notifies the other of its intent to terminate no less than thirty (30) days prior to the end of the then current term.

Section 3.2 Termination.

(a) **Termination Without Cause.** Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Party.

(b) **Termination by Black Creek.** Black Creek shall have the right to immediately terminate this Agreement by written notice to the Facility if the Facility is in material default of any provision of this Agreement or its obligations under this Agreement and such default has not been remedied within the cure period specified in a notice of default delivered by Black Creek.

Section 3.3 Obligations Upon Termination. Upon expiration or termination of this Agreement, all rights granted to the Facility hereunder will terminate and the Facility's access to the Software will be terminated immediately. If, at the time of termination or expiration, there are any reservations for which Visitors have paid but which Visits have not occurred, the Facility will be responsible for refunding to Black Creek its portion of such Usage Fees within ten (10) days of the date of termination or expiration, and Black Creek shall be responsible for refunding the Usage Fees to the Visitors.

ARTICLE IV **FEES**

Section 4.1 Establishment of Rates and Time for Visits. The Facility may establish usage fees ("Usage Fees") and time increments for Visits in such amounts and time increments as the Facility may determine from time to time. The Facility shall be solely responsible for entry of such Usage Fee and time increment information into the administration pages of the Software.

Section 4.2 Administrative Fees. In consideration for the rights granted under this Agreement, Black Creek shall be entitled to, and Facility shall pay to Black Creek, an

"Administrative Fee" equal to the greater of ten percent (10%) of the total cost of each Visitor's reservation, or \$3.00 per reservation. Black Creek reserves the right to increase or decrease the Administrative Fee from time to time in its sole discretion upon thirty (30) days prior written notice to the Facility.

Section 4.3 Collection and Remittance of Fees. All Visit reservations shall be made via the Software. Black Creek shall collect any and all Usage Fees associated with Visit reservations at the time such reservations are made. Black Creek shall remit all collected Usage Fees, less the Administrative Fees, to the Facility on a monthly basis. Remittance of all collected Usage Fees, less the Administrative Fees, shall be made and a detailed statement of the preceding month's Usage Fee collections shall be provided to the Facility within fifteen (15) days of the end of the preceding month. In the event the Usage Fees are not sufficient to cover the Administrative Fees and any "Charge Backs" (as defined below), Black Creek will invoice the Facility and the Facility shall be responsible for paying to Black Creek the difference between the sum of the Administrative Fees and the Charge Backs less the Usage Fees.

Section 4.4 Refunds. There shall be no refunds of Usage Fees. In the event a Visit cannot be conducted due to the unavailability of the Software or an error in the operation of the Software, which unavailability or error is beyond the control of the Facility or the Visitor, the Facility may issue the Visitor a substitute reservation code and there will be no Administrative Fee associated with the substitute reservation. In the event a Visit cannot be conducted for any other reason, the Facility may, in its discretion, provide the Visitor with a substitute reservation code; however, the applicable Administrative Fee will be collected for the use of each substitute reservation code. For purposes of clarification, technical problems with the System, including, but not limited to lack of bandwidth, microphone malfunctions or camera malfunctions, and unavailability of an Inmate for any reason are the responsibility of the Facility.

Section 4.5 Charge Backs. In the event any credit card charges are contested, Black Creek shall work with the credit card companies to investigate and resolve the inquiry. In such event, any fees resulting from the inquiry and any charge backs that are ultimately imposed by the credit card company (collectively the "Charge Backs") shall be deducted from the amounts payable to the Facility.

ARTICLE V

WARRANTIES AND REPRESENTATIONS

Section 5.1 Remedies for Defect. Black Creek shall have no obligation to correct, cure, or otherwise remedy any defect in the Software if the defect cannot be reliably reproduced, if the Facility has misused or damaged the Software in any respect, or if the Facility has not reported the existence or nature of such defect to Black Creek promptly upon discovery thereof. Black Creek will use reasonable efforts to cure any defect in the Software that is reported by the Facility and can be reliably reproduced; however, Black Creek shall not have any obligation to correct or cure any such defects. In the event of a defect in the Software that Black Creek does not correct or cure after a reasonable opportunity to do so, the Facility's sole and exclusive remedy for such defect shall be to terminate this Agreement and cease use of the Software.

Section 5.2 Warranties. The Facility represents and warrants to Black Creek that the Facility possesses the necessary expertise and skill in the technical areas pertaining to the System and the Software to make and has made its own evaluation as to the ability of the System to meet the Facility's needs and that any activity undertaken with respect to the System and the Software, including, but not limited to the implementation of Visits and the monitoring and recording of Visits, will be conducted in compliance with all applicable laws, rules, and regulations.

Section 5.3 Disclaimer. THE SYSTEM AND SOFTWARE ARE PROVIDED AS-IS AND BLACK CREEK DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Section 5.4 Limitation of Liability. IN NO EVENT SHALL BLACK CREEK BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LIQUIDATED, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. WITHOUT LIMITING THE FOREGOING, THE FACILITY SHALL BE SOLELY RESPONSIBLE FOR THE MONITORING OR RECORDING OF ANY VISITS AND BLACK CREEK SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF THE MONITORING OR RECORDING OF VISITS OR ANY USE MADE OF SUCH RECORDINGS BY THE FACILITY.

ARTICLE VI PROPRIETARY RIGHTS

Section 6.1 Proprietary Rights. The Facility acknowledges and agrees that the Software is the proprietary property of Black Creek and that Black Creek is the owner of all right, title, and interest (including all associated intellectual property rights such as copyrights, trademarks, patents, trade secrets, and other proprietary information relative to the Software) in and to the Software. All information related directly or indirectly to the Software, its development, and any other matters are trade secrets of Black Creek and may not be disclosed or used by the Facility for any purpose except for using the Software as permitted by this Agreement, and all such information shall be considered Confidential Information as specified in Article VII hereof.

Section 6.2 Ownership. Title, ownership rights, and intellectual property rights in the Software and any and all customizations, improvements, modifications, fixes, or enhancements that arise as a result of or during the term of this Agreement, regardless of whether such items are created or suggested by the Facility, shall remain with Black Creek. The Facility acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit, or interfere in any manner with Black Creek's ownership of or rights with

respect to the Software. The Software is protected by copyright and other intellectual property laws and by international treaties.

Section 6.3 Reproduction. Any materials accompanying the Software are provided to the Facility solely to support authorized use of the Software. The Facility may not use, copy, modify, or distribute such materials, or any copy, adaptation, transcription, or merged portion thereof.

Section 6.4 Recordings. In the event the Facility chooses to use the capabilities of the System to record Visits, the Facility shall be the owner of and responsible for all recordings of any Visits. The Facility is responsible for assuring that any monitoring, participation in, recording of, or storage of recordings of Visits is in compliance with all applicable laws, rules and regulations.

ARTICLE VII **CONFIDENTIALITY**

Section 7.1 Confidentiality. The Facility shall at all times, both during the term of this Agreement and for a period of at least ten (10) years after expiration or termination of this Agreement, keep in confidence all Confidential Information (as defined below) using at least the standard of care that the Facility uses with its own information of this nature, but in no event less than reasonable care. The Facility shall not use any Confidential Information other than in the course of its permitted activities hereunder. Without the prior written consent of Black Creek, the Facility shall not disclose any Confidential Information except on a "need to know" basis to any employee or contractor under binding obligations of confidentiality at least as restrictive as those set forth herein. If the Facility is legally compelled to disclose any of Black Creek's Confidential Information, then, prior to such disclosure, the Facility will (i) assert the privileged and confidential nature of the Confidential Information and (ii) cooperate fully with Black Creek in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the Facility shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

Section 7.2 Confidential Information. "Confidential Information" shall mean this Agreement and any information regarding Black Creek's Software, business plans, marketing plans, affiliated parties, potential customers, customer and supplier lists, pricing information, screen shots, printed reports, installation software, training materials, and any and all information Black Creek discloses to the Facility, except for information which the Facility can demonstrate: (a) is previously rightfully known to the Facility without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the Facility, generally known in the relevant industry or public domain; (c) is disclosed to the Facility by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the Facility without access to the Confidential Information.

Section 7.3 Trade Secrets. Without limiting the above, the Facility agrees to maintain the confidentiality of any Trade Secrets of Black Creek for as long as such information remains a Trade Secret under applicable law. "Trade Secret" information covered by this

restriction shall include, but not be limited to, any and all information relative to the Software and related documentation and materials. All terms and conditions with respect to Confidential Information shall pertain to Trade Secrets except that the obligation of non-disclosure shall be perpetual with respect to Trade Secrets.

ARTICLE VIII **RESTRICTIONS ON USE**

Except as otherwise expressly permitted in this Agreement, the Facility may not: (i) modify or create any derivative works of the Software or documentation, including translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for or otherwise recreate all or any portion of the Software; (iii) except as provided herein, redistribute, encumber, sell, rent, lease, license, use the Software in a timesharing or service bureau arrangement, or otherwise transfer rights to the Software; (iv) copy the Software (except for a single archival copy which must be stored on media other than a computer hard drive) or related documentation and materials (copies shall contain all the notices regarding proprietary rights that were contained in the Software originally delivered by Black Creek); (v) remove or alter any trademark, logo, copyright, or other proprietary notices, legends, symbols, or labels in the Software; (vi) modify any header files or class libraries in any Software; (vii) if applicable, create, alter, or view tables or reports relating to any database portion of the Software (except as necessary for operating the Software); or (viii) publish any results of benchmark tests run on any Software to a third party.

ARTICLE IX **MISCELLANEOUS PROVISIONS**

Section 9.1 Entire Agreement. This Agreement, together with any Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the Parties relating to the subject matter hereof, and all past courses of dealing or industry custom.

Section 9.2 Amendment. This Agreement may be amended only by a writing signed by authorized representatives of both Parties.

Section 9.3 Dispute Resolution.

(a) In the event of a dispute between the Parties arising out of or related to this Agreement, the Parties shall submit the dispute to binding arbitration. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Black Creek, one to be appointed by the Facility, and the third to be appointed by the other two arbitrators. The arbitration shall be conducted in accordance with the commercial rules of the American Arbitration Association, which shall administer the arbitration. The arbitration, including the rendering of the award, shall take place in Birmingham, Alabama and shall be the exclusive forum for resolving such dispute. The decision of the arbitrators shall be final and binding upon the parties and the expense of the arbitration, including, without limitation, the award of attorneys' fees to the prevailing party, shall be paid as the arbitrators determine.

(b) Notwithstanding any provision of this Agreement to the contrary, either Party may seek temporary or preliminary injunctive relief as necessary to preserve or protect such Party's Confidential Information.

(c) The Parties hereby consent to the personal jurisdiction of the federal and state courts located in Birmingham, Alabama with respect to all claims or other causes of action arising from or under this Agreement.

Section 9.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama.

Section 9.5 **Severability.** If any provision of this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

Section 9.6 **Attorneys' Fees.** If any dispute arises under this Agreement, the prevailing Party shall be reimbursed by the other Party for any and all legal fees and costs associated therewith.

Section 9.7 **No Waiver.** A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

Section 9.8 **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile or electronic mail, provided that a copy is mailed by registered or certified mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service with delivery confirmation, or by registered or certified mail, return receipt requested, in each case to the appropriate address, facsimile numbers, and electronic mail address set forth below or as either party may instruct in writing from time to time:

If to the Facility:

To the Owner -

County of Rensselaer

Attn: _____

1600 Seventh Avenue

Troy, NY 12180

Facsimile: 518-270-2983

E-mail: _____

To the User Agency -

Rensselaer County Sheriff's Office

Attn: _____

4000 Main Street

Troy, NY 12180

Facsimile: 518-270-5447

E-mail: _____

If to Black Creek:

Black Creek Integrated Systems Corp.
Attn: Ike Newton
2900 Crestwood Boulevard
Irondale, Alabama 35210
Facsimile(205 949-9910
E-mail: inewton@blackcreekisc.com

Section 9.9 Survival. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

Section 9.10 Assignment. Neither Party may assign or otherwise transfer by operation of law or otherwise this Agreement or any rights or obligations or obligations herein without the prior express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 9.11 Successors and Assigns; Third Party Beneficiaries. This Agreement is entered into by and among the Parties for the exclusive benefit of the Parties and their successors and permitted assigns. This Agreement is not intended for the benefit for any creditor of any Party or any other third party.

Section 9.12 Counterparts / Electronic Signatures. This Agreement may be executed in counterparts or by facsimile, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. Faxed or scanned and emailed signatures shall be binding on the Parties to the same extent as an original signature.

Section 9.13 Force Majeure. Neither party shall be in default or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from any cause beyond its reasonable control, including, but not limited to, failure of telephone or networking systems that impact internet functionality.

Section 9.14 Independent Contractor. The relationship between the Parties is that of independent contractors and neither Party has the authority to bind or act on behalf of the other Party without obtaining such other Party's prior written consent. The Parties do not intend to create an employer/employee relationship and do not intend that this Agreement be deemed to constitute, create, or in any way be interpreted as creating such a relationship between the Parties.

Section 9.15 Headings. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

FACILITY:

Owner

County of Rensselaer _____

By: Kathleen M. Jimino 2/28/14

Name: Kathleen M. Jimino

Its: County Executive

User Agency

Rensselaer County Sheriff's Office

By: Jack Maher

Name: Jack Maher

Its: Sheriff

BLACK CREEK:

**BLACK CREEK INTEGRATED
SYSTEMS CORP.**

By: [Signature]

Name: I.E. Newton, III

Its: President

Approved as to form

[Signature] 2/24/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget

[Signature]
Stacey A. Farrar
Director of Budget



Exhibit "A"

Black Creek Integrated Systems Corp. Internet Connection for IP Web Visitor Agency Requirements

DOCUMENT NAME:	Internet Connection for IP Web Visitor – Agency Requirements
PURPOSE:	This document describes the agency's requirements and responsibilities in providing an internet connection for the IP Web Visitor Video Visitation System.
DATE:	September 27, 2012
ORGANIZATIONS AFFECTED:	Entities wishing to install and utilize Black Creek's IP Web Visitor Video Visitation System.

- Agency is responsible for providing an internet connection for the Video Visitation network.
- Recommended internet connection bandwidth is 1Mbps symmetrical per concurrent inmate station.*
- Minimum internet connection bandwidth is 512Kbps symmetrical per concurrent inmate station.*
- Bandwidth must be consistent and reliable.
- Agency must provide 2 real world public IP addresses to be utilized by the Video Visitation system.
- Provided internet connection wiring must be physically accessible from Black Creek's Video Visitation equipment rack.

**Remote/off-site monitoring of visits requires an additional 2-4Mbps symmetrical per monitor (both the agency's and monitor's internet connections). This does not apply to monitoring stations attached to the Video Visitation network.*

BLACK CREEK INTEGRATED SYSTEMS CORP.
2900 CRESTWOOD BOULEVARD
IRONDALE, AL 35210
Phone: (205) 949-9900
Fax: (205) 949-9910

MAILING ADDRESS:
P.O. BOX 101747
IRONDALE, AL 35210

1 | Page



Exhibit "B"
Black Creek Integrated Systems Corp.
IP Web Visitor / JMS Integration
Agency Requirements

DOCUMENT NAME:	IP Web Visitor / JMS Integration Agency Requirements
PURPOSE:	This document describes the agency requirements to integrate a JMS with Black Creek's IP Web Visitor system.
DATE:	September 11, 2012
ORGANIZATIONS AFFECTED:	Entities wishing to interface with Black Creek's IP Web Visitor system.

Agency Requirements

Agency Hosted Visitation (agencies with their own Video Visitation servers)

- Agency will periodically create a file with a "snap shot" of in custody inmates.
- Agency is responsible for placing the file in a shared location on a network accessible through the Video Visitation firewall / router (e.g. County network).
- Agency will be responsible for ensuring the County network wiring is physically accessible in the Video Visitation equipment rack.
- Agency to provide all log in credentials to access the shared location on the County network.
- The frequency of updates to the file should be no more than 15 minutes.
- When inmates are released from custody, they should no longer be included in the XML file.
- The format for data representation is XML. Attached XSD (IMSIntegration.xsd) describes the schema for the XML.

Black Creek Hosted Visitation (agencies' visitation is hosted by Black Creek and therefore agency **DOES NOT** have a Video Visitation server.)

- Agency will periodically create a file with a "snap shot" of in custody inmates.
- A transmission service provided by Black Creek will transmit the "snap shot" file over the internet to Black Creek's cloud hosting service.
- Transmission is accomplished using SSL over HTTPS, port 443.
- Agency must ensure outbound initiated bi-directional access to the internet over port 443 from the machine in which the transmission service is installed.
- The transmission service must have full control (read/write access) to the "snap shot" file.
- The frequency of updates to the "snap shot" file should be no more than 15 minutes.
- When inmates are released from custody, they should no longer be included in the XML file.
- The format for data representation is XML. Attached XSD (IMSIntegration.xsd) describes the schema for the XML.

Table Definition

Table Name	Description
Inmates	Includes only "in custody" inmates from the IMS. When inmates are released, the inmate will no longer be included in this table.
ExceptionTimes	Includes the start and end times of when inmates are unavailable.

InmateType Elements

Element Name	Data Type	Required	Max	Format	Description
First Name	String	Yes	50	Free Text	The first name of the inmate.
Last Name	String	Yes	50	Free Text	The last name of the inmate.
DisableNewVisits	Boolean	Yes	1	1 or 0	If true, the inmate cannot be scheduled for new visits.
DisableNewVisitReason	String	No	30	Free Text	The reason why the inmate cannot be scheduled for a new visit.
DisablePendingVisits	Boolean	Yes	1	1 or 0	If true, all scheduled visits for the inmate will be canceled.

DisablePendingVisitReason	String	No	30	Free Text	The reason why the inmate's visits are being canceled.
LocationID	String	Yes	15	Free Text	The location identifier for the inmate.
InmateID (Attribute)	String	Yes	50	Free Text	A unique identifier for the inmate.

ExceptionTimesType Elements

Element Name	Data Type	Required	Max	Format	Description
InmateID	String	Yes	50	Free Text	This ID is a foreign key to the Inmates table.
StartTime	DateTime	Yes	19	MM/dd/yyyy HH:mm:ss	The start time of the inmate's unavailability.
EndTime	DateTime	Yes	19	MM/dd/yyyy HH:mm:ss	The end time of the inmate's unavailability.

Additional Notes

There are three mechanisms in the xml file that affect the inmate's visiting schedule. Each of these three things is separate and do not interact with each other.

1. DisableNewVisits – This will stop any visits from being scheduled for that inmate when it is set to 1. When the flag is set back to 0, then visit scheduling can resume for that inmate.
2. DisablePendingVisits – This will cancel every visit that inmate has currently scheduled. These visits will not come back when the flag is set to 0.
3. Time Exceptions – This will stop any visits from being scheduled for that inmate for the time range specified.

Green Haven C.F.
594 Rte. 216
Stormville, N.Y. 12582

Mr. David Weprin
185-06 Union Turnpike
Fresh Meadows, NY 11366

January 25, 2021

Mr. Weprin,

I hope this letter finds you and your family safe and healthy. I am writing about a subject that is becoming a hot button issue at this facility among the inmate population.

As you are surely aware DOCCS again stopped its inmate population from receiving visits from family and community members. This change in policy was again touted as a measure to protect the Staff and inmate population from the Corona Virus/COVID-19.

Since December 30, 2020, DOCCS has only stopped inmate related visitors from entering the facility. All DOCCS Staff (either Officers or Civilian) are still entering and exiting the facility. Also, all Civilian Outside Contractors have been coming in and out since September. Every person who enters or leaves a facility (every day) is a potential Threat Vector for the Corona Virus/COVID-19 to enter the facility and infect both Staff and inmate population.

This policy of just restricting inmate related visitors and not all non-essential personell from entering the facility seems a contradiction that this policy is a measure to protect DOCCS Staff and the inmate population from the Corona Virus/COVID-19, since the more entrances/exits raise the potential for the Virus to enter the facility. Furthermore, even though there is a Mask Mandate upon both the Staff and inmate population, Staff are still lax with the wearing of their masks when superiors are not around.

The inmate population has recently become aware that DOCCS Staff were being offered the Vaccine. At the sametime the inmate population has become aware that

DOCCS Staff are refusing the Vaccinations. The Vaccination of Staff would be a major measure to prevent Corona Virus/COVID-19 from entering the facility, thus protecting both Staff and the inmate population.

Since DOCCS Staff are refusing to be Vaccinated this furthers the inmate populations feeling that DOCCS and it's Staff, who fought to stop inmates visitors to protect themselves from the Virus, are actually using the Corona Virus/COVID-19 as an excuse to punish the inmate population and prevent oversight within the facility.

By DOCCS Staff refusing the offered Vaccine to protect themselves from the Corona Virus/COVID-19 this simple act alone should alleviate DOCCS's Staff from arguing that inmate visitors are a threat to their health and safety while on the job. They have clearly demonstrated by refusing this major protective measure that they really are not concerned with their health and safety while on the job nor the inmate populations health and safety that they are responsible for - Care, Custody, and Control as they say their motto is.

In summary, the only protective measure DOCCS has taken to keep the Virus from entering their facilities is to prevent ONLY inmate related visitors from entering it's facilities. Therefore still allowing the greatest Threat Vector of the Virus entering it's facilities to continue, their own Staff.

In light of these facts the Inmate Population is requesting that their Visiting Priviledges be restored with their family members and community members. It is quite obvious that neither DOCCS or their Staff care about the health and safety of the inmate population. Therefore the inmate population is willing to take the same risk with their visitors as they do with DOCCS's unmasked/unvaccinated Staff everyday.

Thank you very much for your assistance. I hope that you and your family remain safe and healthy throughout the current health crisis.

Respectfully,



Rensselaer County, NY
MAG Schedule

Year 3 - check on renewal
12/26/19 - 1/25/20

Fiscal Period	Total Revenue	Interstate Revenue	Commissionable Revenue	Commission	Annual MAG	
					\$200,000.00	Monthly MAG
Jan-20	\$32,298.29	\$3,535.77	\$28,762.52	\$15,819.39	\$184,180.61	\$16,666.67
Feb-20	\$33,692.80	\$4,241.16	\$29,451.64	\$16,198.40	\$167,982.21	\$16,666.67
Mar-20	\$37,974.39	\$4,382.07	\$33,592.32	\$18,475.78	\$149,506.44	\$16,666.67
Apr-20	\$40,266.74	\$4,948.86	\$35,317.88	\$19,424.83	\$130,081.60	\$16,666.67
May-20	\$42,598.23	\$4,363.80	\$38,234.43	\$21,028.94	\$109,052.67	\$16,666.67
Jun-20	\$40,870.34	\$4,171.44	\$36,698.90	\$20,184.40	\$88,868.27	\$16,666.67
Jul-20	\$29,309.68	\$1,988.28	\$27,321.40	\$15,026.77	\$73,841.50	\$16,666.67
Aug-20	\$32,044.54	\$2,175.39	\$29,869.15	\$16,428.03	\$57,413.47	\$16,666.67
Sep-20	\$35,661.23	\$3,040.38	\$32,620.85	\$17,941.47	\$39,472.00	\$16,666.67
Oct-20	\$37,236.53	\$2,685.07	\$34,551.46	\$19,003.30	\$20,468.70	\$16,666.67
Nov-20	\$36,588.61	\$4,151.28	\$32,437.33	\$17,840.53	\$2,628.17	\$16,666.67
Dec-20			\$0.00	\$0.00	\$2,628.17	
TOTALS	\$398,541.38			\$197,371.83		\$183,333.33
(Over) / Under MAG						(\$14,038.50)

Global Tel*Link
Rensselaer County NY, DMxx
Inmate Calling Rates
2/5/2014

		1st Time of Day		2nd Time of Day		3rd Time of Day	
Miles		1st min	Add min	1st min	Add min	1st min	Add min
Local (Rate type 2)							
	Collect/Direct Bill	ALL	1.85 0.10	1.85 0.10	1.85 0.10	1.85 0.10	0.10
	Advance Pay	ALL	1.85 0.10	1.85 0.10	1.85 0.10	1.85 0.10	0.10
IntraState IntraLata (Rate type 4)							
	Collect/Direct Bill	ALL	1.95 0.20	1.95 0.20	1.95 0.20	1.95 0.20	0.20
	Advance Pay	ALL	1.95 0.20	1.95 0.20	1.95 0.20	1.95 0.20	0.20
IntraState InterLata (Rate type 5)							
	Collect/Direct Bill	ALL	4.35 0.40	4.35 0.40	4.35 0.40	4.35 0.40	0.40
	Advance Pay	ALL	4.35 0.40	4.35 0.40	4.35 0.40	4.35 0.40	0.40
InterState IntraLata (Rate type 6)							
InterState InterLata (Rate type 7)							
	Collect/Direct Bill	ALL	0.25 0.25	0.25 0.25	0.25 0.25	0.25 0.25	0.25
	Advance Pay	ALL	0.21 0.21	0.21 0.21	0.21 0.21	0.21 0.21	0.21
FCC International (Rate type 9)							
	Collect/Direct Bill	ALL	0.25 0.25	0.25 0.25	0.25 0.25	0.25 0.25	0.25
	Advance Pay	ALL	0.21 0.21	0.21 0.21	0.21 0.21	0.21 0.21	0.21
NADP							
	Collect/Direct Bill	ALL	4.84 0.89	4.84 0.89	4.84 0.89	4.84 0.89	0.89
	Advance Pay	ALL	4.84 0.89	4.84 0.89	4.84 0.89	4.84 0.89	0.89

Call type	Surcharge	Cost per minute
Local		\$1.75 0.10
Intra-lata		\$1.75 0.20
Inter-lata		\$3.95 0.40
Inter state		\$0.00 .21 AP / .25 collect

The inmate is calling Inter-lata. $3.95 + .40 \times 20 = 11.95$. The calls are long distance, but still in NY state, so he is getting hit with the highest charges for the calls



OFFICE OF THE RENSSELAER COUNTY ATTORNEY

Carl J. Kempf III
Rensselaer County Attorney

Steven F. McLaughlin
County Executive

Peter R. Kehoe
Special Counsel
FOIL Officer
(518) 270-2950
pkehoe@rensco.com

March 1, 2021

VIA EMAIL ONLY: afenster@prisonpolicy.org

Prison Policy Initiative
Attn: Andrea Fenster
69 Garfield Avenue
Easthampton, Massachusetts 01027

Re: FOIL No. 2021-010

Dear Ms. Fenster:

In response to the above referenced request, after a diligent search, the Rensselaer County Sheriff's Department has located records responsive to your request. Those records are enclosed.

If you have any questions regarding this matter, you may contact me at the above address and telephone number.

Very Truly Yours,


Special Counsel
FOIL Officer



OFFICE OF THE RENSSELAER COUNTY ATTORNEY

Carl J. Kempf III
Rensselaer County Attorney

Steven F. McLaughlin
County Executive

Peter R. Kehoe
Special Counsel
FOIL Officer
(518) 270-2950
pkehoe@rensco.com

January 21, 2021

VIA EMAIL ONLY: afenster@prisonpolicy.org

Prison Policy Initiative
Attn: Andrea Fenster
69 Garfield Avenue
Easthampton, Massachusetts 01027

Re: FOIL No. 2021-010

Dear Ms. Fenster:

I am the Freedom of Information Law ("FOIL") Officer for Rensselaer County and I acknowledge receipt of your FOIL request.

Without, at this time, acknowledging the existence of any of the requested records or admitting your right to examine or copy them, please be advised that our office will promptly review your request and will make the requested records available within twenty (20) business days, if such records exist and are releasable in accordance with the law. If we are unable to do so within twenty (20) business days from the date of this acknowledgement, we will provide you with written notice stating the reason and a date when the information will be available.

Please be advised that there is a usual fee of twenty-five cents (\$0.25) per standard page copied, as provided for by law. A different charge may apply in unusual circumstances.

If the records you seek do exist and are releasable, we will notify you of the total fee due when the records are assembled plus the cost of postage. Upon receipt of the fee and postage, the information to which you are entitled will be promptly provided to you.

Very Truly Yours,

A handwritten signature in blue ink that reads "Peter R. Kehoe". The signature is fluid and cursive.

Special Counsel
FOIL Officer

MEMORANDUM FOR THE RECORD

DATE: 10/15/54

TO: SAC, NEW YORK

FROM: SAC, NEW YORK

SUBJECT: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]