

**ORANGE COUNTY CONTRACT**



# ORANGE COUNTY SHERIFF'S OFFICE

110 WELLS FARM ROAD GOSHEN, NEW YORK 10924- 6740

845-291-4033

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SHERIFF CARL E. DUBOIS

KENNETH T. JONES  
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ANTHONY J. WEED  
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DENNIS D. BARRY  
CHIEF DEPUTY

ANTHONY M. MELE  
CORRECTIONS ADMINISTRATOR

[WWW.ORANGECOUNTYGOV.COM](http://WWW.ORANGECOUNTYGOV.COM)

July 10, 2020

Dahlbender, George 01-A-0341  
Green Haven Correctional Facility  
594 Route 216  
Stormville, NY 12582

RE: F.O.I.L. Request # 20-0169

Enclosed please find 6 pages of records requested. This satisfies request #1. Be advised that #2 & #3 are N/A/ no such record.

We do not waive other grounds of exemption by limiting our response to the above, and reserve the right to assert such if this matter is appealed. Should you wish to appeal this determination, you may do so in writing to the attention of:

**FOIL Appeals Officer**  
Orange County Department of Law  
Government Center  
255 Main Street  
Goshen, New York 10924

Sincerely,

Brian Redner  
Corrections Officer

~ A C C R E D I T A T I O N S ~



## INMATE TELEPHONE SERVICE AGREEMENT

This Agreement, is entered into as of the ~~date signed by both parties ("Effective Date")~~ by and between the County of Orange (the "County"), 255 Main Street, Goshen, New York 10924, and Global Tel\*Link Corporation, 2609 Cameron Street, Mobile, Alabama 36607 (the "Company").

**1. Term:** ~~The initial term of this Inmate Telephone Service Agreement shall be for five (5) years, commencing on the Effective Date.~~ Commission calculations shall begin as of the first documented operation and first call completion on or after the Effective Date. This Agreement may, at the discretion of the County, be renewed for an additional three (3) one year periods.

**2. Services:** This Agreement applies to the installation, management, operation, repair and maintenance of the inmate telephones, and related Equipment (as defined below), furnished by the Company to the Orange County Correctional Facility, 110 Wells Farm Road, Goshen, New York 10924.

The Company shall be responsible for: (a) providing inmate telephone service at the Orange County Correctional Facility (the "Facility"); (b) all management services necessary to implement this Agreement; (c) furnishing, installing, operating, repairing, maintaining and/or servicing the Equipment utilized to provide inmate telephone service at the Facility, which includes Equipment necessary to digitally record, and electronically store, telephone communications made from inmate telephones; (d) complying with all tariffs, rules, regulations, statutes, orders, and policies of federal and state regulatory authorities applicable to the inmate telephone and automated operator services provided by the Company; (e) establishing and maintaining all billing and payment arrangements with the local and interexchange carriers; (f) processing all call records; (g) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (h) 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.

**3. Equipment:** The term "Equipment" shall be defined as the inmate telephone sets and related equipment. This includes, but is not limited to, the following:

- a. LazerPhone platform (existing);
- b. Inmate telephones, which are coinless telephones at the Facility that are restricted to inmate use (ninety-four existing);
- c. Desktop workstations, including a monitor, CPU, headset, speakers, keyboard, and mouse at each workstation (two existing workstations);
- d. VPN licenses (5);
- e. Telecommunication devise for the deaf (TDD) (one existing);

The County has the right to utilize the Equipment at the Facility to access, view and print documentation providing details relating to all telephone calls made from the Facility on inmate

telephones. The County shall not connect hardware or install software on Equipment without the Company's written approval, which may be withheld in Company's sole discretion..

The County shall furnish and maintain consumables for peripheral equipment associated with the inmate telephone system. Consumables, for purposes of this Agreement, consist of items such as printers, printer paper, printer cartridges, and compact disks (or other storage medium).

**4. Recordings:** The communications of the inmates at the Facility that utilize the "Inmate Telephone System shall be digitally recorded. Recordings shall be maintained by the Company for a period of one (1) year. While the agreement is in effect, the County shall have the ability to access these recordings from the Equipment at the workstations located in the Facility, or remotely via an internet connection, for one (1) year following the date the communication was recorded. During that period, the County shall have the ability to download to disc the recordings accessible from the Equipment at the workstations located in the Facility.

The County stipulates that Company has no responsibility to advise the County on any law, regulation, or guideline that may govern or control telephone call recordation or monitoring, or compliance therewith. The County has the option to retain 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, the County any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County 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 the County to comply with such applicable law, regulation or guideline.

**5. Compensation:** Remuneration shall be fifty percent (50%) of the gross revenue billed or prepaid for all inmate telephones 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.

A reporting cycle under this Agreement shall not exceed forty five (45) calendar days. Revenue payment for each reporting cycle shall be forwarded to the County within forty five (45) days following the end of each reporting cycle, and shall be forwarded to: .

Karen Daly, Fiscal Manager  
Orange County Correctional Facility  
110 Wells Farm Road  
Goshen, New York 10924

All commission payments shall be considered final and binding upon the County unless

written objection is received by the Company within sixty (60) days of the delivery of the commission payment to the County.

**6. 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).

Either party may terminate this Agreement if a state or federal regulatory authority, the FCC, or a Court of competent jurisdiction issues a ruling or order that materially and adversely affects a party's ability to perform its obligations under this Agreement. The party terminating this Agreement shall provide sixty (60) days written notice of the intent to terminate the Agreement under this provision. Such termination shall not subject the party terminating this Agreement to liability for damages, provided the party terminating this Agreement complies with its obligations up to the date of termination.

**7. Records & Confidentiality:** The Company shall maintain records sufficient to produce a summary report and call detail record for each reporting cycle. A reporting cycle shall be one (1) calendar month. The Company shall provide to the County, via first-class mail, the original summary report and call detail record at the time it provides the County with each revenue payment. The following information, at a minimum, will be provided for each inmate telephone at the Facility:

- Total Calls;
- Total minutes of use;
- Type of call; and
- Total usage revenue.

From the date this Agreement is signed by both parties until three (3) years after the expiration or termination of the Agreement, the parties shall keep confidential any information concerning the other party's business practices and/or operations that was learned as a result of performance of this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants, and as required by law. A party legally required to disclose documentation relating to this Agreement or any "confidential information" shall make reasonable efforts to notify the other party of the disclosure requirements to allow the other party the opportunity to oppose such disclosure. Neither party will be obligated to keep confidential information if such (a) was known to that party prior to the date of this Agreement, and such knowledge was obtained without obligation or request for confidentiality, (b) is or becomes publicly known through no wrongful act of the party, (c) is rightfully received from a third party, or (d) is developed independently by the party.

**8. Further Assurances:** During the term of this Agreement, including any renewal period, County agrees to:

- a. Take reasonable precautions to protect the Equipment from damage, vandalism, theft, service failure or hazardous conditions, but shall not be responsible for any loss or damage to Equipment;

- b. Report to Company any damage, vandalism, theft, service failure or hazardous condition known to the County;
- c. Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users;
- d. Permit reasonable access to the Facility, without charge or prejudice, to Company employees or representatives for the purposes performing its obligations under the Agreement; and
- e. Prohibit any other company and/or entity from installing inmate telephones or associated equipment at the Facility during the period this Agreement is in effect.

**9. Title:** All Equipment, including that which is installed on the premises owned or controlled by the County, or any of its agencies or affiliates, shall remain the property of the Company. Upon the expiration or termination of this Agreement, Company shall have the right to enter the Facility, under the supervision of the County, to remove all such Equipment.

**10. Equipment at Facility:** The County has the right to determine the location of the Equipment at the Facility, which shall be exercised reasonably. The Company shall remove any Equipment during the term of this Agreement upon receipt a written notice from the County.

The Company shall not move, remove and/or relocate Equipment at the Facility without the written consent of the County, except upon the expiration and/or termination of this Agreement. Equipment at the Facility shall not be moved, removed and/or relocated by, or on behalf of, the County. The County shall provide the Company with written notification of any construction and/or renovation work to be performed at the Facility requiring Equipment to be moved, removed and/or relocated. Such notice shall be forwarded to the Company at least thirty (30) days prior to the commencement of the construction and/or renovation work.

The Company shall be responsible for any damage to the premises to the extent such damage is caused by the negligent act or omission of the Company during the installation, maintenance, repair or removal of any Equipment.

**11. Notices:** Any notice, demand, request, approval or other communication to be given by either party pursuant to the terms of this Agreement, must be given (1) by personally delivering such notice to the other party, or (2) sending such notice via registered or certified mail, return receipt requested, to the following:

**To Company:**  
 Global Tel\*Link Corporation  
 12021 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190  
 Attn: Legal Department

**To County:**  
 Orange County Correctional Facility  
 110 Wells Farm Road  
 Goshen, New York 10924  
 Attn: Carl E. DuBois  
 Orange County Sheriff

**12. Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. The Company shall render all services

under the Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations in effect at the time such services are rendered.

**13. Indemnification:** Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement, and caused by the negligent, reckless or intentional acts or omissions of the indemnifying party. The provisions of this paragraph shall not apply to any loss, cost, damage, expense, or liability arising out of an act or omission of the party seeking to be indemnified.

**14. Default:** In the event any party shall be in breach or default of any term, condition, or covenant of this Agreement, and such breach or default shall continue for a period of thirty (30) days after the giving of written notice by the non-breaching party, the non-breaching party shall have the right to cancel this Agreement. Such cancellation shall occur by service of a subsequent written notice of termination, and the cancellation shall be effective thirty (30) days after receipt of such notice.

Notwithstanding any other provision of this Agreement, neither party shall be relieved of liability to the other for damages sustained by the other by virtue of the first party's breach of this Agreement or failure to perform in accordance with applicable standards. The rights and remedies of the parties provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

**15. Assignment:** Neither party to this Agreement shall assign any of its rights, interests, or obligations under this Agreement, or subcontract any of the work to be performed under this Agreement, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. The Company shall have the right to assign this Agreement or any interest herein to any parent, successor, subsidiary or affiliate (if such affiliate is owned by the same parent company) of the Company without the consent of the County. The County shall have the right to assign this Agreement to any entity having authority to accept such assignment, without the consent of the Company.

**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, joint venture or agency relationship of any kind between the parties. This Agreement shall not be construed 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 County acknowledges that no officer or employee of the Company has been employed, induced, or directed by County to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. County 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, County 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 upon sixty (60) days written notice to the County.

**18. Force Majeure:** A delay or failure in performance of any obligation under this Agreement shall be excused if such delay or failure was caused by an act of God, fire, flood, hurricane, tornado, theft of equipment, vandalism, destruction of equipment, riot, delay or failure to act by any carrier or agent, and/or any other cause beyond a party's direct control.

**19. Entire Agreement:** This Agreement constitutes the entire agreement between the County and the Company, and supersedes all other agreements between the parties pertaining to the subject matter hereof, including that certain Inmate Calling Program Agreement, executed on September 14, 2005.

**20. Amendment/Modification:** This Agreement may be amended, modified, or supplemented only by a written agreement executed by the parties.

**21. Termination:** The County may terminate this Agreement upon the Company becoming insolvent or bankrupt.

**22. Ownership:** All summary reports, call detail records, or recordings generated as a result of this Agreement, contained in the Equipment or otherwise in the possession of the Company, are the exclusive property of the County. The County has the right to copy and/or download an unrestricted copy of all such material in the Equipment or otherwise in the possession of the Company at the expiration or termination of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date indicated below..

County of Orange

By: \_\_\_\_\_

Edward A. Diana  
County Executive

Date: \_\_\_\_\_

2-2-11

Global Tel\*Link Corporation

By: \_\_\_\_\_

Jeffrey B. Haidinger  
President, Services

Date: \_\_\_\_\_

11/2/10