

RESOLUTION EXHIBIT A

AMENDMENT #2 TO INMATE TELEPHONE SERVICES AGREEMENT

This Amendment # 2 ("Amendment"), takes effect of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Master Services Agreement dated August 14, 2017, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22102 ("Company"), and the Winnebago County Sheriff's Department with an address of 650 W. State Street, Rockford, IL 61102 ("Premises Provider") Company and Premises Provider (collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement to make changes to the Master Services Agreement; and

WHEREAS, the Company has agreed to modify certain Enhanced Services currently provided, specifically IP-Enabled Tablets; and

WHEREAS, the Parties have agreed in consideration of such modifications to currently provided Enhanced Services to extend the term of the Agreement;

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

The following amendments to Service Schedule, Enhanced Services – IP-Enabled Tablets are made:

1. The column titled "# of Tablets in Section 3, "Deployment Locations" in Service Schedule, Enhanced Services – IP-Enabled Tablets is deleted.
2. (a) Service Schedule, Enhanced Services – IP-Enabled Tablets, Section 6 "Tablets" is deleted and replaced with the following:

6. Tablets. Company will provide Tablets at Premise Provider's facility at a one to one (1:1) prisoner to tablet ratio. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute the Tablets at any time during the Term per mutual agreement with the customer. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- (b) Service Schedule, Enhanced Services – IP-Enabled Tablets, Section 6(a)(i), "Enhanced Services, Content," is deleted and amended to read as follows:

- (i) Inmate Content Access. Company will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access.

- (c) Service Schedule, Enhanced Services -- IP-Enabled Tablets, *Section 6(a)(ii)*, "Learning Management System," is deleted and amended to read as follows:

(ii) Learning Management System: Company will make available at no cost to Premises Provider a web-based highly secure Learning Management System (LMS). Company will make available unlimited concurrent licenses offered on a subscription basis to Premises Provider.

- (d) Service Schedule, Enhanced Services -- IP-Enabled Tablets, *Section 6(a)(iii)*, "Debit Link Accounts," is deleted in its entirety and replaced with the following:

- i. **Video Visitation.** On-premise and Remote video visitation with no less than sixty (60) days online recording storage.

- (e) Service Schedule, Enhanced Services -- IP-Enabled Tablets, *new added paragraph, Section 6(b)*, "Company Obligations," shall be amended to include the following provision:

Company shall complete installation of all solutions addressed in this Amendment within nine (9) months from the date of full execution of this Amendment.

All remaining language in Section 6, including any amendment(s) thereto, is without modification and remains in full force and effect.

3. Service Schedule, Enhanced Services -- IP-Enabled Tablets, *Section 7 "Enhanced Services and Accessories Rates*, is deleted and amended to read as follows:

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may upon mutual agreement in writing of the Parties change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. **Paid Inmate Content Access:**
1. Standard Profile: \$0.05 per minute
 2. Promotional Profile: \$0.03 per minute
 3. Free Profile: \$0.00 per minute
- c. **Video Visitation Services:** 30 minutes free of local visitation per week. \$0.25 per minutes after 30 free minutes per week of local visitation has been exhausted.
- d. **\$0.25 per minute Remote Visit Price**
- e. **Replacement Headphones or Earbuds:** Available for purchase through the commissary.
- f. **Messaging From Inmate Family and Friends (charged to inmate family and friends):**
1. \$0.25 per written message
 2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)
 3. \$1.00 per video message

All remaining language in Section 7, including any amendment(s) thereto, is without modification and remains in full force and effect.

4. Service Schedule, Enhanced Services -- IP-Enabled Tablets, *Section 8, "Tablet Commission"* is deleted and amended to read as follows:

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement governing Inmate Telephone Services. Company will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue"). Company will also pay Premises Provider monthly a sum equal to twenty-five percent (25%) of the gross revenue received from billable video visitation services sessions beginning in Year 3 of this Amendment. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

Company will update all existing Inspire 2 subscription tablets with new Inspire 3 usage (per minute) tablets at no cost to Premises Provider.

All remaining language in Section 8, including any amendment(s) thereto, is without modification and remains in full force and effect.

The following amendment to Inmate Telephone Service Schedule is made:

5. Inmate Telephone Service Schedule, *Section 3, "Compensation"* is amended to provide that GTL will pay the annual bonus of \$48,000 within 30 days of the anniversary date of this Amendment, and every subsequent anniversary this Amendment remains in effect.

All remaining language in the Inmate Telephone Service Schedule, including any amendment(s) thereto, is without modification and remains in full force and effect.

The following amendment to the MSA is made:

Paragraph numbered 3, *Term*, "shall be deleted and replaced as follows:

6. In consideration of the foregoing, the Parties agree to extend the Term of the Agreement by three (3) years from the last signature on this Amendment. Upon prior written agreement by the Parties, and at least ninety (90) days prior to the end of the original or any renewal term, this Agreement can be amended for an additional one (1) year term. This Agreement shall not be renewed more than one (1) renewal term.

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

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

Company
Global Tel*Link Corporation

By: _____
Name: _____
Title: _____
Date: _____

Premises Provider
Winnebago County Board Chairman

By: Joseph V. Churchill
Name: Chairman Joseph V. Churchill
Title: Winnebago County Board Chairman
Date: 3/29/2021

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Public Safety Committee

2017 CR 108

RESOLUTION AWARDING INMATE TELECOMMUNICATION SERVICE

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides that all purchases for and contracts for supplies, materials, equipment, and contractual services, the value of which is estimated to exceed \$12,000, shall be based on competitive quotes by the County Board; and

WHEREAS, competitive proposals were received for Winnebago County for the following:

INMATE TELECOMMUNICATION SERVICE

WHEREAS, the Public Safety Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposals received for the aforementioned item(s) and recommends awarding the proposal as follows:

GLOBAL TEL*LINK CORPORATION (GTL)
12021 SUNSET HILLS ROAD
RESTON, VA 20190

\$870,000 – MINIMUM ANNUAL GUARANTEE (MAG)
\$34,000 – ANNUAL BONUS
\$4,520,000 – 5 YEAR MAG AND SIGNING BONUS ESTIMATE
VALUE ADDED: THREE CELLSense UNITS (no added cost-
valued at \$36,000)
ONE YEAR CONTRACT WITH (4) FOUR (1) ONE YEAR
RENEWAL OPTIONS

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to execute an agreement with GLOBAL TEL*LINK CORPORATION, 12021 SUNSET HILLS ROAD, RESTON, VA 20190.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Finance Director, County Auditor, and County Sheriff.

Respectfully Submitted,
PUBLIC SAFETY COMMITTEE

(AGREE)

(DISAGREE)


DAVE FIDUCCIA, CHAIRMAN

DAVE FIDUCCIA, CHAIRMAN


AARON BOOKER


AARON BOOKER

DOROTHY REDD

DOROTHY REDD

FRED WESCOTT

FRED WESCOTT


ELI NICOLOSI

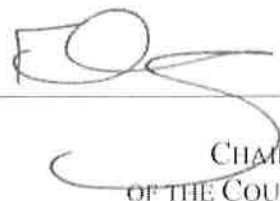
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DAN FELLARS

DAN FELLARS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 10TH day of AUGUST 2017.

ATTESTED BY:


FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS


MARGIE M. MULLINS

CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Inmate Telecommunication Services

Executive Summary

July 14, 2017

1. Background

As is required by Illinois Jail Standards statutes, inmates are entitled access telephone service.

On May 25, 2017, at the request of the Sheriff's Office the County Board approved the termination of the contract with the current telecommunications service provider due to significant service and equipment errors.

2. Description

Global Tel*Link (GTL) offers portable telecommunications technology to meet statutory requirements, as well as to improve inmate and officer safety, provide access to educational, training, and social support programs, relieve staffing requirements, and offers general fund budget relief. GTL is a highly reputable provider with numerous Federal and State prisons, and local City and County jails as customers.

3. Benefits

- Equipment and services offered without imposing costs to the taxpayer
- Devices have shown that they reduce "inmate-on-officer attacks" by nearly 40%*
- Inmate-on-inmate fights and attacks are also down by 40%*
- Inmate suicides are reduced by 80%*
- Inmates have access to Law Library - a regulatory requirement (as opposed to limited-access stand-alone Kiosk)
- Commissary product orders can be placed by inmates from the device
- Inmates grievances can be placed directly from the device
- Monitoring of inmate email instead of regular postal mail is more efficient, thereby saving on Correctional staff time
- Built-in investigative tools available to law enforcement
- Tremendous increase in revenue from phone service experienced by Pima County, Arizona*

4. Uses and Specifications

- Devices allow inmates to place phone calls (under strict monitoring from Corrections staff)
- Programing features allow Corrections staff to place materials such as Inmate Handbook, (rules and guidelines), educational materials in PDF form, religious, life skills, AA, anger management, parenting materials, and more
- Devices will allow job training skills, GED programming, and other programs that have a direct impact on recidivism

** Source is Pima County, Arizona*

- Devices supplied at a one-to-one ratio for inmates in general housing; inmates in segregation, will not be allowed devices
- Devices are controlled by Corrections staff, and can be shut off remotely or removed for behavior management
- Devices are designed for correctional environment to resist physical damage and programmatic breach; vendor warranties both
- System is *intranet* based, meaning it is an internal system in the jail which does not provide access to the external, world wide web

5. Additional Information

GTL had offered three Cellsense, a cell phone detection system, as value added feature of their proposal at no additional cost to the County. This will save the expense that is planned for two of the Cellsense detectors that had been planned as part of the FY2018 budget.

References/current clients, average daily population (ADP), and equipment type:

- DuPage County, IL, ADP = 660 - Inmate Phones
- Peoria County, IL, ADP = 450 - Inmate Phones and Video Visitation
- Allen County, IN, ADP = 1,000 - Inmate Phones
- Kenosha Co, WI, ADP = 710 - Inmate Phones and Wireless Devices
- Pima Co, AZ, ADP = 2,100 - Inmate Phones, Video Visitation, Lobby Kiosk, and Wireless Devices
- Colorado Department of Corrections, ADP = 18,258 - Inmate Phones and Wireless Devices
- Stafford County, NH, ADP = 438 - Inmate Phones and Wireless Devices
- Davidson County, TN, ADP = 3,232 - Inmate Phones and Wireless Devices

For further information on the positive impact the wireless telecommunications devices have provided regarding recidivism issues and education, visit the GTL website at:

<http://www.gtl.net/correctional-facility-services/communication-solutions/inmate-telephone-systems/>.

This recommendation is made to the Board as the result of an interdepartmental evaluation of proposals, and has been reviewed and endorsed by the Winnebago County Sheriff's Office and Winnebago County Administration.

Updated: 7/14/2017