

**AMENDMENT NUMBER THIRTEEN
TO
CONTRACT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This AMENDMENT NUMBER THIRTEEN, to Contract Number Z1000000063 (hereinafter "AMENDMENT NUMBER THIRTEEN") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT on June 11, 2003 for Inmate Telephone Services ("ORIGINAL CONTRACT") effective June 3, 2003 through and including June 2, 2006, renewable for nine (9) additional one (1) year terms;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on May 17, 2006 (hereinafter "AMENDMENT NUMBER ONE") to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 17, 2006 (hereinafter "AMENDMENT NUMBER TWO"), for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on May 1, 2007 (hereinafter "AMENDMENT NUMBER THREE") to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL CONTRACT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 21, 2008 (hereinafter "AMENDMENT NUMBER FOUR"), for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on November 1, 2008 (hereinafter "AMENDMENT NUMBER FIVE") to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 18, 2009 as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SIX"), for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 18, 2010, as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SEVEN"), for an additional one (1) year term of June 3, 2010 through and including June 2, 2011;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL CONTRACT on November 18, 2010 (hereinafter "AMENDMENT NUMBER EIGHT") to modify the Scope of Work for the purchase of Prepaid Calling Cards;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 29, 2011, as Contract Number MA-060-11012076 (hereinafter "AMENDMENT NUMBER NINE"), for an additional one (1) year term of June 3, 2011 through and including June 2, 2012;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on April 18, 2012, as Contract Number MA-060-12011648 (hereinafter "AMENDMENT NUMBER TEN"), for an additional one (1) year term of June 3, 2012 through and including June 2, 2013;

WHEREAS, COUNTY and CONTRACTOR amended contract MA-060-12011648 on May 22, 2013 (hereinafter "AMENDMENT NUMBER ELEVEN") to extend the Contract term for six (6) additional months through December 2, 2013;

WHEREAS, at the meeting of the Orange County Board of Supervisors ("the BOARD") on November 19, 2013, the BOARD expressed a desire to extend Contract MA-060-12011648 (hereinafter AMENDMENT NUMBER TWELVE) on a month to month basis effective December 3, 2013, until terminated by COUNTY but in no event will the month to month extension of this Contract exceed nine (9) months (12/3/13 – 9/2/14) without further action by COUNTY, and the CONTRACTOR, at that meeting agreed to provide these goods/services on a month to month basis at the rates set forth in the ORIGINAL CONTRACT and AMENDMENT NUMBER EIGHT;

WHEREAS, COUNTY and CONTRACTOR desire to amend Contract MA-060-12011648 (hereinafter "AMENDMENT NUMBER THIRTEEN") to extend the Contract term for six (6) additional months through March 2, 2015;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

1. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 6/3/03 through 3/2/15, unless otherwise terminated by COUNTY. The period of 6/3/03 through and including 6/2/10 shall be known as Contract Number Z1000000063. The period of 6/3/10 through and including 6/2/11 shall be known as Contract Number MA-060-10013187. The period of 6/3/11 through and including 6/2/12 shall be known as Contract Number MA-060-11012076. The period of 6/3/12 until 3/2/15 shall be known as Contract Number MA-060-12011648.

This Contract shall continue in effect month to month, unless otherwise terminated by COUNTY.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number Z1000000063) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number Z1000000063) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number Z1000000063) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number Z1000000063) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number Z1000000063) is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number Z1000000063) is attached hereto as Exhibit G and incorporated by this reference.
9. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187) is attached hereto as Exhibit H and incorporated by this reference.
10. A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-10013187) is attached hereto as Exhibit I and incorporated by this reference.
11. A true and correct copy of AMENDMENT NUMBER NINE (Contract Number MA-060-11012076) is attached hereto as Exhibit J and incorporated by this reference.

- 12. A true and correct copy of AMENDMENT NUMBER TEN (Contract Number MA-060-12011648) is attached hereto as Exhibit K and incorporated by this reference.
- 13. A true and correct copy of AMENDMENT NUMBER ELEVEN (Contract Number MA-060-12011648) is attached hereto as Exhibit L and incorporated by this reference.
- 14. A true and correct copy of AMENDMENT NUMBER TWELVE (Contract Number MA-060-12011648) is attached hereto as Exhibit M and incorporated by this reference.
- 15. All other terms and conditions of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE, AMENDMENT NUMBER FOUR, AMENDMENT NUMBER FIVE, AMENDMENT NUMBER SIX, AMENDMENT NUMBER SEVEN, AMENDMENT NUMBER EIGHT, AMENDMENT NUMBER NINE, AMENDMENT NUMBER TEN, AMENDMENT NUMBER ELEVEN, and AMENDMENT NUMBER TWELVE, except as amended herein in this AMENDMENT NUMBER THIRTEEN, shall remain unchanged, in full force and effect. All obligations of the Parties that would have been terminated on September 2, 2014 are hereby extended month to month, unless otherwise terminated by COUNTY but in no event will the month to month extension of this contract exceed six (6) months (9/3/14 – 3/2/15) without further action by COUNTY.

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER THIRTEEN to Contract Number Z1000000063.

*Contractor: **Global Tel-Link Corporation**

By:  Title: President and COO

Print Name: Jeffrey B. Haidinger Date: 8/5/14

*Contractor: **Global Tel-Link Corporation**

By:  Title: Sr. VP, Administration, Secretary

Print Name: Teresa Ridgway Date: 8/5/14

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Date: _____

Approved by Board of Supervisors on: _____

Approved as to Form
Office of the County Counsel
Orange County, California

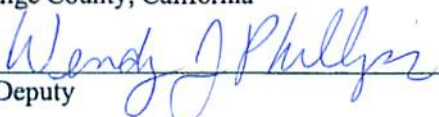
by 
Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number Z1000000063)

INMATE TELEPHONE SERVICES CONTRACT

THIS CONTRACT to provide Inmate Telephone Services for the Sheriff-Coroner Department, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between TCG Public Communications Incorporated, a wholly owned subsidiary of AT&T Corporation, with a place of business at One AT&T Way, Bedminster, NJ 07921-0752, hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) offering equipment, support and services to provide INMATE TELEPHONE SERVICES for the Sheriff-Coroner and;

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Contractor represents that their firm has extensive experience and is an expert in designing and implementing like INMATE TELEPHONE SERVICES systems and that their proposed project team is experienced and highly qualified; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for the provision of INMATE TELEPHONE SERVICES for the Orange County Sheriff-Coroner;

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES**GENERAL TERMS AND CONDITIONS**

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This CONTRACT, including its Exhibits and Attachments, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTS by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT".
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Warranty:** CONTRACTOR expressly warrants that the goods/services covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR'S part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- F. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in paragraph "N" below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- G. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- H. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national

origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- I. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligation.
- J. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- K. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- L. **Independent Contractor:** CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR, its employees nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- M. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and professional manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- N. **Indemnification:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT, including, but not limited to any claims, demands or liabilities arising from a violation by CONTRACTOR of any California Public Utilities Commission ("CPUC") rule, or any claims demands or liabilities arising from CONTRACTOR'S failure to apply CPUC rates as required under a CPUC tariff or tariffs. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- O. **Bills and Liens:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. CONTRACTOR shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, CONTRACTOR shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- P. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- Q. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR'S business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

- R. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- S. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'S expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "N" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- T. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.
- U. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- V. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- W. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- X. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- Y. **Attorneys Fees:** Except as provided in paragraph 31 of this Contract, in any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- Z. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to effect the purpose of the parties and this CONTRACT.
- AA. **Authority:** The parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Additional Terms and Conditions**1. Term**

The term of this Contract shall be as set forth on the attached Exhibit A, Scope of Work (SOW).

2. Project Manager

The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor. Unless otherwise stated herein, the term "County approval" in this Contract shall mean the approval of the County's Project Manager.

The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager and key personnel. Said approval shall not be unreasonably withheld.

County representatives and Contractor Project Manager will meet on reasonable notice to discuss Contractor's performance and progress under this Agreement. If requested, Contractor's Project Manager and other project personnel shall attend all requested meetings.

3. Entirety

This Contract and all of its Exhibits and Attachments comprise the entire Contract between the Contractor and the County. Additional or new terms contained in this Contract, which vary from the Contractor's proposal, are deemed accepted by the Contractor by execution of this Contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this Contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this Contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this Contract shall be considered valid unless specifically agreed to in writing by both parties.

4. Precedence

The documents herein consist of this Contract and its Exhibits and Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the attachments and exhibits, with the "General Terms and Conditions" having precedence over the "Additional Terms and Conditions."

5. Compensation/Revenue

The Contractor agrees to accept the specified compensation as set forth in Exhibit C of this Contract as full compensation for performing all services, for furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

6. Ownership of Documents

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

7. Records

Contractor shall keep an accurate record of time expended by Contractor and/or Subcontractors working for Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times.

8. Conflict of Interest

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. Insurance Requirements

Contractor shall maintain insurance coverage appropriate to protect the County against all risks, losses, liability, errors, omissions, or claims of any kind or nature, arising from or in any way connected with the subject matters of this Contract. All Subcontractors performing work on behalf of Contractor, pursuant to this Contract, shall obtain insurance subject to the same terms and conditions as set herein. Insurance shall be in effect on the first day of commencement of work under this Contract, and shall be in full force throughout the full term of this Contract and any extensions.

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability With broad form property damage & Contractual liability	\$1,000,000 combined single limit per occurrence (\$2,000,000 aggregate will be applicable to Architectural Engineering Services only)
Automobile Liability	\$1,000,000 combined single limit per occurrence
Worker's Compensation	Statutory
Employers' Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made

The policy or policies shall be underwritten by insurers admitted to operate in the State of California (California Admitted Carriers), shall be written on forms no less broad in coverage than standard forms, and shall be acceptable to the County of Orange. Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States shall be A- (Secure Best's Rating) and VIII (Financial Size Category). The Contractor will file with the County of Orange, prior to commencement of performance of services under this Contract, an original Certificate of Insurance in a form obtainable from the County and a duplicate Certificate of Insurance and all required endorsements evidencing that coverage required by this Contract is in effect, and shall keep such insurance in effect and the certificates and endorsements therefore on deposit with the County during the entire term of this Contract.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing. In addition, the liability policies shall allow for Severability of Interests (Separation Clause) of the County of Orange.

The County shall be named as an Additional Insured by an endorsement separate from the Certificate of Insurance on the Comprehensive General Liability and Automobile Liability Insurance. In addition, an Additional Insured Primary Coverage endorsement shall specifically state that the Comprehensive General Liability Insurance is primary, and any insurance maintained by the County is excess and non-contributing.

Attachment A Professional Liability insurance policy required by this Contract shall provide limits as noted above, covering negligent acts, errors, or omissions. Such insurance shall be maintained for the term of the Contract and for two (2) years thereafter. Page 13 of 92

All insurance policies required by this Contract shall be endorsed to state that such coverage shall not be cancelled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the County of Orange, CEO/Purchasing & Real Estate, 1300 S. Grand Ave., Bldg A, Santa Ana, CA 92705.

The Contractor shall provide Workers' Compensation insurance for all of Contractor's employees in accordance with section 3700 of the Labor Code. Contractor will provide a Certificate of Insurance showing that the Contractor is insured for Workers' Compensation with statutory limits and Employers' Liability with minimum limits of \$1,000,000 per occurrence. The Workers' Compensation policy shall include a waiver of subrogation in favor of the County, which states, "All rights of subrogation are hereby waived against the County and the members of the Board of Supervisors and elective or appointive officers or employees, when acting within the scope of their employment or appointment".

The County shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the County, the insurance provisions contained herein do not provide adequate protection for the County, the County may require additional insurance sufficient in coverage, amount and form to provide adequate protection from and against the kind and extent of risks which exist at the time a change in insurance is required.

The County shall notify Contractor in writing of changes in the insurance requirements, and Contractor shall have thirty (30) days after receipt of such notice in which to deposit copies of acceptable insurance certificates and endorsements incorporating such changes to the County. If Contractor does not deposit copies of acceptable insurance certificates and endorsements incorporating such changes, this Contract may be in default without further notice to Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder, or to fulfill the hold harmless provisions and requirements of this Contract.

10. Contractor Bankruptcy/Insolvency

If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

11. Publication

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both parties.

12. Subject to Fiscal Appropriations

This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, this Contract will be terminated without penalty to the County.

13. Remedies Not Exclusive:

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

Any dispute concerning a claim, controversy, or question of fact arising under this Contract which is not disposed of by the Contract shall be decided by the County's Project Manager who shall reduce the decision to writing and mail a copy thereof to the Contractor in accordance with the Notices clause of this Contract. The decision of the County's Project Manager shall be final unless within ten (10) calendar days from the date of receipt of such copy, Contractor mails, or otherwise furnishes to the County's Project Manager, a written appeal directed to the Sheriff-Coroner Purchasing Manager. The decision of the Sheriff-Coroner Purchasing Manager for the termination of such appeal shall be rendered in writing within ten (10) calendar days and shall be final unless determined by a Court of competent jurisdiction to have been fraudulent or capricious or arbitrary or not supported by substantial evidence. Notwithstanding any appeal proceeding whereby the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal, and pending any final resolution of any dispute arising hereunder, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

15. Termination ~ Convenience of the County

The provision of services under this Contract may be terminated by the County in whole, or the remaining part, whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which provision of services under the Contract are terminated, and date upon which termination will become effective.

16. Termination ~ Orderly

After receipt of the Notice of Termination except as otherwise directed by County, Contractor shall: 1) stop performing under the Contract on the date specified and to the extent specified in the Notice of Termination; 2) place no further orders or subcontracts for materials, services or facilities except as may be necessary for the completion of such portion of the work under the Contract that is not terminated; 3) terminate all orders and subcontracts to extent that they relate to the provision of the remaining services terminated by the Notice of Termination; 4) continue to provide services as directed by the County; and, 5) take such action as is necessary, or as the County may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the has or may acquire interest.

Thereafter, but in no event later than ninety (90) calendar days from the effective date of termination, unless one or more extensions are granted by the County upon the request of the Contractor made in writing within the ninety (90) day period or extensions thereof authorized, Contractor shall submit a termination claim to the County. Upon notification of termination, Contractor agrees to pay the County all commissions that meet the requirements of this Contract upon demand.

Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

17. Errors and Omissions

All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

During the performance of this Contract, Contractor and/or anyone acting under the supervision of Contractor will not discriminate against any employee or applicant for employment or tenant because of race, color, religion, ancestry, sex, marital status, age, medical condition, physical handicap, or national origin; and Contractor warrants that employees and tenants shall be treated during employment or tenancy, without regard to their race, color, religion, ancestry, sex, marital status, age, medical condition, physical handicap, or national origin; and Contractor will, in all solicitations or advertisements for employees or tenants placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment or tenancy without regard to race, color, religion, ancestry, sex, marital status, age, medical condition, physical handicap, or national origin. Contractor further warrants that it shall require that each and every Subcontractor employed by Contractor pursuant to this Contract shall adhere to the terms of this nondiscrimination provision and that such provision prohibiting discrimination by the Subcontractor shall be a part of the Contract entered into by and between Contractor and its Subcontractors. Violation of this provision may result in the imposition of penalties referred to in California Labor Code Section 1735 or other applicable State and Federal regulation. The County shall have the right to annul this Contract without liability in the event Contractor violates these nondiscrimination provisions.

19. Compliance with Laws

The Contractor represents and warrants that the services to be provided under this Contract shall fully comply, at Contractor's cost, with all present and future government standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but, not limited to laws applicable to the services at the time services are provided to and accepted by the County. The Contractor acknowledges that the County is relying on the Contractor to ensure such compliance.

20. Conflict with Existing Law

The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

21. Authority

The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

22. Notices

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY

TO: CONTRACTOR

Sheriff-Coroner Department
Purchasing Services
320 North Flower Street
Santa Ana, CA 92703
Attn: Barbara Eisenman, Purchasing Manager
Contract No. _____

Time shall be of the essence respecting payments due to the County under this Contract. Any payment due to the County which is not paid by the Contractor when due shall be considered late and a material breach of this Contract and will be assessed of a late fee not to exceed 1 and ½ percent (1.5%) per month of the value of the overdue payment beginning on the first day it was due until it is received by the County. All overdue balances, or portions thereof, and incomplete or any partial payments are subject to this assessment for the full term of the Contract or any extension. In the event that Contractor's overdue payment is not received within the time period specified by any written cure notice provided to the Contractor by the County, the County may recover any amounts due from the Contractor's performance bond. If the Contractor is late in its payment of commissions more than three (3) times during the period of performance of this Contract, the Contractor shall be declared in default under Paragraph 31 (Available County Remedies).

24. ITS Full System Performance Warranty

Contractor warrants the performance of all telephone hardware, software, equipment programming and related services (Full System Performance) in accordance with Exhibit A (SOW) for the full term of the Agreement or any extension thereof. Standards of performance shall conform to County specifications. Any corrections, enhancements or work needed for the Contractor to provide such Full System Performance shall be accomplished by the Contractor at no cost to the County and the Contractor shall make all reasonable efforts to adhere to County time tables or schedules. Further, if it appears that any aspect of the ITS system does not meet the warranty specified above, including repeated failures of the same component or unit that results in system availability which is less than defined for final system acceptance, Contractor shall thereupon correct any defect, including non-conformance with the specification, and at its option either repair or replace any defective parts or re-perform such services to the extent necessary to correct the fault therein in as expeditious a manner as possible.

25. Disaster Recovery/Restoration of Services/Liquidated Damages

In the event of service interruptions, defined as inmate telephone service availability that is less than specified in Exhibit A, Scope of Work, it is agreed by and between the Contractor and the County that damage will thereby be sustained by the County. Since it is and will be impractical and extremely difficult to determine the actual damage which the County will sustain by reason of such service interruption, it is therefore agreed that the Contractor will pay liquidated damages as set forth below:

- If a major service interruption is not fully resolved (or mitigated to the County's satisfaction) within 48 hours of the County's first report of such outage, the County may levy a \$1,000 penalty for each day or partial day that the service remains impacted.
- If a minor service interruption is not fully resolved within 72 hours for the County's first report of such outage, the County may levy a \$300 penalty for each day or partial day that the problem(s) remains unresolved.
- The maximum amount that can be claimed by the County under the provisions of this paragraph 25 shall be one million, three hundred thousand (\$1,300,000.00) US Dollars.

In either event, Contractor shall use all reasonable efforts to assure service recovery in as expeditious a manner as possible. To assure a priority schedule for repair, the Contractor's Project Manager shall immediately meet with County representatives and provide a written plan for restoration of services that shall conform to the County's security requirements. The County representative shall review and approve the Contractor's plan before work is commenced. Whether a service interruption constitutes a "major or "minor" interruption shall be determined solely by the County's Project Manager.

It is understood by the parties that the County's Project Manager shall have the right to increase the time for such performance necessary for the correction or mitigation of service interruptions and/or waive the damages or penalties referenced above; however, nothing herein shall be construed as giving the Contractor the right for extra time for performance. Nonetheless, if the Contractor is delayed by reason of change orders or requests for extra services or new security requirements or delays caused by the County, the time of performance for the correction or mitigation of service interruptions may be extended commensurately by agreement of the County's Project Manager. The Contractor will be relieved during the period of such extension of any claim for liquidated damages.

26. Installation.

In accordance with Exhibit F, Contractor shall perform all installation that is a requirement of the ITS system implementation plan to include all work that will make inmate telephone system ready for operational use. All work shall be done in accordance with all applicable building and electrical codes and County security requirements. It is agreed that it is the Contractor's responsibility to examine the existing County facilities and provide a list of any modifications needed to accommodate their proposed equipment. All modifications recommended by the Contractor are subject to County approval. County will be responsible for all building modifications that are not part of the Statement of Work (SOW). Any risk of loss prior to installation and certification of the ITS system's readiness for operational use will be borne by the Contractor unless the loss is caused by active negligence of the County.

27. Schedule.

All work performed under this Contract shall be done in accordance with the implementation plan provided by the Contractor as Exhibit D of this Contract which is subject to County approval and may be revised at the option of the County. Nonetheless, Contractor shall be responsible for schedule adherence and the implementation plan itself. Contractor agrees and expressly warrants that all costs for implementation planning and all activities associated with the implementation of the ITS system shall not be borne by the County except to the extent that they are already reflected in the commission schedule shown in Exhibit C.

28. Training.

In accordance with Exhibit E of this Contract, Contractor shall provide training for County personnel which will enable County personnel to use and monitor the ITS system effectively. Overview training shall be accomplished prior to placing the system into operational use. If applicable, comprehensive user training will begin after completion of equipment installation and prior to system start-up in accordance with the guidelines set forth in the SOW. All training, including periodic training, shall be done by qualified and experienced personnel involved with implementations of like or similar systems. Contractor will train County personnel at County locations, or at mutually agreeable locations, during regular business hours. All costs associated with training are included in the commission amount shown in Exhibit C.

29. Commission Payments

Contractor shall calculate a Minimum Annual Guarantee (MAG) amount that shall be paid to the County in equal monthly commission installments. In accordance with Exhibit C of this Contract, such commission payments shall be due and payable on the first business day of each month (except for a pro-rata payment in the event that the Contract begins on a day other than the first day of the month). The MAG amount shall be based on gross revenue which is defined as the sum of all charges for use, whether collected or uncollected, less any applicable federal, state or local taxes and legitimate refunds.

Thereafter, at the end of any given calendar month, MAG payments shall be reconciled with the percentage fees for that month's actual gross revenue. For each calendar month, the excess of the percentage fee due over and above the MAG installment paid shall be calculated and that additional payment shall be due not later than the 10th business day of the succeeding month along with a certified statement. If the actual gross revenue percentage does not exceed the MAG payment made, Contractor shall so certify within ten (10) calendar days and no additional fee shall be due for that month, but no refund will be made.

30. Audit Reports

For the full term of this Contract or any extensions thereof, the Contractor shall provide audit reports as specified herein, or that are reasonably required by governmental entities, in a timely manner. Within sixty (60) days after the anniversary date of this Contract, or at other such intervals as the County specifies, the Contractor shall provide the County an audit report certified by an independent certified public accountant stating that, in the accountant's opinion, payment for all fees and charges due and payable to the County for the preceding year were made in accordance with the terms of this Contract.

31. Available County Remedies

In the event of Contractor's default hereunder, the County shall have the right to terminate this Contract and the Contractor shall, upon written notice, quit and surrender to the County all premises and locations it is authorized to furnish services from, or remove equipment or other furnished property that the County had authorized the installation of, on the date and to the extent specified in the written notice without any liability to the County. Thereupon, the County may award the Contract to others for the provision of the services. No such termination

of this Contract shall relieve the Contractor of its liabilities and obligations under this Contract which shall survive such termination. Further, the County may accelerate any reasonable part of all commissions and fees due to the County, including all costs, charges, payments or expenses herein agreed to be paid by the Contractor, for the entire remaining unexpired term of the Contract, or applicable extension thereof, and the Contractor shall reimburse the County for all reasonable costs incurred by the County upon demand to effectively cure such a breach to include reasonable attorney's fees and other legal expenses and interest at the legal rate, which sums, costs and applicable interest, shall be deemed as additional commissions under this Contract.

32. Non-Indebtedness/Non-Payment

Contractor warrants that neither itself, nor its parent(s) or any subsidiary, is currently indebted to the County and that the Contractor and its parent(s) or any subsidiary will not be indebted to the County at any time during the full term this Contract or any extension thereof. Further, Contractor expressly agrees that if any fee, commission, charge, cost, payment or expense remains unpaid after being overdue for more than thirty (30) calendar days, the Contractor authorizes that a County attorney may appear for the Contractor in any Court of Record and act on the behalf of the Contractor in such Court, without limitation or liability, for any and all actions brought by the County for the collection of any such commissions, fees, costs, charges, payments or expenses owing the County that the Contractor agreed to pay hereunder and/or to sign any agreement for the recovery or collection of same from the Contractor.

33. Primary Interchange Exchange Fee and Other Charges

The Contractor shall pay any and all Federal, State and local taxes, fines, penalties and assessments arising out of the operation of the Contractor's business pursuant to this Contract including any charges imposed by a Primary Interchange Exchange (PIC) service provider, including PIC change, reprogramming, replacement or removal of microchips that may be required for the provision of such services.

34. Confidentiality

Except as provided by law and California Government Code 6250, et seq., Contractor agrees to a fiduciary relationship with the County and warrants that it will hold all information belonging to, or provided by the County, or any other information whatsoever or howsoever obtained in its course of dealing with the County pertaining to the ITS System, in strictest confidence and in accordance with County security requirements, and will neither use it nor disclose it to anyone without the express written permission of duly authorized County representatives and then only to the extent so authorized. The County shall, from time to time, furnish to the Contractor a list of such authorized County personnel who may be permitted access to information in held the files of the Contractor, upon reasonable notice, and the Contractor agrees not to permit any access thereto to any user personnel except those so listed. The foregoing warranty shall be deemed to be a continuing obligation on the part of the Contractor notwithstanding the completion or other termination of this Contract. In the event that the County requests additional security provisions, Contractor shall not unreasonably refuse or delay to adopt the same..

35. Security/Background Checks for Contractor (and Subtier) Personnel

Contractor agrees to furnish, at all times during the full term of this Contract or any extension thereof, fully qualified professional staff and/or labor to discharge its performance obligations hereunder; and, except as provided herein, all Contractor and/or Subcontractor (subtier) personnel shall at all times remain under the control of the Contractor. Nonetheless, as a condition of working on this ITS Project, all such Contractor, or subtier personnel involved are subject to passing a County (Sheriff-Coroner) security or background investigation. Further, all such personnel shall cooperate fully with County representatives responsible for conducting security or background investigations to determine their suitability to work on this Contract. In the event that any such personnel fail to pass a security or background investigation in accordance with the applicable Sheriff-Coroner standards, they shall not be eligible to work in any capacity on this Contract (viz. the ITS Project) and shall immediately be replaced by the Contractor.

36. Covenant Against Contingent Fees and Affidavit of Non-Collusion

By its signature(s) on Attachment 3, Non-Collusion Affidavit, Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bone fide employees or bone fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with its termination provisions herein and, in its sole discretion, to recover the full amount of such commission,

percentage of average or contingent fee from the Contractor without prejudice to any other rights or remedies available to the County.

37. Beneficial Pricing and Equipment/Software Enhancement

During the full term of this Contract, or any extensions or renewals hereof, the Contractor agrees to increase the County's commission rate to a level that is at least equal to the highest commission rate paid on an inmate telephone services contract in the State of California. The County's commission rate shall be applied retroactively back to the date that the higher rate went into effect anywhere within the State of California. Contractor agrees that all sums due to the County resulting from any retroactive calculation of increased commissions arising hereunder shall be immediately due and payable to the County; and, under no circumstances will the Contractor's commission rate adjust lower than the payment or commission rate shown in Exhibit C of this Contract. Further, if new technologies emerge that vary from the Contractor's equipment, current methodology or services provided hereunder, to include enhanced telephone equipment, software or firmware, or new methods, approaches or devices resulting in enhancements to operational efficiencies, more effective maintenance or tending to lower the costs of administration of the inmate telephone system, the Contractor shall install or otherwise provide in a timely manner, at the option of the County, such enhancements at no decrease in the rate of commission upon their becoming a defacto standard which is defined as the Contractor's offering same to other institutions in similar settings.

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

For CONTRACTOR: (The signatures of 2 officers of the company are required.)

TCG Public Communications, INC

By Jahir Hyland

Title VICE PRESIDENT

By Paul Dannecker

Title Assistant Treasurer

APPROVED AS TO FORM:

County Counsel

By [Signature]

Date 5.14.03

COUNTY OF ORANGE

By Jane Keys

Title Assistant Director, Financial/Adm.

Date 6-11-03

EXHIBIT A, Inmate Telephone Services
Scope of Work

Background

The County of Orange (County) seeks proposals, from qualified suppliers, to provide an Inmate Telephone system and services at all adult and juvenile detention facilities. Respondents can submit proposals for one or both Operating Agreements that will be awarded. One agreement (System & Local Telephone Service) will be awarded for the acquisition, installation, operation and maintenance of the telephone system and local collect only telephone service. The second agreement (Long Distance Service) will be for intra-state and inter-state collect only long distance telephone service. These agreements are currently contracted to Pac Bell and MCI respectively.

Term of Contract

The County is interested in negotiating an initial three (3) year contract with up to seven (7) one-year renewal options.

Current Inmate Telephone System Environment

- The vast majority of telephones are collect call only. There are a limited number of "free" local call only phones in each facility. The use of all phones is controlled via toggle switches in areas manned by Sheriff Deputies or other County staff.
- When an inmate initiates a call they are connected to either a local operator or a MCI operator depending on the number dialed.
- There currently is no notification to the called party that the call is originating from an Orange County detention facility.
- There are approximately 642 telephones now in service at 8 facilities. These telephones are serviced from Pac Bell central offices. The Los Pinos facility (ten phones) is serviced by Verizon and is on a separate revenue sharing contract.
- The Basic Inmate Telephone System consists of 263 of the 642 telephones at the 8 facilities (see Exhibit B).
- To provide an enhanced level of telephone access, approximately 379 of the 642 telephones are in service at the 8 facilities (see Exhibit B).
- The average monthly revenue, for the past twelve months, for all phones, is \$500,000 for local services and \$62,000 for long distance services.
- The current contractor owns the existing Inmate Telephone System infrastructure. Should a new contractor be selected, as a result of this RFP process, and want to retain any of the existing infrastructure (such as telephones), any associated cost will be the responsibility of the new contractor.

County Responsibilities

The County will provide the following:

1. Access and security for Contractors personnel while working in detention facilities
2. Appropriate space to house and secure equipment
3. Facilitate the installation of any power, HVAC or other facilities related requirements
4. Coordination between contractor and any County agencies or other County vendor(s) if required
5. Project Management, technical design liaison, design approval, training coordination and system acceptance.

By submitting a proposal respondents are acknowledging acceptance of and compliance with, the following. If any exceptions are taken please note (in bold) under item exception is addressing.

1. Telephone System

- a Contractor(s) will be responsible for (except as defined in Exhibit B), all costs associated with acquiring, installing, operating, training, maintaining and enhancing any system hardware and software required to support services during the contract period.
- b Contractor will provide at no charge to the County, (except as set forth in Exhibit B paragraph entitled Basic Phone System) over the life of the contract, all hardware, software and application enhancements, as they become a standard or optional element of contractor's products or services offered to clients. Contractor will be required to notify the County in writing at the time enhancement(s) becomes generally available to other clients.
- c Any installation, testing and implementation work required will be conducted at times (to include late night or weekend hours) the County determines provides the least impact to security and the optimal safety of the contractor's staff. It is anticipated most work will be executed during normal business hours.
- d Contractor(s) will be responsible for all costs, (except as set forth in Exhibit B paragraph entitled Basic Phone System) associated with providing equipment or services to support increases in the number of telephones at existing locations or new facilities for the duration of the contract.
- e Contractor(s) will be responsible for providing personnel to support any/all system administration and reporting requirements unless the County requests or agrees to modifications.
- f All equipment provided to the County will fully comply with FCC regulations, the American with Disabilities Act (ADA) and Telephone Devices for the Deaf (TDD) Federal and State regulations.
- g All equipment and network designs must be pre-approved by the designated County representative.
- h Provide periodic technology upgrades to ensure system can support evolving business and technological requirements. Specifics to be negotiated.
- i Contractor will be responsible for the removal of any contractor owned equipment if the contractual relationship with the County is terminated. The timing of the removal shall be determined by mutual agreement between the County and contractor.
- j Create and maintain comprehensive documentation on all elements of the system inventory, operational procedures/policies and maintenance/problem reports. Copies of this documentation will be provided to designated County staff.

2. Local & Long Distance Services

- a) All telephone usage commissions will be calculated on gross charges for all completed calls with no deductions for any reason.
- b) Provide a detailed description of how calls are rated, billed and collected.
- c) Provide proposed rates for all costs related to call setup fees or surcharges and per minute charges for distance and time of day related billing categories.
- d) Will develop with the County a billing and commission audit process to be executed at least once a year and as often as once each quarter if requested by the County.
- e) All telephone services provided to the county will fully comply with FCC and CPUC regulations and tariffs.

- f) No calls shall be blocked or commissions withheld due to a lack of LEC or CLEC billing agreements with the contractor.
- g) Calls may be blocked to telephone numbers that have delinquent bills or customer refuses to pay for approved calls to that number.
- h) Provide detailed information regarding contractor's management practices for bill collections, fraud detection/prevention and unbillable/uncollectable calls. Indicate if practices or policies have any impact on commission structure.

3. Contractor Staff Accountability

- a) All personnel designated to support the Inmate Telephone System must submit documentation and pass a background check by the Orange County Sheriff and/or Orange County Probation departments.
- b) Train and periodically reinforce with support staff the requirement for safe work habits and good housekeeping practices when working at County facilities.
- c) The contractor's employees are responsible for adhering to County procedures and security policies when working at County facilities.
- d) While in a County detention facility any lost or misplaced equipment, materials or tools must be reported to the County staff at that facility, immediately.
- e) No contraband will be permitted and if found on an employee, is punishable as a crime
- f) A contractor's employees, while in a County detention facility, are subject to routine searches of their persons, property and vehicles.

4. Sub-Contractors

Proposals that include sub-contractor relationships are permitted. Any sub-contracted elements of this agreement must be fully disclosed in the proposal and the Prime contractor will be fully responsible for project costs and performance associated with a sub-contractor;

Inmate Telephone System Specifications

The proposal should respond to each line item with degree of compliance first, followed by a brief description of how compliance will be achieved. This should include key elements relative to architecture or functionality (i.e. NT operating system or line-powered telephone, etc.). A third element of response labeled "Alternative" can be added to any line item that the respondent considers to be equal functionality or an improvement over the functionality requested. Any ramifications pro or con related to the suggested alternative must be included. If a feature or function has a cost impact that could affect the commission schedule, describe that impact fully in the "Pro/Con Statement" area. Please use the following template when drafting your response for each system functional item. Failure to follow this template may result in the proposal being considered non-responsive.

List specified item – 1. Provide automated operator collect call functions.....
Degree of Compliance – Fully comply, Can't comply, etc.
How Compliance is achieved -
Alternative(s) -
Pro/Con statements -

Required system functionality to support the following:

- 1. Provide automated operator collect call function, for local, intra-lata, intra-state and inter-state calls, without the need for a live operator.
- ✓ 2. Support requirements for international collect calling. Describe in exact detail the proposed call set up process and system functionality that would be used to meet this requirement. If the proposed solution compromises call control, call reporting, fraud control or other system security functions, describe those completely.

3. Support the ability to make free calls to numbers programmed into the system, for court and other authorized calls. This should include parameters for automated management of the number of calls; call duration, time of day access and phone(s) from which call(s) can be initiated.
4. Not allow any non-collect outbound calls except to numbers programmed into the system by authorized individuals.
5. Provide extensive call blocking features that are flexible and can be executed manually or through automated functions based on pre determined parameters.
6. Allow called parties to block future calls to their phone through an automated process using the keypad on their phone or using speech recognition technology.
7. Be architected to support simultaneous usage of all phones in each facility.
8. Not allow incoming calls.
9. Complete the call set-up and acceptance process (i.e. going off hook to call acceptance or rejection) within forty-five (45) seconds.
10. Support pre-recording of the inmate's name to be played to the called party during the collect call acceptance process.
11. At adult detention facilities only, play a recorded message, during the collect call acceptance process that the call is originating from an Orange County detention facility.
12. Provide a programmable voice overlay function for repeating the message at intervals during all calls.
13. Inform the called party of the call set-up or surcharges and per minute charges that will be billed to the called party's telephone bill, before call acceptance is completed.
14. Include a called party acceptance process that validates acceptance by pressing or dialing one or more numbers on a touch-tone or rotary telephone.
15. Mute the inmate's ability to speak to the called party until the call is accepted.
16. Disable the telephone keypad during a call.
17. Support English, Spanish, Vietnamese speaking automated operator functions initially, expandable to seven (7) languages in the future. The system will prompt the inmate to select a supported language during call set-up.
18. Be able to detect ALL analog or digital call transferring or conferencing functions. When detected the system will immediately disconnect the call.
19. Utilize telephone instruments that are hardened for high use/high abuse detention facilities. The instruments will be suitable for indoor and outdoor installations and have a twelve- button keypad, handset with armored cord and cradle.
20. Have instruments that are coin-less and card-less.
21. Have instruments that meet applicable FCC regulations and UL standards.
22. Support the ability to program, by phone, cellblock, building, facility or system wide, features such as, call duration limits and on/off by time of day or day of week.
23. Provide the ability to turn phones on and off remotely through the system and have a manual or automated on/off switch in selected locations within each facility.
24. Provide UPS with battery backup capacity to support system operation for a minimum of two hours in the event of a power outage.

25. Support the option to implement call monitoring and call recording in an at will method, in a random recurring method or in a more systematic system wide method.
26. If requested, allow each facility to have an administration terminal for report generation, call detail records analysis, system changes for telephone usage or other management and administrations functions.
27. Support the need for rapid changes to caller or called number authorizations, restrictions or other telephone usage parameters.
28. Support storing telephone system related data for a minimum of one year on-line and up to three in an archive.
29. Have a proven architecture that supports a centralized database design. If the proposed system will utilize servers at each detention facility these servers must include redundant components to ensure a reliability factor of 99.999 percent up time. Communication between the remote servers and central server must be configurable for either switched modem or WAN connectivity.

Call Detail and Management Reporting

The reporting capabilities for the systems must be comprehensive and provide a wide variety of reporting functions that can be easily utilized by Contractor's and/or County staff. Describe in detail the reporting tools that will be provided with the system. Please include in your proposal, as an attachment or on a CD, sample copies of reports for Call Detail Records, System and Phone utilization, System Exception reports, Revenue/Commission reports, Problem Management, etc.

The county is most interested in improving the tools available for call trace, call history detail and other call detail capabilities that can be used to aid investigations related to calls from the detention facilities. Please provide significant detail on the system features available, in your response

Maintenance

Maintenance will be the sole responsibility of the contractor. A problem reporting process will be developed during contract negotiations but the following elements of maintenance, problem resolution and requisite reporting will be required;

1. Provide all necessary parts and materials from a local (50-mile radius) service facility.
2. Maintain an adequate staff and local service technicians to provide:
 - a 24 x 7 x 365 support
 - b One hour or less response time for remote support from a Technical Assistance Center (primarily dial-up server support).
 - c Four (4) hour or less on site support response time, for major service interruptions (defined as server unavailable or more than half the phones in a bank of phones are unavailable in any one area of a specific facility) and an eight (8) hour or less problem resolution time for all hardware related problems.
 - d Next business day on site response for all other service interruptions with resolution duration that is not to exceed twenty four-hours (24).
3. Be responsible for reporting and managing any telephone carrier service problem.
4. Provide timely communications to designated County staff on any major service problems.
5. Provide at a minimum, monthly problem management reporting to designated County staff.

Penalties

The following defines penalties the County can invoke if service levels are missed.

EXHIBIT B
Inmate Telephone Services Contract

COUNTY SUPPLIED ITEMS

Inmate Telephone System

The Inmate Telephone System is divided into two categories. Each category has a separate funding source and therefore requires the system costs to be defined by the following:

Basic Telephone System – The basic system consists of 263 telephones in eight county detention facilities. (Attachment A) It also includes the infrastructure that supports these phones, such as trunks, switching equipment and cable. The equipment costs for acquisition, installation, maintenance and technology life cycle upgrades are to be identified as a separate line item cost in the respondent's proposal. These costs will be paid by the County and are **not** to be included in calculation for telephone rates or commissions. If in the future, a new detention facility is brought online, "basic" telephone service requirements will be defined, and paid, by the County.

Enhanced Telephone System - This system is an enhancement to the basic system. It consists of approximately 379 additional phones in the eight county detention facilities and includes the supporting switching systems components. The telephones and telephone systems equipment costs for acquisition, installation, maintenance and technology life cycle upgrades are to be included in calculations for telephone rates and commissions.

County Responsibilities

The County will provide the following:

1. Access and security for Contractors personnel while working in detention facilities
2. Appropriate space to house and secure equipment
3. Facilitate the installation of any power, HVAC or other facilities related requirements
4. Coordination between contractor and any County agencies or other County vendor(s) if required
5. Project Management, design approval, training coordination and system acceptance.

Attachment A to Exhibit B

ORANGE COUNTY SHERIFF INMATE PHONE SYSTEM

CENTRAL JAIL COMPLEX**Women's Jail 15 phones**

1. Mod P-Tank 13	714-973-2670
2. Mod P-Tank 14	714-973-2735
3. Infirmary	714-973-2743
4. 2 nd Floor -Tank 1	714-973-2656
5. 2 nd Floor -Tank 3	714-973-9760
6. 2 nd Floor -Tank 5	714-973-2711
7. 2 nd Floor -Tank 7	714-973-9954
8. 2 nd Floor -Tank 2	714-973-2658
9. 2 nd Floor - Tank 4	714-558-9833
10. 2 nd Floor - Tank 6	714-973-2674
11. 2 nd Floor - Tank 8	714-558-9957
12. 2 nd Floor - Tank 9	714-973-2677
13. 2 nd Floor - Tank 11	714-973-2742
14. 2 nd Floor - Tank 10	714-973-2741
15. 2 nd Floor - Tank 12	714-973-2740

Men's Jail 65 phones

1. Floor 2 Mod O Juvenile dayroom	714-973-2704
2. Floor 2 Mod O Ward C dorm 1	714-954-1905
3. Floor 2 Mod O Ward D dorm 1	714-973-2758
4. Floor 2 Mod O Shelt. Liv dayroom 2	714-973-7839
5. Floor 3 Mod A tank 1 cell 1	714-954-1910
6. Floor 3 Mod A tank 1 cell 2	714-954-1911
7. Floor 3 Mod A tank 1 cell 3	714-954-1912
8. Floor 3 Mod A tank 1 cell 4	714-954-1913
9. Floor 3 Mod A tank 1 cell 5	714-954-1914
10. Floor 3 Mod A tank 2 cell 1	714-954-1915
11. Floor 3 Mod A tank 2 cell 2	714-954-1916
12. Floor 3 Mod A tank 2 cell 3	714-954-1917
13. Floor 3 Mod A tank 2 cell 4	714-954-1918
14. Floor 3 Mod A tank 2 cell 5	714-954-1919
15. Floor 3 Mod A tank 5 dorm 1	714-973-2731
16. Floor 3 Mod A tank 6 dorm 1	714-973-2734
17. Floor 3 Mod B tank 7 dayroom 1	714-973-2738
18. Floor 3 Mod B tank 8 dayroom 1	714-973-2744
19. Floor 3 Mod B tank 9 dayroom 1	714-954-1902
20. Floor 3 Mod B tank 10 dayroom 1	714-954-1928
21. Floor 3 Mod C tank 11 dorm 1	714-973-2720
22. Floor 3 Mod C tank 12 dorm 1	714-973-2726
23. Floor 3 Mod C tank 13 dayroom	714-954-1934
24. Floor 3 Mod C tank 14 dayroom	714-954-1935
25. Floor 3 Mod C tank 15 dorm 1	714-954-1936
26. Floor 3 Mod C tank 15 dorm 2	714-954-1937
27. Floor 3 Mod C tank 15 dorm 3	714-954-1938
28. Floor 3 Mod C tank 15 dorm 4	714-954-1939
29. Floor 3 Mod C tank 15 dorm 5	714-954-1940
30. Floor 3 Mod C tank 16 dorm 1	714-954-1941
31. Floor 3 Mod C tank 16 dorm 2	714-954-1942
32. Floor 3 Mod C tank 16 dorm 3	714-954-1943
33. Floor 3 Mod C tank 16 dorm 4	714-954-1944
34. Floor 3 Mod C tank 16 dorm 5	714-954-1945

Attachment A

35. Floor 4 Mod D tank 17 dorm 1	714-954-1946
36. Floor 4 Mod D tank 17 dorm 2	714-954-1947
37. Floor 4 Mod D tank 17 dorm 3	714-954-1948
38. Floor 4 Mod D tank 17 dorm 4	714-954-1949
39. Floor 4 Mod D tank 17 dorm 5	714-954-1950
40. Floor 4 Mod D tank 18 dorm 1	714-954-1951
41. Floor 4 Mod D tank 18 dorm 2	714-954-1952
42. Floor 4 Mod D tank 18 dorm 3	714-954-1953
43. Floor 4 Mod D tank 18 dorm 4	714-954-1955
44. Floor 4 Mod D tank 18 dorm 5	714-954-1956
45. Floor 4 Mod D tank 19 dayroom	714-973-2636
46. Floor 4 Mod D tank 20 dayroom	714-973-2637
47. Floor 4 Mod D tank 21 dorm 1	714-973-2638
48. Floor 4 Mod D tank 22 dorm 1	714-973-2641
49. Floor 4 Mod E tank 23 dayroom 1	714-973-2621
50. Floor 4 Mod E tank 24 dayroom 1	714-973-2628
51. Floor 4 Mod E tank 25 dayroom 1	714-973-2647
52. Floor 4 Mod E tank 26 dayroom 1	714-973-2640
53. Floor 4 Mod F tank 27 dorm 1	714-973-2651
54. Floor 4 Mod F tank 28 dorm 1	714-973-2653
55. Floor 4 Mod F tank 29 dayroom	714-973-2655
56. Floor 4 Mod F tank 31 dorm 1	714-973-2659
57. Floor 4 Mod F tank 31 dorm 2	714-973-2650
58. Floor 4 Mod F tank 31 dorm 3	714-973-2661
59. Floor 4 Mod F tank 31 dorm 4	714-973-2662
60. Floor 4 Mod F tank 31 dorm 5	714-973-2663
61. Floor 4 Mod F tank 32 dorm 1	714-973-2665
62. Floor 4 Mod F tank 32 dorm 2	714-973-2666
63. Floor 4 Mod F tank 32 dorm 3	714-973-2667
64. Floor 4 Mod F tank 32 dorm 4	714-973-2668
65. Floor 4 Mod F tank 32 dorm 5	714-973-2664

Intake Reception Center "IRC"

32 phones

1. Floor 1 Mod J tank 1 dayroom 1	714-973-9700
2. Floor 1 Mod J tank 2 dayroom 1	714-973-9702
3. Floor 1 Mod J tank 3 dayroom 1	714-973-9704
4. Floor 1 Mod J tank 4 dayroom 1	714-973-9706
5. Floor 1 Mod J tank 5 dayroom 1	714-973-9708
6. Floor 1 Mod J tank 6 dayroom 1	714-973-9710
7. Floor 1 Mod J tank 7 dayroom 1	714-973-9712
8. Floor 1 Mod J tank 8 dayroom 1	714-973-9714
9. Floor 2 Mod K tank 9 dayroom 1	714-973-9750
10. Floor 2 Mod K tank 10 dayroom 1	714-973-9752
11. Floor 2 Mod K tank 11 dayroom 1	714-973-9754
12. Floor 2 Mod K tank 12 dayroom 1	714-973-9756
13. Floor 2 Mod K tank 13 dayroom 1	714-973-9758
14. Floor 2 Mod K tank 14 dayroom 1	714-973-9760
15. Floor 2 Mod L tank 15 dayroom 1	714-973-9740
16. Floor 2 Mod L tank 16 dayroom 1	714-973-9742
17. Floor 2 Mod L tank 17 dayroom 1	714-973-9774
18. Floor 2 Mod L tank 18 dayroom 1	714-973-9744
19. Floor 2 Mod L tank 19 dayroom 1	714-973-9746
20. Floor 2 Mod L tank 20 dayroom 1	714-973-9748
21. Floor 2 Mod M tank 21 dayroom 1	714-973-9716
22. Floor 2 Mod M tank 22 dayroom 1	714-973-9718
23. Floor 2 Mod M tank 23 dayroom 1	714-973-9720
24. Floor 2 Mod M tank 24 dayroom 1	714-973-9722
25. Floor 2 Mod M tank 25 dayroom 1	714-973-9724
26. Floor 2 Mod M tank 26 dayroom 1	714-973-9726
27. Floor 2 Mod M tank 27 dayroom 1	714-973-9728

28. Floor 2 Mod M tank 28 dayroom 1	714-973-9730
29. Floor 2 Mod M tank 29 dayroom 1	714-973-9732
30. Floor 2 Mod M tank 30 dayroom 1	714-973-9734
31. Floor 2 Mod M tank 31 dayroom 1	714-973-9736
32. Floor 2 Mod m tank 32 dayroom 1	714-973-9738

JAMES A. MUSICK 4 phones

1. West Compound # 18	714-855-7942
2. North Compound # 10	714-855-2949
3. East Compound Delta # 6	714-855-2980
4. South Compound dorm B	714-855-2988

THEO LACY 36 phones

1. Booking loop	714-938-9968
2. "A" Barracks inside	714-978-8666
3. "B" Barracks inside	714-978-8661
4. "C" Barracks inside	714-978-8667
5. "D" Barracks inside	714-978-8692
6. "E" Barracks inside	714-978-8698
7. "F" Barracks East	714-978-8659
8. "F" Barracks West	714-938-8658
9. "G" Barracks East	714-938-9925
10. "G" Barracks West	714-938-9932
11. "H" Barracks East	714-634-9777
12. "H" Barracks West	714-634-9704
13. Mod "I" sector 1	714-938-9942
14. Mod "I" sector 2	714-938-9944
15. Mod "I" sector 3	714-938-9946
16. Mod "I" sector 4	714-938-9948
17. Mod "I" sector 5	714-938-9952
18. Mod "I" sector 6	714-938-9954
19. Mod "J" sector 7	714-938-9956
20. Mod "J" sector 8	714-938-9958
21. Mod "J" sector 9	714-938-9960
22. Mod "J" sector 10	714-938-9962
23. Mod "J" sector 11	714-938-9964
24. Mod "J" sector 12	714-938-9966
25. Mod "K" sector 13	714-634-9718
26. Mod "K" sector 14	714-634-9724
27. Mod "K" sector 15	714-634-9752
28. Mod "K" sector 16	714-634-9822
29. Mod "K" sector 17	714-634-9837
30. Mod "K" sector 18	714-634-9862
31. Mod "L" sector 19	714-634-9868
32. Mod "L" sector 20	714-634-9873
33. Mod "L" sector 21	714-634-9882
34. Mod "L" sector 22	714-634-9897
35. Mod "L" sector 23	714-634-9929
36. Mod "L" sector 24	714-634-9949

JUVENILE HALL 54 phones
Unit A

714-634-0597
714-978-8652
714-978-8653

Unit B

714-938-0582
714-978-8654

714-937-9635

Attachment A

714-634-0598

Unit C

714-634-0599

714-978-8640

714-978-8649

Unit D

714-740-4121

714-938-0592

714-978-6848

Unit E

714-938-0561

714-938-0591

714-938-9906

Unit F

714-938-9972

714-938-8646

714-978-8647

Unit G

714-978-8641

714-978-8639

714-938-9915

714-938-9916

Unit H

714-978-8645

714-978-8864

714-978-8637

Unit I

714-938-9914

714-938-9922

714-978-8635

Unit J

714-978-8600

714-978-8637

714-???-????

714-???-????

Unit K

714-978-8636

714-938-9924

714-978-8627

Unit M

714-938-9923

714-938-9902

714-978-8634

Unit O

714-937-9636

714-938-9903

714-938-9919

714-978-8633

Unit R

714-978-8642

714-938-9920

714-978-8632

Unit S

714-978-8630

714-978-8643

714-938-9921

Unit T

714-978-0072

714-978-0081

714-978-0161

Bunkhouse

949-858-1771
949-589-2753
949-858-1212
Rec. Area
949-858-3342
949-858-3343
949-858-3341

LOS PINOS CONSERVATION CAMP

10 phones

Dorm 1A	909-678-3680
Dorm 1B	909-678-5385
Dorm 2A	909-678-1798
Dorm 2B	909-678-1697
Dorm 3A	909-678-6927
Dorm 3B	909-678-6695
Dorm 4A	909-678-2971
Dorm 4B	909-678-5389
Rec. Hall	909-678-9076
Rec. Hall	909-678-9018

EXHIBIT C**INMATE TELEPHONE SERVICES
COMMISSION/COMPENSATION SCHEDULE FOR CONTRACTOR SERVICES**

This is a Revenue Contract between the County and Contractor for services provided in Exhibit A, Scope of Work. In accordance with the provisions of Article 5 of the Additional Terms and Conditions, the Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work.

Contractor shall pay County the greater of either:

A minimum Annual Guarantee (MAG) of \$ 2,600,000.00 per year

Or

53 % of the Monthly Gross Revenue (MGR) generated by the ITS System.

Contract Signing Bonus	\$ <u>0</u>
Option Year signing bonus for extensions to the Contract (Out Years)	\$ <u>0</u>

(Contractor shall certify that Contract signing bonus and Option Year signing bonus permitted under CPUC and FCC tariff regulations.)

A. Payment Instructions:

Payments are to be sent to:
County of Orange
Sheriff-Coroner Department
P.O. Box 567
Santa Ana, CA 92703

A. Pay Terms:

No invoices will be presented by the Contractor under this agreement. All payments are due at the County on the due date noted in Paragraph 29. Commission Payments. **N.B. Please note that there are certification requirements for reconciled MGR payments.**

MAG payments are due at the County on the first day of each month. If applicable, reconciling MGR payments are due at the County not later than the 10th day of the succeeding month.

B. Firm Commission Structure (unless of governmental intervention):

All MAG or MGR commission payments or commissions (or percentiles of gross revenue) are firm for the full term of the Contract or extensions thereof; however, the County shall allow the Contractor to increase or decrease the commission schedule paid to the County only in the event of untoward governmental intervention not contemplated by this Contract and only in accordance with and to the extent shown below:

Should the FCC or the State of California change the collect call rates charged to the called party, the County's commission rate under this Contract may be correspondingly adjusted, up or down, by one percent (1%) for every ten percent (10%) increment of change in the rates charged to the called party.

EXHIBIT D
Inmate telephone Services
IMPLEMENTATION PLAN AND SCHEDULE

Pre-Installation Activities

Item	Activity	Description
1.	Contract Signed	The award and signing of the contract officially begin the implementation process.
2.	Meeting Schedules and Contacts Established	Establish a schedule of regular meetings and attendees between the AT&T Team and Orange County. Identify primary contacts ("Facility Manager") for all county facilities involved in the implementation.
3.	Initial Implementation Meeting	The AT&T Implementation Team meets with the County to discuss and finalize the full implementation plan so that potential obstacles are considered and contingency plans are made. Issues such as specific features to be installed, day to day contacts, working processes, branding requirements, etc. are addressed.
4.	Site Surveys	Site surveys are conducted to determine the specific requirements of each facility, including cable, electrical, equipment, and phone locations. The AT&T Implementation Team will work with the appropriate County and facility representatives to determine dates for site surveys at each facility.
5.	Implementation Plan and Schedule Finalized	AT&T will submit a Final Implementation Plan and Schedule to the County for review and approval.
6.	Service Orders Issued	Orders are issued for inmate telephones, dial tone for phone lines, electrical, conduit, and cable (if needed).
7.	WAN Connections Ordered; LAN/Equipment/Cable Installations Scheduled	Network, cabling, and necessary hardware requirements are finalized and installations are scheduled.
8.	Site Branding Developed	This refers to the recorded message heard by the called party, which identifies that the call is coming from an Orange County detention facility. This begins the production of chips, which contain this digitized message.

9.	Employee Information/ Security Check	AT&T will provide information on employees who will participate in on-site installation activities for purposes of security checks and clearance as required.
10.	Establish Conversion Plan with Current Vendor	AT&T will coordinate with current vendor(s) to ensure that the conversion to new service goes smoothly and without service interruptions.
11.	Station equipment shipped	Station equipment is shipped to the facility.
Installation Activities		
Item	Activity	Description
12.	Install telephone equipment	Install new telephone station equipment. AT&T will schedule all implementation and cutovers to minimize downtime and perform all work at hours as directed by the County.
13.	Inmate Computer Equipment Assembled, Staged, and Delivered to Sites	The inmate system equipment is assembled and forwarded to a staging and testing area prior to shipment. The system is typically shipped two weeks prior to cutover.
14.	Admin/LIDB Installation	Configure the Admin/LIDB
15.	Feature Selection Finalized	Options in system design and operation are addressed.
16.	Training Planning and Materials	Deliver Training Materials and finalize training requirements, attendees, locations, and schedules.
17.	On-site Installation of Inmate Systems	Install computers, communications links, and other equipment. Perform system Integrity checks. Prepare and install systems as specified in the appropriate "Installation, Test, and Maintenance Manual."
18.	Software Installation and test	System software for the inmate system is installed, programmed, and tested.

19.	System Data Conversion	Data from the old system is converted to the new system, block database online, remote system check.
20.	Cutover	Phones are cutover line-by-line and tested to ensure no interruption of service. AT&T will notify the County five working days prior to any area being cutover. AT&T will schedule all cutovers to minimize downtime and will perform all work at hours as directed by the County. Service affecting cutovers will be accomplished at night or on weekends and will be scheduled in advance with the facility manager. AT&T will ensure that all installed services have been tested and made ready for use prior to cutover. The cutover is complete upon successful completion of the final system test at which time the County should issue written notification that the installation has been accepted.
21.	Clean-up and Final	Installation is complete and the administrator takes charge of the system.
22.	Acceptance System Training	The AT&T Team conducts system training in accordance with requirements.
Post-Installation Activities		
Item	Activity	Description
23.	Post-Installation Activities	<p>Following are the post-installation activities that occur in a typical system deployment.</p> <ul style="list-style-type: none"> • Validation • Block Number Process • Daily Downloads • Call Detail Records • Daily System Check • Call Rating • CDR Conversion • Diagnostics • Remote Maintenance

Schedule from contract signing or County approval

WEEK	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Site Surveys																
Implementation Plan																
Equipment Order/Delivery																
Functional Testing																
Equipment Assembly & Test																
Site Installation - Central 3 Facilities + Youth Guidance																
Site Installation - Theo																

EXHIBIT E
Inmate telephone Services
TRAINING PLAN AND SCHEDULE

Training

AT&T will provide system training for designated County personnel, covering the complete system with a system user guide. All training is provided by employees of AT&T and/or subcontractors that have gone through certified training provided by AT&T and/or system manufacturers/providers.

AT&T will provide on-site or classroom training for various levels of facility staff including site administrators, special investigators, and data entry specialists, as appropriate. AT&T will provide a combination of instructor-lead training and on-the-job training which emphasize hands on demonstrations to familiarize participants with the system.

Users can typically become fluent in the operation of functions the institutions may need to access for themselves by the end of the one-day training session provided as part of the inmate system installation. This training class, combined with and user guides that provide simple, step-by-step instructions and the intuitive easy-to-use design of the Administrative Workstation applications and programs, enable users to quickly learn and use system functions.

AT&T will work with the County to determine specific training needs and to schedule the appropriate training. The following training is typically conducted as part of the implementation process

Objective	Ensure designated personnel are fully trained in the administration and operations of the inmate system.
Training Topics	<p>Topics to be covered in this training will include:</p> <ul style="list-style-type: none"> • Inmate call process • Reporting options and queries • Administrative Workstation security and general information • Call number blocking and privileged number entry • PIN/Debit account management centrally and/or locally • Hearsay Operating Instructions and options • Administrative Workstation and Hearsay as investigative tools • Trouble reporting procedure. • Remote monitoring, remote playback, recording, and data access capabilities • Recording storage management centrally and/or locally • Emergencies - phone shut-down, reporting, service issues
Sessions and	The training sessions will be half-day sessions at

each site on a mutually agreed upon date and time. The format will be an open training session using a multimedia presentation, printed materials, and a question and answer session. Each session participant will receive a binder with documentation on each training session topic

Attendees

The sessions are targeted for site project coordinators and/or investigative staff depending on the location of the training and the needs of the County. The ideal training session size is five people to allow for extensive one-on-one training and exchanges.

EXHIBIT F
Inmate telephone Services
INSTALLATION AND EQUIPMENT LIST

EXHIBIT F
Inmate telephone Services
INSTALLATION AND EQUIPMENT LIST

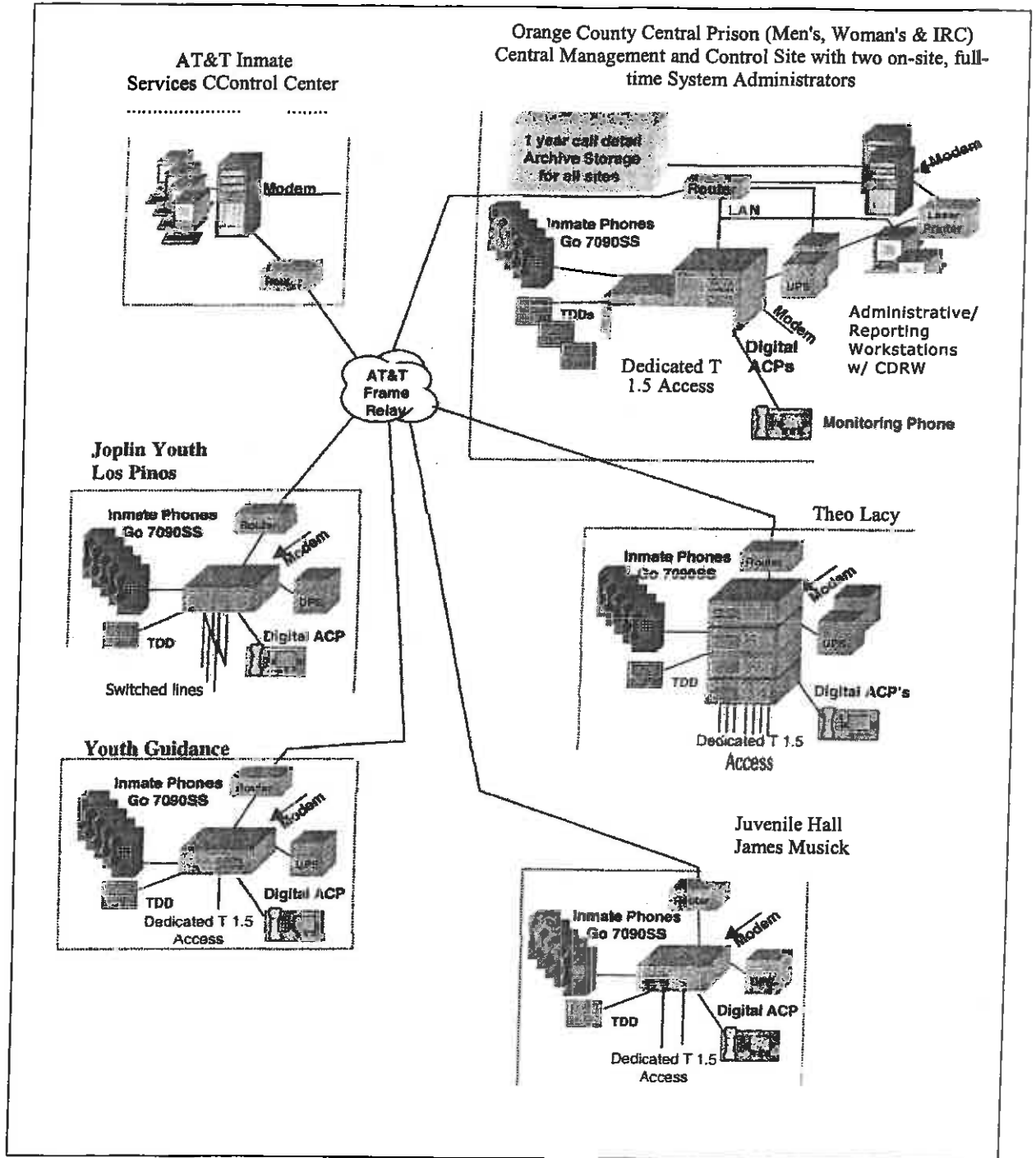


EXHIBIT G
Inmate Telephone Services
PROJECT STAFFING PLAN AND ORGANIZATION CHART

The following personnel may be changed for personnel of same skill and experience

Name	Position	Primary Role/Responsibility	Years Experience
Tom Sweeney	AT&T National director of Inmate Communications	Provide executive-level support to ensure proper corporate commitment and resource allocation	Over 25 years supporting inmate systems and accounts.
Skip Smith	AT&T Account Manager/ Contract Manager	Ensure compliance with all contractual and administrative requirements	Over 27 years experience in planning, managing, and supporting customer accounts/projects.
Bill Reynolds	AT&T Project/Implementation Manager	Overall responsibility for planning, scheduling, and managing the implementation of the County of San Diego ITS project; ongoing responsibility for operational excellence.	Over 26 years experience in installing and managing the operations of public payphone and inmate systems.
Tom Klemm	Service & Support Manager	Manage the personnel and systems responsible for installing and maintaining the inmate systems.	Over 12 years of experience in servicing and supporting smart payphones and systems with CCG.
To Be Assigned	System Administrators/ Technicians	Assist in implementation and provide ongoing operational and maintenance support for the inmate phones and calling platform.	Trained, certified, and experienced System Administrators/Technicians will be assigned upon contract award.

Following are more detailed descriptions of the roles and responsibilities of the AT&T Team.

Tom Sweeney, National Director of Inmate Communications.

Qualifications Summary: Tom has supported inmate systems and accounts for over 25 years. He has been directly involved in designing, installing, and maintaining, large inmate systems throughout the U.S. His experience serving the inmate market includes eight years with communications providers and seven years as Executive Vice President of Operations with an exclusive ITS provider. Tom has managed the implementation and transition of over 500 inmate facilities nationwide, including systems for the Department of Corrections in Pennsylvania, New Jersey, Massachusetts, Maryland, and Maine.

Major Responsibilities: Tom is responsible for providing Executive level support to the AT&T Team and to the County. He will serve as the advocate for the County in ensuring that all current and future requirements are met to the County's satisfaction. He will also serve as point of escalation for issue resolution as required.

Skip Smith, Contract Team Manager

Qualifications Summary: Skip has over 27 years of experience with AT&T and other communications companies and inmate product providers. Skip is currently responsible for service and support of AT&T Inmate Calling Services in the Western and Southwest Region. Skip is adept at working with customers, internal AT&T resources, and Subcontractors to create, implement, and manage inmate-calling systems.

Major Responsibilities:

- Serve as the single point of contact for the County for all contractual and administrative issues.
- Oversee the AT&T team in the provision of system and network design services, system programming services, system transition and implementation services, post-installation programming and updates, maintenance services, and commission fee schedule services.
- Work in conjunction with any other vendors, carriers, or contractors as necessary to resolve technical issues or problems, eliminating the need for the County to be a mediator in problem resolution.
- Manage and oversee the escalation process to ensure prompt, satisfactory problem resolution.
- Monitor contract compliance.

Bill Reynolds, Project/Implementation Manager

Qualifications Summary: Bill has over 30 years of experience in telecommunications, including 23 years managing operations of inmate phones and systems with a communications provider and three years with an ITS supplier.

Major Responsibilities: The AT&T Project/Implementation Manager will work onsite at during the implementation phase to plan, manage, and support the ITS program. He will be responsible for the following job functions:

- Manage the entire project, including installation, testing, and programming of the ITS system.
- Manage the implementation process for each site, from pre-installation procedures to ordering to site acceptance testing and signoff.
- Schedule and oversee the completion of site surveys.

- Coordinate the implementation and installation activities of all communications and equipment providers, ensuring each milestone activity accomplished according to the mutually agreed upon and accepted Master Implementation Timeline.
- Ensure adherence to the Implementation Timeline for each site/facility.
- Monitor and report on testing and acceptance period operations.
- Address and resolve any issues or complaints, escalating as necessary.

Tom Klemm, Service and Support Manager

Qualifications Summary: Tom has over 30 years of technical product development and service experience in telecommunications and electronics. He participated in the development of the first remotely programmable smart pay telephone in the industry. Tom has over 12 years of experience in servicing and supporting smart payphones and systems with CCG.

Major Responsibilities:

- Provide and manage the personnel to install and maintain the proposed inmate systems and telephones.
- Ensure all personnel thoroughly trained and experienced.
- Oversee all work performed by personnel to ensure continued quality and high level of customer satisfaction.

System Administrators/Technicians

- Serve as the primary point of contact for day-to-day administrative, technical, and system operations issues.
- Provide initial and ongoing support for the implementation and operations of the inmate-calling program.
- Monitor and report on operations.
- Address system programming and maintenance/repair requests.
- Run database queries; provide periodic and on-demand reports for the County.
- Address and resolve any issues or complaints, escalating as necessary.

EXHIBIT H
Inmate Telephone Services
ACCEPTANCE TEST PLAN AND FORMULAE

DIGITAL ACP Call Processing Acceptance Test Checklist

- I. Site Technicians contact TELEQUIP Customer Service for system setup assistance.
- II. Prepare and install TELEQUIP systems as specified in the "Installation, Test, and Maintenance Manual."
- III. Cross connect inmate phone station wiring to TELEQUIP 66 Block connection.
 - Using "Butt-set" test all phone ports for automated operator message.
 - Using "Butt-set" test all outbound trunk ports for dial tone.
 - Test all outbound trunk stations for the ability to place 1+ phone calls.
 - Bridge inmate phone station and outbound trunks together.
- IV. Place Test Calls
 1. Place a collect only 0+ call for the following:
 - a. Local call
 - b. Intralata call
 - c. Intrastate call
 - d. Interstate call
 - e. International call (if applicable)
 2. Place a collect only 0+ call with inmate PIN for the following:
 - a. Local call
 - b. Intralata call
 - c. Intrastate call
 - d. Interstate call
 - e. International call (if applicable)
 3. Place a collect only 0+ call with inmate PIN and each number in approved call number list.
 4. Place a collect only 0+ call with inmate PIN and a number NOT in approved call number list.
 5. Verify call rates for accuracy for all tests calls placed.
- V. Verify call announcements for accuracy.
- VI. Implement call-time restrictions, call duration, etc. for the following and test:
 1. Globally
 2. By inmate phone
 3. By PIN

VII. Place calls to "Blocked" numbers to ensure that call number blocking is in effect.

VIII. Repeat all of the above in Debit Only mode, if necessary.

HearSay Recording and Monitoring Acceptance Test Checklist.

- I. Run two-wire connection from Digital ACP to Monitoring Phone(s).
- II. Using the Monitoring Phone, verify that scan mode and specific keyed instructions function properly.
 1. Initiate a recording.
 2. Scan all phones for off-hook conditions.
 3. Barge-0in and disconnect a call.
 4. Monitor a live conversation.
 5. Verify that station ID, PIN, and called number are displayed on Monitoring Phone.
- III. From the TOM administrative terminal complete the following:
 1. Program specific numbers, phones, or PINs to be recorded.
 - Place test call using the same as listed above.
 - Verify that recordings were created for each scenario with matching dates and times.
 - Playback the recordings for each scenario (verify speaker quality).
 - Archive the recordings.
 2. Program specific numbers that are considered "Privileged" that are not to be monitored or recorded.
 - Using the Monitoring Phone attempt to monitor and record a "Privileged" number.
 - Verify on the TOM that no recordings were created.
 3. Un-archive a recording from tape and playback.
 4. copy recording to recordable CD.

TOM Administrative Terminal Acceptance Test Checklist

- I. Verify that all phones are labeled and appear in the "View Current Phone Status" screen. View calls in progress.
- II. Run each "canned" report and double check for accuracy. Print report.
- III. Create an "ad-hoc" report and double check for accuracy. Print report.
- IV. Block numbers.
- V. Add, modify, and delete a PIN record. Test PIN by placing calls and verifying that settings in the PIN record process appropriately.

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number Z1000000063)

AMENDMENT NUMBER ONE

to

INMATE TELEPHONE SERVICES CONTRACT

This Amendment Number One, hereinafter referred to as "AMENDMENT ONE" is made to the Inmate Telephone Services Contract hereinafter referred to as "CONTRACT" between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY" and AT&T, hereinafter referred to as "CONTRACTOR", and is effective as of January 3, 2006, hereinafter referred to as "EFFECTIVE DATE".

RECITALS

WHEREAS the COUNTY entered into a revenue contract to receive inmate telephone services from CONTRACTOR for Monthly Gross Revenue (MGR) generated by the Inmate Telephone System; and

WHEREAS, CONTRACTOR has increased the percentage of the Monthly Gross Revenue (MGR) by 1% effective January 3, 2006;

WHEREAS, CONTRACTOR has been acquired by Global Tel*Link Corporation, finalized as of June 2nd, 2005;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The total amount of compensation paid to COUNTY by CONTRACTOR under CONTRACT for the term of June 3, 2003 through June 2, 2006, shall be amended effective January 1, 2006 to reflect an increase of 1%, so that the new Monthly Gross Revenue (MGR) is now 54%, additionally CONTRACTOR agrees to submit payment for this true up in the amount of \$3,336.38.
- II. The CONTRACT is amended to reflect CONTRACTOR was acquired by Global Tel-Link finalized as of June 1st, 2005; therefore the CONTRACTOR name will be amended to reflect that acquisition.
- II. All other terms and conditions of the CONTRACT except as amended herein shall remain unchanged, in full force and effect. All changes and amendments set forth herein shall be effective as of the EFFECTIVE DATE of this AMENDMENT ONE.

The parties hereto have executed this AMENDMENT ONE on the dates shown opposite their respective signatures below.

Global Tel*Link Corporation

Date: May 10 2006 By: [Signature]
 Title: Secretary
 Corporate Officer

Date: May 10, 2006 By: [Signature]
 Title: CFO
 Corporate Officer

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

COUNTY OF ORANGE:

Date: 5/17/06 By: [Signature]
 Title: Purchasing Manager

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number Z100000063)

AMENDMENT NUMBER TWO
to
INMATE TELEPHONE SERVICES CONTRACT

This Amendment Number Two, hereinafter referred to as "AMENDMENT TWO" is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY" and Global Tel*Link Corporation, with a business address of 2609 Camcron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and CONTRACTOR executed CONTRACT for Inmate Telephone Services effective June 3, 2003 through June 2, 2006;

WHEREAS, COUNTY desires to continue receiving services from contractor for an additional one year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2006 through and including June 2, 2007.
- II. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT TWO on the dates shown opposite their respective signatures.

Global Tel*Link Corporation

Date: May 10, 2006

By: [Signature]

Title: CEO
Corporate Officer

Date: May 10, 2006

By: [Signature]

Title: Secretary
Corporate Officer

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

COUNTY OF ORANGE:

Date: 5/17/06

By: [Signature]

Title: Purchasing Manager

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number Z1000000063)

AMENDMENT NUMBER THREE

to

INMATE TELEPHONE SERVICES CONTRACT

This Amendment Number Three, hereinafter referred to as "AMENDMENT THREE" is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY" and Global Tel-Link, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and CONTRACTOR executed CONTRACT for Inmate Telephone Services effective June 3, 2003 through June 2, 2007;


WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;


WHEREAS, CONTRACTOR will change out existing Tele-Quip inmate telephone platform for new GTL equipment and the COUNTY has agreed to the changes.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2007 through and including June 2, 2008.
- II. The CONTRACT shall be amended to allow for a change out of existing Tele-Quip inmate telephone platform for new GTL equipment at no additional charge to the COUNTY.
- III. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT THREE on the dates shown opposite their respective signatures.

Date: 4/30/07
By: 
Title: Secretary
Corporate Officer

Date: 5/1/07
By: 
Title: President
Corporate Officer

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

COUNTY OF ORANGE:
Date: 5/1/07
By: 
Title: Purchasing Manager

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number Z1000000063)

AMENDMENT NUMBER FOUR
to
INMATE TELEPHONE SERVICES CONTRACT

This Amendment Number Four, hereinafter referred to as "AMENDMENT FOUR" is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY" and Global Tel-Link, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and CONTRACTOR executed CONTRACT for Inmate Telephone Services effective June 3, 2003 through June 2, 2008;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2008 through and including June 2, 2009.
- II. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT FOUR on the dates shown opposite their respective signatures.

Date: 4/14/08

Global Tel-Link
By: [Signature]

Title: President, Services
Corporate Officer

Date: 4/14/08

By: [Signature]

Title: VP, Administration
Corporate Officer

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

Date: 4/21/08

COUNTY OF ORANGE:

By: Paula Kellin

Title: Purchasing Manager

EXHIBIT F

AMENDMENT NUMBER FIVE (Contract Number Z1000000063)

AMENDMENT NUMBER FIVE
to
INMATE TELEPHONE SERVICES CONTRACT

This Amendment Number Five, hereinafter referred to as ("AMENDMENT FIVE") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY" and Global Tel-Link, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and CONTRACTOR executed CONTRACT for Inmate Telephone Services effective June 3, 2003 through June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT for an additional one year term;

WHEREAS, COUNTY desires to amend the ORIGINAL AGREEMENT to include additional services and the CONTRACTOR has agreed to provide the services;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be amended to allow the CONTRACTOR to install and record one inmate phone at the Western Medical Anaheim CMS Unit to be used for collect calls only.
- II. The CONTRACT shall be amended to reflect that the cost to operate and service the unit will outweigh any revenue generated; the COUNTY agrees that no commission will be collected at this location.
- III. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT FIVE on the dates shown opposite their respective signatures.

Date: 10-19-08 Global Tel-Link
By: [Signature]

Title: SVP Administration
Corporate Officer

Date: 10-19-08
By: [Signature]

Title: President - SERVICES
Corporate Officer

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

Date: 11/01/08

COUNTY OF ORANGE:

By: [Signature]

Title: Supervising Procurement Contract Specialist.

EXHIBIT G

AMENDMENT NUMBER SIX (Contract Number Z1000000063)

Global Tel*Link Corporation
Inmate Telephone Services

**AMENDMENT NUMBER SIX
TO
AGREEMENT Z100000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL TEL*LINK CORPORATION
INMATE TELEPHONE SERVICES**

This Amendment Number Six, hereinafter referred to as "Amendment Six," is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY" and Global Tel*Link Corporation, with a business address at 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, the COUNTY and CONTRACTOR executed CONTRACT for Inmate Telephone Services effective June 3, 2003 through June 2, 2009;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2009 through and including June 2, 2010.
- II. All other terms and conditions of the CONTRACT, except as amended, shall remain unchanged, in full force and effect.

Global Tel*Link Corporation
Inmate Telephone Services

The parties hereto have executed this AMENDMENT SIX on the dates shown opposite their respective signatures.

Global Tel*Link Corporation

Date: 5/8/09

By: 
Jeffrey B. Haidinger

Title: President, Services

Date: 5/11/09

By: 
Teresa Ridgeway

Title: Secretary

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

COUNTY OF ORANGE

Date: 5/18/09

By: 

Title: Purchasing Manager

EXHIBIT H

AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187)

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This Amendment Number SEVEN, hereinafter referred to as ("AMENDMENT SEVEN") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER ONE to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER TWO to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER THREE to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER FOUR to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER FIVE to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER SIX to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;


WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2010 through and including June 2, 2011. The period of 06/03/10 through and including 06/02/11 shall be known as Contract number MA-060-10013187. This Contract may be renewed for up to two (2) separate additional one (1) year terms, upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew.
- II. CONTRACTOR, through past performance and express agreement herein, assumes the rights and obligations as set forth in the ORIGINAL AGREEMENT.
- III. A true and correct copy of the ORIGINAL AGREEMENT (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT A.
- IV. A true and correct copy of AMENDMENT NUMBER ONE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT B.
- V. A true and correct copy of AMENDMENT NUMBER TWO (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT C.
- VI. A true and correct copy of AMENDMENT NUMBER THREE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT D.
- VII. A true and correct copy of AMENDMENT NUMBER FOUR (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT E.
- VIII. A true and correct copy of AMENDMENT NUMBER FIVE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT F.
- IX. A true and correct copy of AMENDMENT NUMBER SIX (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT G.
- X. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT SEVEN on the dates shown opposite their respective signatures.

Global Tel-Link Corporation

Date: 5/14/10
By: Jeff Haidinger 
Title: President, Services
Corporate Officer

Date: May 14, 2010
By: Teresa Ridgeway 
Title: Corporate Secretary
Corporate Officer

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

COUNTY OF ORANGE:


Date: 5/18/10
By: 
Title: Purchasing Manager

EXHIBIT I

AMENDMENT NUMBER EIGHT (Contract Number MA-060-10013187)

**AMENDMENT NUMBER SEVEN
TO
AGREEMENT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This Amendment Number SEVEN, hereinafter referred to as ("AMENDMENT SEVEN") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER ONE to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER TWO to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER THREE to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER FOUR to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER FIVE to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR executed AMENDMENT NUMBER SIX to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;


WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide those services at the rates set forth in the CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

- I. The CONTRACT shall be renewed for one additional year period from June 3, 2010 through and including June 2, 2011. The period of 06/03/10 through and including 06/02/11 shall be known as Contract number MA-060-10013187. This Contract may be renewed for up to two (2) separate additional one (1) year terms, upon mutual agreement of both parties. The County does not have to give reason if it elects not to renew.
- II. CONTRACTOR, through past performance and express agreement herein, assumes the rights and obligations as set forth in the ORIGINAL AGREEMENT.
- III. A true and correct copy of the ORIGINAL AGREEMENT (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT A.
- IV. A true and correct copy of AMENDMENT NUMBER ONE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT B.
- V. A true and correct copy of AMENDMENT NUMBER TWO (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT C.
- VI. A true and correct copy of AMENDMENT NUMBER THREE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT D.
- VII. A true and correct copy of AMENDMENT NUMBER FOUR (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT E.
- VIII. A true and correct copy of AMENDMENT NUMBER FIVE (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT F.
- IX. A true and correct copy of AMENDMENT NUMBER SIX (Price Agreement Z1000000063) is incorporated by reference as EXHIBIT G.
- X. All other terms and conditions of the CONTRACT, except as amended, herein shall remain unchanged, in full force and effect.

The parties hereto have executed this AMENDMENT SEVEN on the dates shown opposite their respective signatures.

Global Tel-Link Corporation

Date: 5/14/10
By: Jeff Haidinger 
Title: President, Services
Corporate Officer

Date: May 14, 2010
By: Teresa Ridgeway 
Title: Corporate Secretary
Corporate Officer

***If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.**

COUNTY OF ORANGE:


Date: 5/18/10
By: 
Title: Purchasing Manager

EXHIBIT J

AMENDMENT NUMBER NINE (Contract Number MA-060-11012076)

**AMENDMENT NUMBER NINE
TO
AGREEMENT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This AMENDMENT NUMBER NINE, to Contract Number Z1000000063 (hereinafter "AMENDMENT NUMBER NINE") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through and including June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER ONE") to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER TWO") for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER THREE") to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FOUR") for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FIVE") to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SIX") for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT, as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SEVEN") for an additional one (1) year term of June 3, 2010 through and including June 2, 2011;

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER EIGHT") to modify the Scope of Work for the purchase of Prepaid Calling Cards;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL AGREEMENT and AMENDMENT NUMBER EIGHT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Page 6, Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. Term of Contract:

The County is interested in negotiating an initial three (3) year contract with up to seven (7) one-year renewal options, and continues in effect from 6/3/03 through and including 6/2/12, unless otherwise terminated by COUNTY. The period of 6/3/03 through and including 6/2/10 shall be known as Contract number Z1000000063. The period of 6/3/10 through and including 6/2/11 shall be known as Contract Number MA-060-10013187. The period of 6/3/11 through and including 6/2/12 shall be known as Contract Number MA-060-11012076. This Contract may be renewed for one (1) additional one (1) year term by mutual agreement of both Parties. The COUNTY does not have to give a reason if it decides not to renew.

- 2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated by this reference.**
- 3. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated by this reference.**
- 4. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number Z1000000063) is attached hereto as Exhibit B and incorporated by this reference.**
- 5. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number Z1000000063) is attached hereto as Exhibit C and incorporated by this reference.**
- 6. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number Z1000000063) is attached hereto as Exhibit D and incorporated by this reference.**
- 7. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number Z1000000063) is attached hereto as Exhibit E and incorporated by this reference.**

8. **A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number Z1000000063) is attached hereto as Exhibit F and incorporated by this reference.**
9. **A true and correct copy of AMENDMENT NUMBER SIX (Contract Number Z1000000063) is attached hereto as Exhibit G and incorporated by this reference.**
10. **A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187) is attached hereto as Exhibit H and incorporated by this reference.**
11. **A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-10013187) is attached hereto as Exhibit I and incorporated by this reference.**
12. **All other terms and conditions of the CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE, AMENDMENT NUMBER FOUR, AMENDMENT NUMBER FIVE, AMENDMENT NUMBER SIX, AMENDMENT NUMBER SEVEN and AMENDMENT NUMBER EIGHT except as amended in this AMENDMENT NUMBER NINE herein shall remain unchanged, in full force and effect. All obligations of the Parties that would have been terminated on June 2, 2011 are hereby extended to June 2, 2012.**

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER NINE to Contract Number MA-060-10013187.

*Contractor: **Global Tel-Link Corporation**

By:  Title: CEO

Print Name: Brian D. Oliver Date: 4/20/11

*Contractor: **Global Tel-Link Corporation**

By:  Title: Deputy to Senior VP

Print Name: Theresa Rodriguez Date: 4/27/11

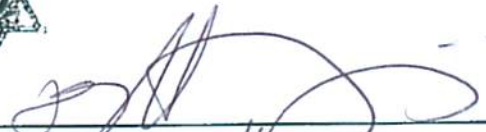
*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: Purchasing Manager

Date: 4/29/11

EXHIBIT K

AMENDMENT NUMBER TEN (Contract Number MA-060-12011648)

**AMENDMENT NUMBER TEN
TO
AGREEMENT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This AMENDMENT NUMBER TEN, to Contract Number Z1000000063 (hereinafter "AMENDMENT NUMBER TEN") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through and including June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER ONE") to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER TWO"), for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER THREE") to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FOUR"), for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FIVE") to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SIX"), for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SEVEN"), for an additional one (1) year term of June 3, 2010 through and including June 2, 2011;

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER EIGHT") to modify the Scope of Work for the purchase of Prepaid Calling Cards;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-11012076 (hereinafter "AMENDMENT NUMBER NINE"), for an additional one (1) year term of June 3, 2011 through and including June 2, 2012;

WHEREAS, COUNTY desires to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL AGREEMENT and AMENDMENT NUMBER EIGHT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:**

1. Term of Contract:

The County is interested in negotiating an initial three (3) year contract with up to seven (7) one-year renewal options, and continues in effect from 6/3/03 through and including 6/2/13, unless otherwise terminated by COUNTY. The period of 6/3/03 through and including 6/2/10 shall be known as Contract number Z1000000063. The period of 6/3/10 through and including 6/2/11 shall be known as Contract Number MA-060-10013187. The period of 6/3/11 through and including 6/2/12 shall be known as Contract Number MA-060-11012076. The period of 6/3/12 through and including 6/2/13 shall be known as Contract Number MA-060-12011648.

- 2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated by this reference.**
- 3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number Z1000000063) is attached hereto as Exhibit B and incorporated by this reference.**

4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number Z1000000063) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number Z1000000063) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number Z1000000063) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number Z1000000063) is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number Z1000000063) is attached hereto as Exhibit G and incorporated by this reference.
9. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187) is attached hereto as Exhibit H and incorporated by this reference.
10. A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-10013187) is attached hereto as Exhibit I and incorporated by this reference.
11. A true and correct copy of AMENDMENT NUMBER NINE (Contract Number MA-060-11012076) is attached hereto as Exhibit J and incorporated by this reference.
12. All other terms and conditions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE, AMENDMENT NUMBER FOUR, AMENDMENT NUMBER FIVE, AMENDMENT NUMBER SIX, AMENDMENT NUMBER SEVEN, AMENDMENT NUMBER EIGHT and AMENDMENT NUMBER NINE except as amended in this AMENDMENT NUMBER TEN herein shall remain unchanged, in full force and effect. All obligations of the Parties that would have been terminated on June 2, 2012 are hereby extended to June 2, 2013.

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER TEN to Contract Number MA-060-11012076.

*Contractor: **Global Tel-Link Corporation**

By: [Signature] Title: President-Services

Print Name: Jeffrey B. Haidinger Date: 4/9/12

*Contractor: **Global Tel-Link Corporation**

By: [Signature] Title: Senior VP Secretary

Print Name: Teresita [Signature] Date: 4/11/12

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager
Date: 4/18/12

EXHIBIT L

AMENDMENT NUMBER ELEVEN (Contract Number MA-060-12011648)

**AMENDMENT NUMBER ELEVEN
TO
AGREEMENT Z1000000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This AMENDMENT NUMBER ELEVEN, to Contract Number Z1000000063 (hereinafter "AMENDMENT NUMBER ELEVEN") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and Global Tel-Link Corporation, with a business address of 2609 Cameron Street, Mobile, AL 36607, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through and including June 2, 2006;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER ONE") to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER TWO"), for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER THREE") to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FOUR"), for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FIVE") to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SIX"), for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SEVEN"), for an additional one (1) year term of June 3, 2010 through and including June 2, 2011;

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER EIGHT") to modify the Scope of Work for the purchase of Prepaid Calling Cards;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-11012076 (hereinafter "AMENDMENT NUMBER NINE"), for an additional one (1) year term of June 3, 2011 through and including June 2, 2012;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-12011648 (hereinafter "AMENDMENT NUMBER TEN"), for an additional one (1) year term of June 3, 2012 through and including June 2, 2013;

WHEREAS, COUNTY desires to amend contract MA-060-12011648 to extend the contract term for six (6) months through December 2, 2013 and continue receiving services from CONTRACTOR and the CONTRACTOR has agreed to provide these goods/services at the rates set forth in the ORIGINAL AGREEMENT and AMENDMENT NUMBER EIGHT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:**

1. Term of Contract:

This contract shall commence upon execution of all necessary signatures, and continue in effect from 6/3/03 through and including 12/2/13, unless otherwise terminated by COUNTY. The period of 6/3/03 through and including 6/2/10 shall be known as Contract number Z1000000063. The period of 6/3/10 through and including 6/2/11 shall be known as Contract Number MA-060-10013187. The period of 6/3/11 through and including 6/2/12 shall be known as Contract Number MA-060-11012076. The period of 6/3/12 through and including 12/2/13 shall be known as Contract Number MA-060-12011648.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number Z1000000063) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number Z1000000063) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number Z1000000063) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number Z1000000063) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number Z1000000063) is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number Z1000000063) is attached hereto as Exhibit G and incorporated by this reference.
9. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187) is attached hereto as Exhibit H and incorporated by this reference.
10. A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-10013187) is attached hereto as Exhibit I and incorporated by this reference.
11. A true and correct copy of AMENDMENT NUMBER NINE (Contract Number MA-060-11012076) is attached hereto as Exhibit J and incorporated by this reference.
12. A true and correct copy of AMENDMENT NUMBER TEN (Contract Number MA-060-12011648) is attached hereto as Exhibit K and incorporated by this reference.
13. All other terms and conditions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE, AMENDMENT NUMBER FOUR, AMENDMENT NUMBER FIVE, AMENDMENT NUMBER SIX, AMENDMENT NUMBER SEVEN, AMENDMENT NUMBER EIGHT, AMENDMENT NUMBER NINE, and AMENDMENT NUMBER TEN except as amended in this AMENDMENT NUMBER ELEVEN herein shall remain unchanged, in full force and effect. All obligations of the Parties that would have been terminated on June 2, 2013 are hereby extended to December 2, 2013.

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER ELEVEN to Contract Number Z100000063.

*Contractor: Global Tel-Link Corporation

By: [Signature] Title: President + COO
Print Name: Jeffrey B. Haidinger Date: 5/10/13

*Contractor: Global Tel-Link Corporation

By: [Signature] Title: SVP + Corporate Secretary
Print Name: Teresa Ridgeway Date: 5/10/13

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager
Date: 5/22/13

Approved by Board of Supervisors on: 5/21/13

Approved as to Form
Office of the County Counsel
Orange County, California

by [Signature]
Deputy

EXHIBIT M

AMENDMENT NUMBER TWELVE (Contract Number MA-060-12011648)

**AMENDMENT NUMBER TWELVE
TO
AGREEMENT Z100000063
BETWEEN THE COUNTY OF ORANGE
AND
GLOBAL-TEL LINK INMATE TELEPHONE SERVICES**

This AMENDMENT NUMBER TWELVE, to Contract Number Z100000063 (hereinafter "AMENDMENT NUMBER TWELVE") is made upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter "COUNTY," and **Global Tel-Link Corporation**, with a business address of **2609 Cameron Street, Mobile, AL 36607**, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS the COUNTY and TCG Public Communications, Inc., a wholly owned subsidiary of AT&T Corporation, executed a CONTRACT for Inmate Telephone Services ("ORIGINAL AGREEMENT") effective June 3, 2003 through and including June 2, 2006, renewable for nine (9) additional one (1) year terms;

WHEREAS, TCG Public Communications, Inc. was acquired by Global Tel-Link ("CONTRACTOR") in 2005;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER ONE") to reflect an increase of 1% for a new Monthly Gross Revenue (MGR) of 54% and CONTRACTOR agreed to submit payment for this true up amount of \$3,336.38;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER TWO"), for an additional one (1) year term of June 3, 2006 through and including June 2, 2007;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER THREE") to allow for a change-out of existing Tele-Quip inmate telephone platform for new GTL equipment, at no additional charge to the COUNTY, and in addition, to renew the ORIGINAL AGREEMENT for an additional one (1) year term of June 3, 2007 through and including June 2, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FOUR"), for an additional one (1) year term of June 3, 2008 through and including June 2, 2009;

WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER FIVE") to install and record one inmate phone at the Western Anaheim CMS Unit to be used for collect calls only and to reflect that the cost to operate and service the unit will outweigh any revenue generated and the COUNTY agreed that no commission will be collected at this location;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SIX"), for an additional one (1) year term of June 3, 2009 through and including June 2, 2010;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-10013187 (hereinafter "AMENDMENT NUMBER SEVEN"), for an additional one (1) year term of June 3, 2010 through and including June 2, 2011;

WHEREAS COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT (hereinafter "AMENDMENT NUMBER EIGHT") to modify the Scope of Work for the purchase of Prepaid Calling Cards;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-11012076 (hereinafter "AMENDMENT NUMBER NINE"), for an additional one (1) year term of June 3, 2011 through and including June 2, 2012;

WHEREAS COUNTY and CONTRACTOR renewed the ORIGINAL AGREEMENT, as Contract Number MA-060-12011648 (hereinafter "AMENDMENT NUMBER TEN"), for an additional one (1) year term of June 3, 2012 through and including June 2, 2013;

WHEREAS, COUNTY and CONTRACTOR amended contract MA-060-12011648 (hereinafter "AMENDMENT NUMBER ELEVEN") to extend the contract term for six (6) additional months through December 2, 2013;

WHEREAS, at the meeting of the Orange County Board of Supervisors ("the BOARD") on November 19, 2013, the BOARD expressed a desire to extend contract MA-060-12011648 on a month to month basis effective December 3, 2013, until terminated by COUNTY but in no event will the month to month extension of this contract exceed nine (9) months (12/3/13 – 9/2/14) without further action by COUNTY, and the CONTRACTOR, at that meeting agreed to provide these goods/services on a month to month basis at the rates set forth in the ORIGINAL AGREEMENT and AMENDMENT NUMBER EIGHT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. Additional Terms and Conditions, Section Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. **Term of Contract:**

This contract shall commence upon execution of all necessary signatures, and continue in effect from 6/3/03, unless otherwise terminated by

COUNTY. The period of 6/3/03 through and including 6/2/10 shall be known as Contract number Z1000000063. The period of 6/3/10 through and including 6/2/11 shall be known as Contract Number MA-060-10013187. The period of 6/3/11 through and including 6/2/12 shall be known as Contract Number MA-060-11012076. The period of 6/3/12 until termination shall be known as Contract Number MA-060-12011648.

This contract shall continue in effect month to month, unless otherwise terminated by COUNTY but in no event will the month to month extension of this contract exceed nine (9) months (12/3/13 – 9/2/14) without further action by COUNTY .

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Number Z1000000063) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number Z1000000063) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract Number Z1000000063) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract Number Z1000000063) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract Number Z1000000063) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract Number Z1000000063) is attached hereto as Exhibit F and incorporated by this reference.
8. A true and correct copy of AMENDMENT NUMBER SIX (Contract Number Z1000000063) is attached hereto as Exhibit G and incorporated by this reference.
9. A true and correct copy of AMENDMENT NUMBER SEVEN (Contract Number MA-060-10013187) is attached hereto as Exhibit H and incorporated by this reference.
10. A true and correct copy of AMENDMENT NUMBER EIGHT (Contract Number MA-060-10013187) is attached hereto as Exhibit I and incorporated by this reference.
11. A true and correct copy of AMENDMENT NUMBER NINE (Contract Number MA-060-11012076) is attached hereto as Exhibit J and incorporated by this reference.
12. A true and correct copy of AMENDMENT NUMBER TEN (Contract Number MA-060-12011648) is attached hereto as Exhibit K and incorporated by this reference.
13. A true and correct copy of AMENDMENT NUMBER ELEVEN (Contract Number MA-060-12011648) is attached hereto as Exhibit L and incorporated by this reference.
14. All other terms and conditions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE,

AMENDMENT NUMBER FOUR, AMENDMENT NUMBER FIVE, AMENDMENT NUMBER SIX, AMENDMENT NUMBER SEVEN, AMENDMENT NUMBER EIGHT AMENDMENT NUMBER NINE, AMENDMENT NUMBER TEN, and AMENDMENT NUMBER ELEVEN, except as amended herein in this AMENDMENT NUMBER TWELVE shall remain unchanged, in full force and effect. All obligations of the Parties that would have been terminated on December 2, 2013 are hereby extended month to month, unless otherwise terminated by COUNTY but in no event will the month to month extension of this contract exceed nine (9) months (12/3/13 – 9/2/14) without further action by COUNTY,.

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IN WITNESS WHEREOF, the Parties have executed this AMENDMENT NUMBER TWELVE to Contract Number Z1000000063.

*Contractor: **Global Tel-Link Corporation**

By: [Signature] Title: President and CEO

Print Name: Jeffrey B. Haidinger Date: 11/25/13

*Contractor: **Global Tel-Link Corporation**

By: [Signature] Title: Sr. VP, Administration

Print Name: Teresa Ridgeway Date: 11/22/13

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager
Date: 12/2/13

Approved by Board of Supervisors on: 11/19/13

Approved as to Form
Office of the County Counsel
Orange County, California

by [Signature]
Deputy