

**MEMORANDUM of UNDERSTANDING (MOU)
BETWEEN**

Gila County Detention Center, 1100 South Street, Globe, AZ 85502 and
Global Tel*Link Corporation ("GTL"), 12021 Sunset Hills Road, Suite 100, Reston, VA 20190

SUBJECT: Inmate Banking Services

1. PURPOSE. This MOU outlines the Pricing, Fees, Services, and Responsibilities of GTL and Gila County Detention Center (the "County") relative to the provisioning of Inmate Banking Services for inmates housed at the County Correctional Facilities.

2. SCOPE. This MOU covers Inmate Banking services to be provided through walk-up, ATM style self service kiosk to be located at the County Correctional Facility and through an online e-commerce web site.

3. UNDERSTANDING.

- a) The County will receive one (1) lobby kiosk from GTL at no charge for the collection of inmate "commissary" funds and for the collection of inmate destination prepaid funds.
 - i) GTL or a subcontractor will collect the "Cash Only" transaction revenue from the kiosks and manage the process of depositing same into the relevant financial institution account(s).
 - ii) GTL assumes liability for any and all fraudulent transactions accepted through the kiosks including, but not limited to counterfeit bills and credit card charge backs. In the event that counterfeit bills are accepted by the kiosks, GTL will reimburse the County for any loss suffered due these bills being accepted.
 - iii) GTL at its expense, will supply the County with all maintenance and supplies (paper, bill cartridges, etc.) required to operate the kiosks.
 - iv) The County will provide appropriate network and internet connectivity to facilitate the operation of the kiosk software.
 - v) In the event that any County visitors damage the equipment, the County will make best efforts to detain the visitor and call the authorities. GTL will, at its sole discretion, press charges in order to recover damages. In any event, GTL will repair or supply a new machine on a priority basis.
- b) "Cash Only" transactions processed at the kiosks will be charged a flat fee of two dollars and seventy-five cents (\$2.75)
- c) Credit Card transactions processed at the kiosks will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage
- d) Credit Card transactions processed via the GTL Web Payment option will be charged standard GTL fees to cover such items as credit card charge-backs and credit card usage fees.
- e) Standard GTL credit card fees are :

Transaction Amount		
Low End	Upper End	Fee
\$0.00	\$25.00	\$4.00
\$25.01	\$50.00	\$5.50
\$50.01	\$100.00	\$6.00
\$100.01	\$150.00	\$7.50

- f) All fees generated by the use of the inmate banking services are the property of GTL.

- g) Deposits of funds into an inmate's trust fund account that are made by a credit card transaction originated at a kiosk, via web payment option via an Interactive Voice Response ("IVR") system, or any other payment method agreed upon by the parties ("Credit Card Funds"), will be processed by GTL as the authorized agent of the County. In its capacity as the County's agent, GTL will: (1) process Credit Card Funds for transfer to the applicable inmate trust account established and maintained by the County via Automated Clearing House ("ACH") (or as otherwise agreed); and (2) operate (if agreed) the systems or software managing the inmate trust funds. GTL will continue to collect identifying information about funds transmitters funding the inmate trust account by credit card using its existing procedures.
- h) The County hereby appoints GTL as its authorized agent to process Credit Card Funds on behalf of the County for delivery to the County. The County acknowledges that, whether or not it actually receives the Credit Card Funds from GTL, the County must treat the Credit Card Funds as if they have been received into the designated inmate trust fund. GTL agrees to indemnify the County for direct losses arising from GTL's failure to remit Credit Card Funds to the County. In addition, in exchange for the placement of the kiosk by GTL, the County appoints GTL, as the sole and exclusive provider (i) of kiosks and transaction services related thereto for collection of inmate "commissary" funds and (ii) for the collection of inmate destination prepay funds for all of the County's correctional facilities.
- i) GTL may make modifications to, among other things, the following, to reflect the relationship among GTL, the County, and senders of Credit Funds: its form of transaction record or receipt information (including email confirmation receipt), Web Payment terms and conditions and service description, computer terminal configuration and display, and transaction report format.
- j) County acknowledges that due to the weight and bulk of the kiosk unit that there is a risk of injury should the unit be tipped over onto a bystander. County agrees that to ensure the safety of staff, inmates and the general public the kiosk unit(s) will be bolted to floor. GTL, County maintenance or a contractor of the County's choosing will fasten the unit to the floor, at the County's discretion, at the time of the kiosk installation.
- k) Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

1) This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the County shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

4. **EFFECTIVE DATE.** The effective date of this agreement is the latest date of signature as noted below.

5. **TERMINATION.** Either party may terminate this Agreement upon (45) days written notice to the other party.

IN WITNESS WHEREOF, three (3) identical counterparts of this Memorandum of Understanding, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GLOBAL TEL*LINK CORPORATION-GTL



GTL

Name: Jeffrey B. Haidinger

Title: President, Services

11/24/14

(Date)

GILA COUNTY

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman, Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Bryan B. Chambers, Deputy County Attorney/Civil
Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date