

**FIRST AMENDMENT TO CONTRACT FOR
TURNKEY PUBLIC ACCESS PHONE SERVICES**

THIS FIRST AMENDMENT TO CONTRACT FOR TURNKEY PUBLIC ACCESS PHONE SERVICES (the "Amendment") is made and entered into this 23rd day of ~~December~~ ^{January} 2013, by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and Global Tel*Link Corporation, a Delaware corporation registered to do business in the State of Washington (the "Contractor").

RECITALS

A. On or about September 15, 2004, the County issued an Invitation to Bid (the "Invitation to Bid") on an annual contract to provide turnkey services for public access phones, coin phones with long distance, and inmate phones and equipment (the "Services"). The Invitation to Bid specified that any resulting contract would be for a period of three years, with any subsequent renewals to be exercised at the sole option of the County.

B. The primary criteria for the bid award was the percentage of commission the County would receive from the winning bidder calculated on the gross revenue the winning bidder would receive from local and long distance use of inmates phones. In addition, the County required the winning bidder to pay the costs of the Automated Victim Information and Notification Service by Vine®, provided by Appriss, Inc., and the costs of the Inmate Web Based Query and Reporting Service provided by Looking Glass Analytics.

C. On or about November 9, 2004, AT&T Communications, Inc. ("AT&T"), tendered its bid on the Invitation to Bid (the "AT&T Bid"), offering a 52.3 percent commission to the County on its gross revenue from local and long distance use of inmate phones. No other bidder offered a higher percentage of commission.

D. On or about November 24, 2004, the County Council voted to award AT&T the rights and obligations to provide turkey phone services through November 23, 2007.

E. On or about June 1, 2005, AT&T sold its inmate and public phone business to the Contractor, who assumed all rights and obligations of AT&T as to the County for the Services.

F. On or about November 8, 2007, the Contractor and the County agreed that the Contractor would continue providing the Services for an additional three years (the "First Extension") through November 24, 2010. In addition, the parties agreed to replacing the inmate telephone service platform and billing system.

G. On or about October 24, 2010, the Contractor and the County agreed that the Contractor would continue providing the Services for an additional three years (the "Second Extension") through November 24, 2013. No other modifications were made to the terms and conditions under which the Services were to be delivered.

H. The Second Extension expired on November 24, 2013. Prior to the expiration date, the parties agreed that the Contractor would continue providing the Services while the parties negotiated modifications to some of the existing terms and conditions under which the Services have been historically delivered (the "Third Extension").

I. The parties have now concluded negotiations under which (1) the Contractor will continue to provide the Services to the County for a term of five years, and (2) the terms and conditions under which the Services shall be provided will be modified as described below. As further described below, the parties intend to now reduce this agreement to writing and ratify and confirm prior performance.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual benefits conferred on both parties, the parties agree as follows:

Section 1. The Invitation to Bid, the AT&T Bid, the First Extension, the Second Extension, and the Third Extension (collectively referred to hereafter as the "Contract Documents") are amended, as and where appropriate, to extend the term during which the Contractor shall provide the Services through November 23, 2018;

Section 2. The Contract Documents are amended, as and where appropriate, to raise the percentage of commission payable to the County on inmate phone calls to 65 percent effective November 24, 2013;

Section 3. The Contract Documents are amended, as and where appropriate, to reflect the Contractor's ongoing obligation to remit to the County on a monthly basis, along with the commission payments described in Section 2 above, payments for the services of Automated Victim Information and Notification Service by Vine®, provided by Appriss, Inc., and the costs of the Inmate Web Based Query and Reporting Service provided by Looking Glass Analytics, such payments not to exceed \$85,000 per year nor decrease to less than \$78,500 per year;

Section 4. An additional term is added to the Contract Documents, under which the Contractor shall activate the TalkNow™ platform on installed hardware, at no cost to the County;

Section 5. An additional term is added to the Contract Documents, under which the Contractor shall provide GTL Video Visitation Scheduling software to Snohomish County Sheriff's Office, Corrections Bureau, and at no cost to the County, for use in scheduling visitation with inmates;

Section 6. An additional term is added to the Contract Documents, under which the Contractor shall provide debit calling on inmate phone calls, at no cost to the County;

Section 7. An additional term is added to the Contract Documents, as follows: If the Federal Communication Commission order ("Order") concerning Rates for Interstate Inmate

Calling Services (WC Docket Number 12-375; FCC 13-113, dated August 9, 2013, and released September 26, 2013) goes into effect, the parties agree that the Contractor will alter its interstate calling rates as necessary to comply with the requirements of the Order, and that there will be a pro-rata reduction in rate of commission paid to the County;

Section 8. An additional term is added to the Contract Documents, as follows: It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts. The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination;

Section 9. An additional term is added to the Contract Documents, as follows: The County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. The County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not;

Section 10. All acts and performance prior to execution of this Amendment and consistent with this Amendment and the Contract Documents are hereby ratified and confirmed by the parties. All other terms and conditions as found in the Contract Documents or as established by course of performance shall remain in full force and effect except as expressly modified by this Amendment.

[The remainder of this page is intentionally left blank.]

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

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CONTRACTOR:

Global Tel*Link Corporation, a Delaware Corporation registered to do business in the State of Washington

By [Signature] 1/23/14
Name: GARY HAAKENSON
Title: Executive Director

By [Signature]
Name: Jeffrey B. Haidinger
Title: President and CEO

Approved as to Form:

[Signature] 12-10-13
Deputy Prosecuting Attorney

COUNCIL USE ONLY
Approved: 1-22-14
Docfile: D-18

Approved as to Insurance and Indemnification Provisions:

[Signature] 12/18/13
Risk Management