

AMENDMENT 6 TO CONTRACT FOR TURNKEY PUBLIC ACCESS PHONE SERVICES

This Amendment 6 to CONTRACT FOR TURNKEY PUBLIC ACCESS PHONE SERVICES (“Contract”), previously amended by Amendment 1 on January 23, 2014, Amendment 2 on August 18, 2016, Amendment 3 on September 5, 2018, Amendment 4 on November 20, 2020, and Amendment 5 on October 25, 2021, is made and entered into this 9th day of February 2022, by and between Global Tel*Link Corporation, an Idaho Corporation licensed to do business in the State of Washington (the “Contractor”), and Snohomish County, a political subdivision of the State of Washington, (the “County”) (Contractor and County collectively, the “Parties” and each a “Party”).

WHEREAS, the Contractor and Snohomish County entered into Amendment 5 on October 25, 2021; and

WHEREAS, the Parties have determined that the commission terms stated in Section 2 of Amendment 5 conflict with language included in Section 2 of Amendment 2 entered into on August 18, 2016; and

WHEREAS, clarification is required to indicate specific changes to Section 2 of Amendment 2 concerning commission rates.

NOW THEREFORE, in consideration of the promises and covenants set forth in this Amendment 6, and for good and valuable consideration, the sufficiency of which is acknowledged, that Parties agree as follows:

1. Section 2 of Amendment 5 is hereby deleted.
2. A new section, Inmate Telephone Services and Ancillary Service Charges, is added to the Contract to read as follows:

The Federal Communications Commission (“FCC”) issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements.

On the effective date of the FCC Order, the FCC Order rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.20** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.20** per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: **\$0.21** per minute plus the applicable call termination rate for the destination country as published on the Contractor’s website, which may be updated every 3 months in accordance with the FCC Order.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Contractor in connection with such programs.

Ancillary Service Charges. The Contractor may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted per-minute rate

3. Section 2 of Amendment 2 is hereby deleted.
4. A new section, Commission Structure, is hereby added to the Contract to read as follows:

On October 26, 2021 the commission payable to the County shall be nine cents (0.09) per minute on completed and billable ITS call, and shall be paid by the Contractor within forty-five (45) days following the month in which the call took place. Contractor shall pay the foregoing commission for each completed and billable ITS call. All other commissions or monies allowable under the Contract Documents prior to October 26, 2021 and payable by Contractor to County (or third party), shall terminate as of October 26, 2021, except for the following: Contractor shall continue to pay for 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, as described in Section 3 of the First Amendment.
5. In the event of any inconsistencies between the terms and conditions contained in the Contract and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Contract shall remain in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be

executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment 6 has been executed by the Parties, effective as of the latest date listed below.

“Contractor”
Global Tel*Link Corporation

By: 

Name: Alexandra Booker

Title: Contracts Manager

Date: February 2, 2022

“County”
Snohomish County, Washington

By:  Klein, Kenneth
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Name: Kenneth Klein

Title: Executive Director

Date: February 9, 2022

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Approved	<u>2/9/2022</u>
ECAF #	<u>2022-0024</u>
MOT/ORD	<u>Motion 22-059</u>