

FIFTH AMENDMENT TO CONTRACT FOR TURNKEY PUBLIC ACCESS PHONE SERVICES

This Fifth Amendment 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, and Amendment 4 on November 20, 2020, is made and entered into this 25th day of October, 2021, 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”).

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

1. The term of the Contract is extended for one year from November 24, 2021, through November 23, 2022 (“Extension Term”).
2. Section 1 of Amendment 2 is hereby replaced in its entirety with the following:

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.

If on October 26, 2021, or the effective date of the FCC Order, whichever is later, 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 Independent 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 Independent Contractor in connection with such programs.

Ancillary Service Charges. The Independent 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

Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the commission payable to the County under the Agreement shall be 65% of each billable ITS call, which shall be paid within forty-five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable ITS call, and shall replace any and all commissions or other monies payable under the Agreement by Contract to the County, or to any fund or third party designated by County.

3. The language added by Section 3, Assignment, of Amendment 2 is hereby deleted in its entirety and replaced with the following:

“Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of the County. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Contractor (each an “Affiliate”) without the consent of the County; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor’s assets shall not constitute an assignment requiring consent of County for purposes of this Agreement.”

4. The language added by Section 4, Change-of-Law, of Amendment 2 is hereby deleted in its entirety and replaced with the following:

“Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor’s rights,

obligations, or intended benefit under the Agreement shall entitle Contractor to, at its option, renegotiate or terminate the Agreement.”

5. At no cost to the County, Contractor will purchase and provide County with an Ultraviolet-C (“UVC”) Model UVCR to include the equivalent of an emitter, (8) bulbs, warning signs, UV-C protection glasses, laser measuring tool, and training with a value not to exceed thirty-five thousand dollars (\$35,000.00).
6. Contractor agrees to provide mail scanning services to County via the tablet services provided to County under the Services Agreement between the County and Contractor’s wholly owned subsidiary Telmate, LLC date June 25, 2018 (“Tablet Contract”) pursuant to the provisions below:
 - a. At the County’s request, the Contractor agrees to scan inmate mail into digital format that the facility can then deliver electronically to the original inmate recipient. The inmates’ mail will be directed to a mail scanning location designated by Contractor, where such inmates’ mail will be opened, scanned, and delivered electronically to the County and/or Contractor, for delivery via the tablets to the inmates. The County will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statute, or court order, or other change mandated by any federal, state, or local authority that may interfere with, materially alter, or adversely affect Contractor’s rights or obligations related to Mail Scanning under this Contract, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Contractor resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Contractor by County until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the Parties fail to agree on new terms for the Mail Scanning service, the Contractor shall be released from any and all further obligation to the County to provide the Mail Scanning service. Such release from obligation does not affect the Parties’ rights and obligations under the rest of this Contract.
 - b. County shall provide the address of the designated mail scanning facility for friends and family to send US mail to inmates. County shall provide a separate address specifically for inmate legal mail to be sent to the County’s mail processing address, to prevent inmate legal mail from being sent to the designated mail scanning facility. If any clearly marked inmate legal mail is misaddressed to the designated mail scanning facility and delivered to the designated mail scanning facility, Contractor shall forward the mail to the legal mail address provided by the County. All mail received that is not clearly marked as legal mail shall be scanned. County provides express authorization to Contractor for opening and scanning of the mail delivered to the designated mail scanning facility excluding clearly marked legal mail.
 - c. Mail received at the designated mail scanning facility shall be scanned, sent electronically to the County and held digitally by the Contractor for 90 days before being destroyed.
 - d. An inmate who has been released may contact the Contractor directly and request any mail received on their behalf that has not yet been destroyed be sent directly to the inmate’s mailing address.
 - e. The County retains the responsibility of reviewing content of digital inmate mail and distributing through the tablet system to the recipient as appropriate.

- f. Mailed documents, envelopes, and any contents of envelopes received at the mail scanning facility, to include contraband or suspected drugs shall be destroyed by the Contractor after scanning is complete.
- g. There is no charge to County for the first one thousand (1,000) pieces of inmate mail, defined as the contents of an individually addressed envelope, processed by the designated mail scanning facility each month. Once inmate mail processed exceeds 1,000 pieces in a month, the County will be charged \$1.45 per piece of inmate mail, which amount will be deducted from the monthly Commission payment set forth in the Contract as amended by Amendment 2.

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.

Signature Page Follows

IN WITNESS WHEREOF, the foregoing Amendment 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: September 28, 2021

County”
Snohomish County, Washington

By:  Ken Klein
2021.10.25 14:02:40
-07'00'

Name: Ken Klein

Title: Executive Director

Date: October 25, 2021

COUNCIL USE ONLY	
Approved	<u>October 25, 2021</u>
ECAF #	<u>2021-0563</u>
MOT/ORD	<u>Motion 21-374</u>