

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

This Second Amendment to **CONTRACT FOR TURNKEY PUBLIC ACCESS PHONE SERVICES** ("Amendment"), is made and entered into this 18<sup>th</sup> day of August, 2016, by and between **Global Tel\*Link Corporation** a Delaware 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"). All capitalized terms not defined herein shall have the definitions set forth in the Contract Documents (as defined in the First Amendment).

**WHEREAS**, the Parties entered into a First Amendment to Contract for Turnkey Public Access Phone Services dated January 23, 2014 (the "First Amendment") under which the Parties: (1) agreed that Contractor would continue providing Services (as defined in the First Amendment) for an additional term of five years and (2) amended the terms and conditions under which the Services shall be provided; and

**WHEREAS**, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Contract Documents in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

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

1. On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Contract Documents 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, prepaid/AdvancePay™ format: \$ 0.20 per minute of use.

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

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

The rates charged are exclusive of taxes, and other amounts collected by 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 Contractor in connection with such programs.

**Transaction Fees.** Contractor may charge transaction fees only in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

**Single-Call and Related Billing Arrangements.** Contractor may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, Contractor shall charge the third party provider transaction fee, with no markup, plus the adopted per minute rate.

2. On June 20<sup>th</sup>, 2016, the commission payable to the County shall be nine cents (\$0.09) per minute on completed and billable intrastate inmate telephone calls using the ITS, 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 intrastate inmate call. All other commissions or monies allowable under the Contract Documents on June 19, 2016 and payable by Contractor to County (or third party), shall terminate as of June 20, 2016 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. There shall be no commission payable by the Contractor on any interstate ITS calls.

3. An additional term is hereby added to the Contract Documents, as follows:

**Assignment.** The Contract Documents shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns. Neither Party shall assign any right and/or obligation under the Contract Documents 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 the Contract Documents 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 the Contract Documents.”

4. An additional term is hereby added to the Contract Documents, as follows:

**Change-of-Law.** Any changes mandated by a state or local authority and/or the FCC which may adversely affect the Contract Documents shall entitle the Contractor to, at its option, renegotiate or cancel the Contract Documents. It is agreed and understood that the Contract Documents shall be subject to termination by either Party upon sixty (60) days notice to the other Party should there be imposed on

the County or Contractor any rule or regulation by any state, federal or local authority which would adversely affect the operation of the equipment or services hereunder.”

5. An additional term is hereby added to the Contract Documents, as follows:

“Service Schedules. Any Affiliate may sign in its own name a schedule for the delivery of services (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating the Contract Documents; provided, however, Contractor shall be responsible for its Affiliates’ performance pursuant to such Service Schedule.”

In the event of any inconsistencies between the terms and conditions contained in the Contract Documents and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment No. 2, the Contract Documents 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. 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 No. 2 has been executed by the Parties, effective as of the latest date listed below.**

**Contractor**  
**Global Tel\*Link Corporation**  
By: [Signature]  
Name: Jeffrey B. Haidinger  
Title: President + COO  
Date: 6/17/16

**County**  
**Snohomish County, Washington**  
By: [Signature]  
Snohomish County Executive

*for*  
[Signature]  
Marcia Isenberg  
Deputy Executive  
**Recommended for Approval:**  
[Signature]  
Information Services Director

**Approved as to form:**  
[Signature] 6/15/2016  
Deputy Prosecuting Attorney

**Approved as to Insurance Provisions:**  
[Signature] 7/22/14  
Risk Management

COUNCIL USE ONLY  
Approved: 8-17-16  
Docfile: D-14