

MAY 26 2020

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

Approved

SUBMITTED BY: Carla Hester

TODAY'S DATE: May 12, 2020

DEPARTMENT: County Judge

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: Tuesday, May 26, 2020

SPECIFIC AGENDA WORDING: Consideration of Amendment No. 5 to Inmate Telephone Service Agreement and Johnson County Contract Terms Addendum with Global Tel*Link Corporation 2020. Authorization for County Judge and Sheriff to sign.

PERSON(S) TO PRESENT ITEM:

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min.

ACTION ITEM: X

WORKSHOP _____

(Anticipated number of minutes needed to discuss item) **CONSENT:** _____

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: X

IT DEPARTMENT: _____

AUDITOR: X

PURCHASING DEPARTMENT: X

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: SHERIFF

*****This Section to be Completed by County Judge's Office*****

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

AMENDMENT # 05 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 05 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **INMATE TELEPHONE SERVICE AGREEMENT**, dated September 26, 2011, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation with an address of 3120 Fairview Park, Suite 300, Falls Church, Virginia 22042 (“Company”), and Johnson County, Texas, with an address of 2 North Main Street, Cleburne, Texas 76021 (“Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties had previously entered into the Agreement dated September 26, 2011, as amended from time to time; and

WHEREAS, the Parties have agreed to further amend the Agreement to reduce ITS calling rates, as further described below; and

WHEREAS, the Parties have agreed to further amend the Agreement to revise Commission under the Agreement, as further described below; and

WHEREAS, the Parties have agreed that Company shall provide Premises Provider with certain additional services, Enhanced Services-IP Enabled Tablets, as described in Exhibit A’ and

WHEREAS, in consideration of the foregoing, the Parties have agreed to extend the term of the contract, as further described below.

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 by the Parties’ signatures, the Parties agree as follows:

1. From the effective date, Local and Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format is revised from \$0.52 to \$0.48 per minute of use. All other Inmate Telephone Service Call rates remain unchanged and in full force and effect.
2. From the Effective Date, Commission payable to the Premises Provider under the Agreement shall be amended from ten cents (\$0.10) to twelve cents (\$0.12) per minute on completed billable intrastate and interstate calls using the ITS, and 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 inmate calls, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.
3. As soon as reasonably practicable following the Effective Date, Company shall provide the following additional ITS Enhanced Features:

GTL Enhanced Features
Continuous Voice Biometrics
Call IQ Advanced – Intelligent Keyword Search
Called Party IQ

4. As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as Exhibit A, shall be delivered to Premises Provider:

Enhanced Services – IP-Enabled Tablets (Exhibit A)


5. Section 1 of the Agreement, as modified subsequently most recently in Amendment 4, is hereby further modified as follows:

The Term of the Agreement is extended from September 26, 2021 by three (3) years to September 26, 2024. The Term of the Agreement may be renewed for additional two (2) year renewal periods (each a “Renewal Term”) upon mutual written agreement of the Parties.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. **However the terms set forth in the JOHNSON COUNTY CONTRACT TERMS ADDENDUM – GLOBAL TEL*LINK CORPORATION 2020 (the “Addendum”) will prevail over this Amendment No 5, all prior Amendments and all prior documents and Agreements.** Except as set forth in this Amendment, and the Addendum, the Agreement remains 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 has been executed by the Parties, effective as of the latest date listed below.

Company
Global Tel*Link Corporation

By: 
Name: Alicia K. Freeman
Title: VP Contracts & Procurement
Date: 5/14/2020

Premises Provider
Johnson County, Texas


By: 
Name: Roger Harmon
Title: County Judge
Date: May 26, 2020

Exhibit A
Service Schedule
Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

"Agreement" means the contract to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products (as defined below).

"IP-Enabled Tablets" (or "Tablets") means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s).

Location	Location Description
1800 Ridgeman Drive	Johnson County Detention Center

Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. **Enhanced Services.** Company will provide the following Enhanced Services via the Tablets:

i. **Content. Inmate Content Access.** Company will make available access to certain content through the Tablets, including education, access to law library, and electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content Access. In the event content agreed to in this contract is made unavailable by the company for a period longer than 90 days, and Company has not responded to County's request to restore content, County may discontinue services and terminate Agreement without prejudice or cost."

ii. **Video Visitation.** On-premise and remote video visitation with sixty (60) days online recording storage.

- iii. Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform supplied by Company. Headsets equipped with a microphone will be required.
- iv. Inmate Accounts. Paid Tablet access may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually “Inmate Account” and collectively “Inmate Accounts”). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate’s Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate’s release. Inmate friends and family deposits are final.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid access subject to the payment by the inmate of access fees listed herein. (this provision is subject to GTL supplying sufficient tablets). In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may change pricing upon approval by the Johnson County Commissioners Court or if a change in pricing is required by law. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. Paid Access: \$0.05 per minute Standard Profile and \$0.03 per minute Promotional Profile at Company’s sole discretion
- c. Video Visitation Services: \$0.25 per minute Extended Local Visit Price
\$0.25 per minute Remote Visit Price
- d. Replacement Headsets or Earbuds: \$4.00
- e. Messaging From Inmate Family and Friends (charged to inmate family and friends):
 - i. \$0.25 per written message.
 - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provided)

8. Tablet Commissions. Company will pay Premises Provider a commission as follows. Company will pay monthly a sum equal to Fifteen-Percent (15%) of gross revenue received from the per minute rate charged to inmates for access to the Tablet, excluding video (“Content Revenue”) contingent upon a minimum of eighty percent (80%) of Premises Provider’s inmates having

reasonable access to the Tablets. Upon Premises Provider enabling of all paid content, Company will pay Twenty-Five Percent (25%) commission. Company will also pay Premise Provider monthly a sum equal to Twenty-Five percent (25%) of the gross revenue received from billable video visitation services. **COUNTY WILL NOT CUT OFF OR WAIVE RIGHT TO RECOVER PROPER PAYMENT AT WHATEVER TIME COUNTY MAY AUDIT AND DETERMINE SUCH PAYMENT IS DUE.**

Tablet commissions will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement. A copy must also be delivered to the Johnson County Auditor at the Auditor's address below:

**Johnson County Sheriff's Office
Attn: Jail Administrator
1800 Ridgemar Drive
Cleburne, TX 76031**

**Johnson County Auditor's Office
2 North Main Street
Cleburne, Texas 76033**

9. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider will be solely responsible for any liability relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. This provision is subject to the limitations of the Texas Tort Claims Act, the limitations of Article 11, Section 7 of the Texas Constitution and the Johnson County Contract Terms Addendum - Global Tel*Link Corporation -2020.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities; provided, however, that Company may choose to not exercise this exclusive right.
- c. **Limitation of Liability**

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE. OR LIABLE FOR. AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE. COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS. THIS

PROVISION SHALL NOT BE DEEMED TO SHIFT A LIABILITY OF COMPANY, ITS AFFILIATES OF SUPPLIERS TO COUNTY.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING THE PROVISIONS OF SECTION C, NOTHING IN SECTION C WILL CREATE OR IMPOSE A DUTY ON COUNTY TO INDEMNIFY OR HOLD HARMLESS COMPANY FOR CLAIMS BROUGHT BY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT. NO DUTY, LIABILITY, OR OBLIGATION OF COMPANY MAY BE IMPOSED UPON OR SHIFTED TO COUNTY

10. Providing Expert or Representative

Upon request of the Johnson County District Attorney's Office or the Johnson County Attorney's Office, Company will provide competent and qualified experts or representatives at no cost to County to testify in court about the recording of content or communications or other matters related to the use or monitoring of tablets and communications thereon.

11. Law Library Material

This Agreement shall in no way prohibit, inhibit or affect County or LaSalle in providing legal research or law library material to inmates or detainees by electronic or other means, including the use of tablets or computers.

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – GLOBAL TEL*LINK CORPORATION. -- 2020**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Addendum** is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as “**COUNTY**” OR as “**PREMISES PROVIDER**”), and **Global Tel*Link Corporation** (“**GTL**” OR “**COMPANY**”) hereunder (collectively, the “**Parties**” or each individually a “**Party**”).

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or

county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.5

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment

becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that COMPANY might lawfully seek to claim as confidential, then County will forward the request to COMPANY. It shall be the obligation of COMPANY to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with COMPANY in making such submission to the Texas Attorney General's Office. **COMPANY acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

If the Agreement provides for the continuation of this Agreement from year to year, then continuation is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by **COMPANY** pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. **Notwithstanding the foregoing, in no event shall this Agreement continue for a period exceeding 54 months from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.**

7.2

COMPANY certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **COMPANY** states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.3

COMPANY verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **COMPANY** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.4

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

7.5

Notwithstanding any other provision in this Addendum or the associated documents, Contractor is being contracted to provide information technology and services to maintain and make available information for use by Johnson County and the public documents, data, content and records. Said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

7.6

COUNTY may remove the tablets and charging stations and cease using tablets and charging stations without recourse or repayment for any capital costs or installation costs if COUNTY determines the devices, cords or components constitute an unacceptable hazard to the safety of inmates or correctional officers.

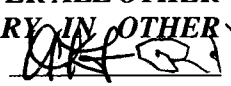

7.7

COMPANY must cooperate fully and assist Johnson County Law Enforcement and the Johnson County District and County Attorneys' Offices in extracting data from the tablets or related servers as may be relevant or necessary to the prosecution or litigation of cases involving users of tablets. There shall be no charge to COUNTY for such cooperation or assistance.

7.7

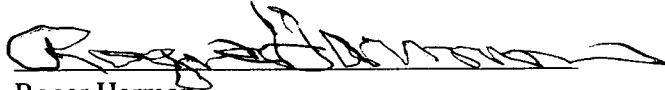
COMPANY shall indemnify and hold harmless COUNTY in any suit or any claim brought by the United States, The State of Texas or any other entity or person for overcharging inmates. Such duty to indemnify and hold harmless includes but is not limited to any claim or award for damages of any kind and shall include a duty to indemnify COUNTY for reasonable attorneys' fees and all costs incurred or expended by COUNTY in defense of such suit or claim.

8.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENTS PUT FORTH BY COMPANY IS HEREBY DELETED.*  (Initials of COMPANY Representative);  (Initials of Johnson County Judge).


APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

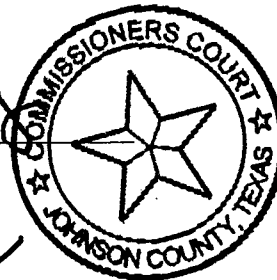


Roger Harmon
As Johnson County Judge


May 26, 2020
Date

Attest: 

County Clerk, Johnson County



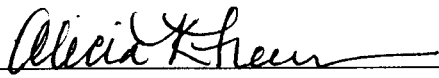
May 26, 2020
Date

Approved: 

Sheriff Adam King

May 26, 2020
Date

GLOBAL TEL*LINK CORPORATION (COMPANY):



Authorized Representative of
Global Tel*Link Corporation

5/14/2020
Date

Printed Name: Alicia K. Freeman

Title: VP, Contracts & Procurement