

JUL 13 2020

REQUEST FOR AGENDA PLACEMENT FORM

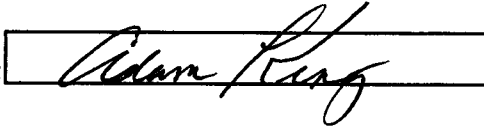
Approved

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

SUBMITTED BY: Sheriff Adam King
TODAY'S DATE: June 23, 2020

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD:



REQUESTED AGENDA DATE: July 13, 2020

SPECIFIC AGENDA WORDING: Request approval-GTL Amendment #06 to Inmate Telephone Service Agreement

PERSON(S) TO PRESENT ITEM: Sheriff King/Captain Blankenship

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 5 min

ACTION ITEM: XX

WORKSHOP _____

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

EXECUTIVE: _____

STAFF NOTICE:

COUNTY ATTORNEY: XX

IT DEPARTMENT: _____

AUDITOR: _____

PURCHASING DEPARTMENT: _____

PERSONNEL: _____

PUBLIC WORKS: _____

BUDGET COORDINATOR: _____

OTHER: _____

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

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____

Date June 23, 2020

AMENDMENT # 06 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 06 ("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 that Company shall provide Premises Provider with certain additional services (Mail Scanning) 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. As soon as reasonably practicable from the Effective Date, Company shall implement the following additional mail scanning service. Exhibit A – Enhance Services – IP-enabled Tablets (Exhibit A) added in Amendment # 5 to this Agreement, Para 6 Tablets, a. Enhanced Services, is modified as follows: the following para v. is added after Para 5. a. iv.:

v. Mail Scanning Solution: At the Premise Provider's request, the Company agrees to scan inmate mail, an average of four (4) pieces of mail per average daily population (ADP) per month into electronic 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 Company, where such inmates' mail will be opened, scanned, and delivered electronically to the Premises Provider and/or Company, for delivery via the Tablets to the inmates. The Premises Provider 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 which may interfere with, materially alter, or adversely affect Company's rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Company resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Company by Premise Provider 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 Company shall be released from any and all further obligation to the Premises Provider to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties' rights and obligations under the rest of this Agreement.

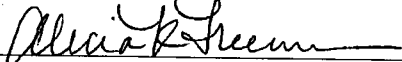
2. In consideration of the foregoing, the Term of the Agreement is extended from September 26, 2024 by one (1) year to September 26, 2025. Thereafter, the Agreement shall automatically renew for additional two (2) year periods unless either party notifies the other, in writing, within ninety (90) days prior to the expiration of any term.

All provisions of the Johnson County Contract Terms Addendum – Global Tel*Link Corporation – 2020 (except for Section 7.1 relating to continuation of the Agreement) shall remain and continue in effect and is not superseded by Amendment # 06.

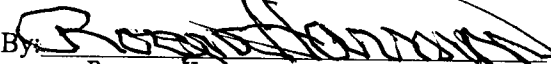
In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification 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 Freeman
Title: VP Contracts & Procurement
Date: 6/22/2020

Premises Provider
Johnson County, Texas

By: 
Name: Roger Harmon
Title: County Judge
Date: July 13, 2020