

REQUEST FOR AGENDA PLACEMENT FORM

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

SUBMITTED BY: Sheriff Adam King TODAY'S DATE: October 12, 2021

DEPARTMENT: Johnson County Sheriff's Office - Jail

SIGNATURE OF DEPARTMENT HEAD: *Adam King*

REQUESTED AGENDA DATE: October 25, 2021

SPECIFIC AGENDA WORDING:

Consideration and Approval of Amendment No. 07 to the Inmate Telephone Service Agreement Between Johnson County and Global Tel Link Pursuant to FCC Requirements Regulating the Pricing of Inmate Telephone Services.

COMMISSIONERS COURT

OCT 25 2021

PERSON(S) TO PRESENT ITEM:

Sheriff Adam King & Chief David Blankenship

SUPPORT MATERIAL: (Must enclose supporting documentation)

Approved

TIME: 5
(Anticipated number of minutes needed to discuss item)

ACTION ITEM:
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
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: _____



3120 Fairview Park Dr.
Suite 300
Falls Church, VA 22042
www.gtl.net

October 20, 2021

VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Johnson County
ATTN: Johnson County Judge
2 North Main Street
Cleburne, TX 76031

Re: Pending Amendment to Agreement

Dear Johnson County:

Global Tel*Link Corporation (the “Company”) and Johnson County (the “Premises Provider”) are parties to a certain Inmate Telephone Service Agreement, dated September 26, 2011, as amended from time to time (the “Agreement”).

Effective October 26, 2021, the Company must make certain changes to inmate telephone service rates and ancillary service charges mandated by the Federal Communications Commission (“FCC”) Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking issued in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”).

As you know, the parties have been in discussions over the past several months regarding the modifications to the Agreement necessary to comply with the FCC Order. Unfortunately, we have run out of time and the Company must implement certain changes to inmate telephone service rates and ancillary service charges or face steep penalties imposed by the FCC for failure to comply with the law.

The changes mandated by the FCC Order are required to take effect on October 26, 2021 (unless the FCC Order takes effect at a later date). Per the parties’ verbal agreement to the changes reflected in the enclosed Amendment #7 to the Agreement (the “Amendment”), the Company will implement the changes set forth in the Amendment on the dates set forth in the Amendment regardless of any delay in signing the Amendment so that the Company can comply with the requirements of the FCC Order.

We look forward to continuing to work with you, and supporting you and the community you serve. We are ready to work with you at your convenience to finalize the Amendment to the Agreement. Thank you for your cooperation on this matter.

Sincerely,

Cheryl White, Account Manager

Enclosure



AMENDMENT # 07 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 07 ("Amendment") takes effect October 26, 2021 or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and 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 Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and Johnson County, Texas, with an address of 2 North Main Street, Cleburne, TX 76031 (the "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 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; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided 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. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the 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: **\$ 0.21** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$ 0.21** per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Company'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 Company 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 Company in connection with such programs.

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Ancillary Service Charges. The Company 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 use
Use of live operator	\$5.95 per use
Paper bill/statement	\$2.00 per use
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per use
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 use

2. Effective October 26, 2021, or the effective date of the FCC Order, whichever is later, the commission payable to the Premises Provider under the Agreement shall be **twenty-five percent (25%)** of each completed 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 replace any and all ITS commissions or other monies payable for ITS services under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.

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 as of the latest date listed below.

Company
Global Tel*Link Corporation

By: [Signature]
Name: Maribeth Kuzni
Title: Contracts Manager
Date: 12-OCT-2021

Premises Provider
Johnson County, Texas

By: [Signature]
Name: Roger Harman
Title: County Judge
Date: 10-25-21