

JUL 25 2022

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

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

SUBMITTED BY: Jim Simpson

TODAY'S DATE: July 13, 2022

DEPARTMENT:

X County Attorney's Office

SIGNATURE OF DEPARTMENT HEAD:

X \_\_\_\_\_

REQUESTED AGENDA DATE:

X July 25, 2022

SPECIFIC AGENDA WORDING:

Consideration and Authorization for County Judge to sign Amendment 8 to Inmate Telephone Service Agreement with Global Tel\*Link Corporation d/b/a/ ViaPath for retention of, and access to, recorded inmate communications and extension of the term of the Agreement to September 26, 2027

PERSON(S) TO PRESENT ITEM: Bill Moore / Jim Simpson

SUPPORT MATERIAL: Attached Document

TIME: 5 min.

ACTION ITEM: Yes

WORKSHOP: \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

CONSENT: \_\_\_\_\_

EXECUTIVE: \_\_\_\_\_

STAFF NOTICE:

COUNTY ATTORNEY: \_\_\_\_\_ X \_\_\_\_\_

ISS DEPARTMENT: \_\_\_\_\_

AUDITOR: \_\_\_\_\_

PURCHASING DEPARTMENT: \_\_\_\_\_

PERSONNEL: \_\_\_\_\_

PUBLIC WORKS: \_\_\_\_\_ X \_\_\_\_\_

BUDGET COORDINATOR: \_\_\_\_\_

OTHER: Sheriff's Office

\*\*\*\*\*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 # 08 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 08 ("Amendment") takes effect as of the date last signed by the Parties ("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 d/b/a ViaPath Technologies** 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 Parties have agreed to extend the term of the Agreement through September 26, 2027; and

**WHEREAS**, the Parties have agreed to amend Exhibit A Service Schedule Enhanced Services – Video Visitation Services; and

**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. The Term of the Agreement is hereby extended for an additional two (2) years from September 26, 2025, through September 26, 2027. 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.
2. Exhibit A Service Schedule Enhanced Services – Video Visitation Service is hereby modified as follows:
  - a. **Section 7. VVS Software** is hereby deleted in entirety and replaced with the following:
    - **7.1 VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows Premises Provider to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with **five (5) years** recording storage and may create certain data reports based on the data available via the VVS software.

- **7.2** Company agrees to store and allow Premises Provider access to the Command ICMv inmate telephone call recordings, the Command Tablet eMessages and Scanned Mail for a period of five **(5) years from the date of execution of this Amendment 08.**
  
- **7.3** Company further agrees to store and allow Premises Provider access to recordings of VVS visits, Command ICMv inmate telephone call recordings, Command Tablet eMessages and Scanned Mail for a period of **5 years following the future creation** of such VVS visit recording, Command ICMv inmate telephone call recording, Command Tablet eMessage and Scanned Mail items.
  
- **7.4** Company also agrees to **store currently existing recordings** of all VVS visits, Command ICMv inmate telephone call recordings, Command Tablet eMessages and Scanned Mail **for a period of 5 years** from the date of execution of this Amendment 08 **regardless of when such recordings** of VVS visits, Command ICMv inmate telephone call recordings, Command Tablet eMessages and Scanned Mail were created.
  
- **7.5** Access to these recordings, messages and mail materials will be provided to Premises Provider without the need for the Premises Provider to contact Company to gain said access.

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 d/b/a ViaPath Technologies**

By: Eileen Tobin  
 Name: Eileen Tobin  
 Title: Director, Contracts Administration

Date: July 13, 2022

**Premises Provider:**  
**Johnson County, Texas**

By: Roger Harmon  
 Name: Roger Harmon  
 Title: Johnson County Judge  
 Date: 7-25-22

Attest: Beky Inney  
 County Clerk, Johnson County, Texas  
 Date: 7-25-22

