

AGENDA PLACEMENT FORM

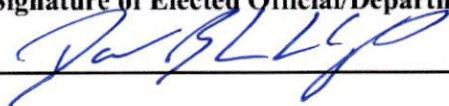
(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: April 1, 2026

Meeting Date: April 13, 2026

Submitted By: Kristen Lesley

Department: Sheriff's Office - Jail

Signature of Elected Official/Department Head:


Court Decision: <small>This section to be completed by County Judge's Office</small>
 4-13-2026

Description:

Consideration to Approve Amendment #09 to Inmate Telephone Service Agreement between Viapath Technologies and Johnson County.

(May attach additional sheets if necessary)

Person to Present: Captain Ben Arriola or Chief David Blankenship

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 2 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor
 Personnel Development Services Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

AMENDMENT #09 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #09 (“**Amendment**”) entered into as of the date signed by all parties listed in this preamble and effective as of April 1, 2026 (“**Amendment 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 amend the Agreement, among other reasons, in order to address changes mandated or permitted by the Federal Communications Commission’s (“**FCC**”) Final Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking FCC25-75 released November 6, 2025 (the “**2025 FCC Order**”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“**MWR Act**”) governing incarcerated people’s communications services (“**IPCS**”), as further described below; and

WHEREAS, pursuant to the 2025 FCC Order, no compensation shall be payable to the Premises Provider for IPCS audio or video communications services under this Agreement. However, the 2025 FCC Order authorizes the addition of a Facility Cost Rate Additive to the per-minute cost of IPCS communications to recover costs reasonably incurred by the Premises Provider in making IPCS available.

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. General Provisions

- 1.1. **Paragraph 4 Compensation** of the Agreement is hereby deleted in its entirety. No compensation shall be payable to the Premises Provider for IPCS audio or video communications services under this Agreement.
- 1.2. **Paragraph 2 of Amendment 8** regarding Exhibit A Service Schedule Enhanced Services – Video Visitation Service, Section 7 VVS Software, Subsections 7.1 through 7.5 remain in full force and effect.

2. Incarcerated Person Telephone Service Provisions. *Exhibit D Incarcerated Person Telephone Service – Service Schedule* is incorporated into the Agreement as attached hereto.

3. Video Visitation Service Provisions. The *Exhibit A Enhanced Services - Video Visitation Service Schedule* is hereby amended as follows:

VVS Facility Cost Rate Additive	
Services	New Terms
VVS Facility Cost Rate Additive	\$0.02 per minute
Effective VVS Rates (inclusive of VVS Facility Cost Rate Additive)	
Services	New Terms
VVS Rate per minute – remote	\$0.19



4. **Tablet Provisions.** The *Exhibit A Service Schedule Enhanced Services - IP-Enabled Tablets* is hereby renamed to *Exhibit C Service Schedule Enhanced Services – IP-Enabled Tablets* and amended as follows:

Tablet Commissions to Premises Provider	
Services	New Terms
Enhanced Services: Paid Incarcerated Person Content Access	15%
Enhanced Communications: Video Visitation Commission	Removed, Not Allowed
Tablet Video Visitation Facility Cost Rate Additive	
Services	New Terms
Video Visitation Facility Cost Rate Additive	\$0.02 per minute
Tablet Rates – Enhanced Communications (inclusive of the Facility Cost Rate Additive)	
Services	New Terms
Video Visitation Rate per minute – Remote	\$0.19
Tablet Rates – Enhanced Services	
Services	New Terms
Administration and Infrastructure Recovery Charge – per month upon first use of paid profile	\$1.99
Tablet Replacement	\$255.00
Tablet Transaction Fees Excluding Voice Communications and Video Visitation Services	
Services	New Terms
Transaction Fees: Automated payment for credit card, debit card, and bill processing fees	Up to \$4.95 per transaction
Transaction Fees Live Agent Fee	\$5.95 per transaction
Transaction Fees: Third Party Financial Transaction Fee	Up to \$5.95 per transaction when transaction is paid via a live agent Up to \$3.00 per transaction when transaction is paid via automated payment system
Transaction Fees: New Tablet Account Setup Fee	Up to \$1.95

- 4.1. **Section 12, Tablet Replacement,** is hereby added to the *Tablet Service Schedule* as follows:

12. Tablet Replacement.

- a. **Replacement Conditions.** Any of the conditions set forth below must be reported immediately to the Company Onsite Technician or the Company's dedicated Field Service Manager.
- i. **Normal Wear and Tear.** Replacement of Tablets due to normal wear and tear may be provided by Company as set forth in Section 5, Support and Maintenance.
 - ii. **Defect or Malfunction.** Replacement of Tablets that fail due to manufacturing/provisioning or software issues that cause the Tablet to no longer function will be provided by Company as set forth in Section 5, Support and Maintenance.
 - iii. **Damage or Tamper.** Replacement of Tablets that have been damaged or tampered with will not be provided by the Company, and the replacement costs of such Tablet will be the responsibility of the incarcerated person. Tablet damage or tampering includes, but is not limited to, the following: cracked or smashed screens, missing or removed internal parts, opening or prying of cases, or writing on, vandalizing, or graffitiing on Tablet.



- iv. Loss or Theft. If a Tablet is lost or stolen, the incarcerated person must report the loss or theft immediately to Premises Provider staff, submit a request for replacement, and cooperate fully with efforts to retrieve the Tablet. Replacement will be subject to Company review, and incarcerated persons shall be responsible for the cost of a replacement Tablet.
 - v. Other Incarcerated Person Violation or Misuse. Incarcerated persons shall be responsible for the replacement costs of Tablets damaged due to misuse or violation of any Terms of Use, including intentionally, recklessly, negligently, or purposefully damaging, tampering with or destroying a Tablet.
 - b. Replacement Process. The process for reporting damaged, lost, or stolen Tablets and requesting replacement will be mutually agreed upon and memorialized in writing during the project management phase of implementation by Company and Premises Provider via a Standard Operating Procedure (“SOP”).
 - i. Tablet Replacement Request. Incarcerated persons and/or Premises Provider must submit a Tablet replacement request (“Tablet Replacement Request”) for review and approval of the Company. The Tablet Replacement Request should include a description of the issue with the Tablet and a description of how and when the Tablet was damaged, lost, or stolen. Company will review the Tablet Replacement Request, inspect the Tablet, and determine if additional information is needed to process the request.
 - ii. Replacement Cost Invoicing/Billing. The Parties agree that the replacement cost for a Tablet is \$255.00. If it is determined that an incarcerated person is responsible for the replacement cost, Company will assess the incarcerated person directly through one or more of the following methods:
 - a. The incarcerated person remits payment through their Incarcerated person Account to Company.
 - b. Company facilitates payment by the incarcerated person to Company through incarcerated person restitution process.
 - c. Company facilitates payment by Family and Friends through the incarcerated person’s Incarcerated person Account to ViaPath.
 - iii. Priority of Tablet Replacement. Unless otherwise agreed to in writing by the Parties, Company will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all other.
5. 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

Premises Provider
Johnson County, Texas

By: Kali Runco
 Name: Kali Runco
 Title: Contracts Manager
 Date: 4/1/2026

By: Christopher Boedeker
 Name: Christopher Boedeker
 Title: County Judge
 Date: 4-13-26



**Exhibit D
Incarcerated person Telephone Service
Service Schedule**

This Service Schedule applies only to Incarcerated person Telephone Service (“ITS”). Where “Company” or “ViaPath” is used in this Service Schedule, it shall mean Global Tel*Link Corporation d/b/a ViaPath Technologies. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company’s website, which may be modified from time to time.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Incarcerated person Phones	Platform
1	100	Command ICMv

ViaPath Base Features (Included at no cost)
Password Protected Web based User Interface
Number Management
Blocked Access to Toll-Free Numbers
Collect, Prepaid Debit and AdvancePay Calling Options
TDD/TTY Capability (provided by third-party)
Call Prompts in English and Spanish
1 Full time dedicated Onsite Site Administrator Technician

ViaPath Additional Features (Included at no cost)
Five (5) years On-Line Call Recording Storage
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
PREA Support
24X7 Technical Support
Hot Alert
Audit Tools
Unlimited BNA – Reverse Number Lookup
Virtual Receptionist – Automated IVR
Called Party IQ – Multi-Way Call Detection
Data IQ DEX– Intelligence and Social Network Analytics Platform
Voice IQ - Initial Biometrics

The term “**Equipment**” in this Service Schedule includes the items listed in this Section 1 of this Schedule and related equipment, including guard posts, concrete pads, mast poles, and site preparation. Guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company installed by Company shall remain in all respects property of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon



removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not, and shall not allow any third party, to make alterations or attachments to the Equipment.

2. Incarcerated person Telephone Services. Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated ITS provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers if available; (d) the processing of all telephone call records; (e) the performance (alone or through third-parties) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to take all necessary actions to control unbillables, uncollectibles, bad debt and fraud in connection with ITS.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the ITS. Consumables consist of items such as printer paper, cassette tapes, or compact disks.

3. ITS Facility Rate Cost Additive. Company will allocate \$0.02 of the per minute rate as a facility cost additive to the Premises Provider. This allocation is intended to offset costs reasonably incurred by Premises Provider in making IPCS available.

Facility Rate Cost Additive payments 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
1800 Ridgemar Drive
Cleburne, TX 76031
ATTN: Jail Administrator

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

4. Rates and Charges for Incarcerated person Telephone Services (Inclusive of the ITS Facility Rate Cost Additive).

The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's Telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- Interstate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.12 per minute of use.
- Intrastate ITS calls, whether made using a Collect, Prepaid Debit, or AdvancePay™ format: \$0.12 per minute of use.
- International ITS calls, whether made using a Prepaid Debit or AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the international destination of the call as published on the Company's website, which may be updated every 3 months in accordance with



the FCC Order. These rates can be found at: <https://www.viapath.com/legal-and-privacy/federal-tariffs-and-price-lists/>.

Company shall provide each incarcerated person with one (1) five-minute free call per calendar month. This call shall be exempt from all usage charges, taxes, and surcharges. The free call shall be automatically credited to the incarcerated person's account and must be used within the designated month. Unused free calls shall not roll over.

No per call, per connection, or flat rate calling charges shall apply to international, interstate and intrastate 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.

5. Additional Terms

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by Premises Provider, 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 telephone monitoring and recording capabilities supplied through this 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 shall be solely responsible for any liability, costs and expenses 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. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the ITS equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.
- 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 Agreement, and those other incarcerated person communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, whether the products or services are for incarcerated person located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.



Paula Reid

From: Kali Runco <kali.runco@viapath.com>
Sent: Tuesday, March 31, 2026 8:22 AM
To: Christopher Boedeker; Cheryl White
Cc: David W. Blankenship; Jim Simpson; Ben Arriola; Bill Moore; Jade Toth; Paula Reid
Subject: Re: Johnson County - ViaPath Amendment 9

Follow Up Flag: Follow up
Flag Status: Completed

Categories: Comm Court

**CAUTION: This email originated from outside of the Johnson County email system.
Use care when opening links or attachments. Report suspicious emails.**

Thank you for providing authorization to implement the changes of the amendment. I will let the team know, and will get review and get the document back today.

V/r,
Kali

Kali Runco
ViaPath Technologies | *Manager, Contracts*
kali.runco@viapath.com
www.viapath.com

From: Christopher Boedeker <christopherb@johnsoncountytexas.org>
Sent: Tuesday, March 31, 2026 8:59 AM
To: Cheryl White <Cheryl.White@viapath.com>; Kali Runco <kali.runco@viapath.com>
Cc: David W. Blankenship <dblankenship@johnsoncountytexas.org>; Jim Simpson <JimS@johnsoncountytexas.org>; Ben Arriola <BenA@johnsoncountytexas.org>; Bill Moore <BillM@johnsoncountytexas.org>; Jade Toth <jtoth@johnsoncountytexas.org>; Paula Reid <paular@johnsoncountytexas.org>
Subject: Johnson County - ViaPath Amendment 9

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Ms. White and Ms. Runco:

I understand that we are still finalizing the language of the Johnson County Amendment #9 to update the agreement between Johnson County and ViaPath. I understand that you and Chief Blankenship are close to a final agreement and that you have been working with Mr. Simpson in the County Attorney's Office.

However, I also understand that due to FCC changes beyond the control of either party, it is necessary to implement some of the changes prior to getting the Amendment signed. Our intent is to present Amendment #9 for consideration by the Court on April 13th. Until we have time to get the Amendment before the Court, **Johnson County authorizes ViaPath to implement the changes described in the proposed Amendment #9 (including, where applicable, the Inmate Telephone Services (ITS) and/or Video Visitation Services (VVS) Facility Cost Recovery Rate Additive). The changes shall not affect the obligation as described in Amendment #8 to store data and communications for a period of not less than 5 years and such obligation shall be a part of Amendment # 9.**

We will make sure to get you the signed Amendment as soon as it has been approved by the Court.

Sincerely,

Christopher Boedeker
Johnson County Judge

2 N. Main Street, Room 120
Cleburne, Texas 76033
817.556.6360

www.johnsoncountytexas.org/government/county-judge