

## AMENDMENT # 4 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 4 (“Amendment #4”), which 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 April 25, 2002, 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 (“Company”), and **Yamhill County Sheriff’s Office**, with an address of 535 NE Fifth Street, Room 143, McMinnville, Oregon 97128, acting by and through its Sheriff and Board of Commissioners (“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 previously executed Addendum #1 to the Agreement dated September 21, 2005, extending the Agreement for another two (2) years and revising the expiration date to June 1, 2009; and

**WHEREAS**, the Parties previously executed Amendment #1 (to the Agreement dated July 29, 2009, extending the period of performance for another five (5) year term and revising the expiration date to June 1, 2014; and

**WHEREAS**, the Parties previously executed Amendment #2 to the Agreement dated April 14, 2014, extending the period of performance by another three (3) years beginning on June 1, 2014, and providing further that the Agreement may be renewed for two additional one-year terms, through June 1, 2019; and

**WHEREAS**, the Parties previously executed Amendment #3 to the Agreement, dated August 25, 2016, which further modified certain terms in the Agreement following changes imposed by the Federal Communications Commission (“FCC”); and

**WHEREAS**, the Parties wish to further modify certain terms of the Agreement and to continue the remaining terms in full force and effect;

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment #4, 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, as previously specified in Amendment #2 to the Agreement, is hereby modified as follows: The term of the Agreement is extended by five (5) years from June 1, 2019, to May 31, 2024.
2. From the Effective Date of this Amendment #4 forward, Company must provide Premises Provider with monthly report, by the 15<sup>th</sup> of each month, containing the following information for the previous month: (a) all revenue earned, (b) any fees charged, (c) any moneys paid to the Premises Provider, (d) the number of completed calls, (e) the number of dropped calls, and (f) the number of complaints concerning call quality.
3. From the Effective Date of this Amendment #4 forward, Paragraph 1. of Amendment #3, “Inmate Telephone Services”, call rates fees are modified as follows:
  - i. The call rate will be \$0.21 per minute for prepaid intrastate and interstate calls.
  - ii. The call rate will be \$0.25 per minute for collect intrastate and interstate calls
  - iii. The call rate will be \$0.50 per minute for international calls to Mexico and Canada.
  - iv. The call rate will be \$0.67 per minute for all other International Calls.

4. From the Effective Date of this Amendment #4 forward, Paragraph 1 of Amendment #3, "Transaction Fees" and "Single-Call and Related Billing Arrangements", are deleted in their entirety and replaced with the following:

**"Transaction Fees.** Company may charge certain Transaction Fees in accordance with the following amounts. The only fees authorized to be collected pursuant to this Agreement are as follows:

- i. For a paper copy of a billing statement requested by a customer, a \$2.00 fee per statement.
- ii. For electronic deposits of less than \$25.00, a deposit fee of \$1.50.
- iii. For electronic deposits of \$25.00 or more, a deposit fee of \$3.00.
- iv. For deposits facilitated by a live operator, a deposit fee of \$5.95.

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 #4, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment #4 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 #4 on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment #4 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: 12/20/19

**Premises Provider**  
**Yamhill County Sheriff's Office**

By:   
Name: Tim J Svenson  
Title: Sheriff  
Date: 12/30/2019

**Yamhill County Board of Commissioners**

By:   
Name: Casey Killa  
Title: Chair, board of commissioners  
Date: 1/2/19

**APPROVED AS TO FORM:**  
By: 

CHRISTIAN BOENISCH, County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
01/02/20 by Board Order  
# 20-03