# GLOBAL TEL\*LINK CORPORATION

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### AMENDMENT 1 TO VIDEO VISITATION SERVICES AGREEMENT

This Amendment # 1 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date") and amends and revises that certain Video Visitation Service Agreement ("Agreement") made by and between Global Tel\*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Reston, VA 20190 ("Company or Contractor") and Collin County, with an address at 2300 Bloomdale Road, Suite 3160 McKinney, Texas 75071 ("Premise Provider or County"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Parties have agreed to amend the Agreement as provided for herein

**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. Exhibit A is deleted in its entirety and replaced with Amended Exhibit A.
- 2. The first sentence of Paragraph 7(e) of the Agreement is deleted in its entirety and replaced with the following language, "During the term of this agreement, Premise Provider agrees it will not allow other vendors to supply the Facility products and services that are similar to those contemplated by this Agreement with the exception of attorney video visitation units as these no longer are part of the Agreement. It is understood and agreed by the Parties that Premise Provider may pursue a separate attorney visitation station solution."
- 3. Section 4 of the Agreement is hereby deleted in its entirety and revised to read, "Compensation. The Premise Provider shall pay the Company a total of \$339,237.40, as more fully described in Amended Exhibit B, under Option 2, which the Premise Provider has chosen. Payment will be made in accordance with Texas Government Code 2251. "
- 4. Exhibit B is deleted in its entirety and replaced with Amended Exhibit B.
- 5. Paragraph 15 of the Agreement is deleted in its entirety and replaced with the following language, "Assignment. This agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including any new administration or head of Premise Provider; except, however, that neither Party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider, provided, however, that Company provide Premise Provider with prior written notice of the assignment

- 6. The following language is added to the Agreement as Paragraph 23, "Service Schedules: Any Company Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, that Company shall be responsible for its Affiliates' performance pursuant to such Service Schedule. Collin County shall be able to approve or deny the Company Affiliate. The Company affiliate shall follow the procedures set forth in the RFP. For purposes of this Agreement, the term "Company Affiliate" means any entity that controls, is controlled by or is under common control with Company."
- 7. Except as set forth above, there is no other revision to the Agreement or the obligations of either party and the Agreement remains in full force and effect.
- 8. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this \_\_\_\_\_ day of October, 2016.

<u>Company</u> <u>Premise Provider</u>

Global Tel\*Link Corporation Collin County

Signature Signature

Name: Jeffrey B. Haidinger Name: Michalyn Rains
Title: President & COO Title: Purchasing Agent

### **Amended Exhibit A**

#### **Facility Names and Addresses:**

Collin County Detention Center Collin County Courthouse Collin County Minimum Security 4300 Community Drive 2100 Bloomdale Rd 4800 Community Drive

4300 Community Drive 2100 Bloomdale Rd 4800 Community Drive McKinney, Texas 75071 McKinney, Texas 75071 McKinney, Texas 75071

#### Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

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

The proposal option chosen by Collin County includes: Infrastructure and Installation of the Inmate/Public Video Visitation (VVS) and Scheduling System and Prepaid maintenance.

- GTL will retrofit or install Forty-two (42) hosted Video Visitation Stations.
- Officer Monitoring Station- One (1)
- Visitation Scheduling Software and Unlimited Licenses
- CAT6 cable per Collin County Requirements
- Public Web-Based Registration and Scheduling
- All Maintenance and Repair to Include
  - o Local Technician Support
  - Technical Support Services
  - Customer Support Services
  - Repair Labor and Replacement Parts
  - Software Upgrades/Patches
- Video Visitation Session Storage (90 days)

# **Amended Exhibit B**

	Option 2 Prepaid Maintenance Detention Facility -VVS	
Hardware Cost	\$ 64,414.81	
Installation Cost	\$ 48,777.60	
Software Cost	\$ 78,217.67	
Training Cost	\$ 4,385.90	
Total Cost	\$ 195,795.98	
Total Annual M&S (Year 2-5)	\$ 136,355.90	
Attorney Unit Installation	\$ 7,085.52	
Total	\$ 339,237.40	