

**CONSENT TO SUBCONTRACTOR
AND
ASSIGNMENT OF AGREEMENT**

THIS CONSENT TO SUBCONTRACTOR AND ASSIGNMENT OF AGREEMENT (hereinafter "Consent and Assignment") is made and entered into this 26th day of January, 2021, by and among COUNTY OF FRESNO, a Political Subdivision of the State of California (hereinafter "COUNTY"), LEGACY LONG DISTANCE INT'L, INC., a California corporation (hereinafter "LEGACY," in its capacity as COUNTY's independent contractor (hereinafter "CONTRACTOR") under the Agreement (defined hereinbelow), or as the assignor (hereinafter "ASSIGNOR") of the Agreement, as applicable, herein), whose address is 10833 Valley View Street, Suite 150, Cypress, CA, 90630, and GLOBAL TEL*LINK CORPORATION, an Idaho corporation (hereinafter "GTL," in its capacity as the CONTRACTOR's subcontractor (hereinafter "SUBCONTRACTOR") with respect to the Agreement, or as the assignee (hereinafter "ASSIGNEE") of the Agreement, as applicable, herein) whose address is 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

WITNESSETH:

WHEREAS, COUNTY and LEGACY (as CONTRACTOR) entered into that certain Agreement, COUNTY number A-19-727, dated December 10, 2019 (hereinafter "Agreement"), pursuant to which LEGACY (as CONTRACTOR) agreed to provide Local, IntraLata, InterLata, and Interstate telephone and video visitation services, victim notification services, and other relates services, as more fully stated therein, to inmates incarcerated in County Jail Facilities;

WHEREAS, under the Agreement, LEGACY (as CONTRACTOR) is required to have commenced performance thereunder on January 1, 2020 and end its performance on December 31, 2022, unless terminated sooner, or extended by such parties, as provided under the Agreement;

WHEREAS, in a letter dated September 3, 2020, GTL (as ASSIGNEE) informed COUNTY that GTL (as ASSIGNEE) entered into an agreement (the "Transaction") with LEGACY's parent, JAIL Education Solutions, Inc. d/b/a Edovo ("EDOVO"), whereby GTL (as ASSIGNEE) will acquire the Agreement from LEGACY (as ASSIGNOR);

WHEREAS, LEGACY (as ASSIGNOR) represents to COUNTY that LEGACY (as ASSIGNOR)

1 is agreeable to the Transaction, and wishes to transfer, assign all of its rights and interest in, and
2 delegate all of its obligations and duties under the Agreement to GTL (as ASSIGNEE), as provided
3 herein;

4 WHEREAS, GTL (as ASSIGNEE) represents to COUNTY that GTL (as ASSIGNEE) desires to,
5 and is qualified to, accept the assignment of rights and interest of LEGACY (as ASSIGNOR) in, and
6 delegation of obligations and duties of LEGACY (as ASSIGNOR) under, the Agreement and agrees to
7 each and every term and condition of the Agreement, as provided herein;

8 WHEREAS, LEGACY (as CONTRACTOR) represents to COUNTY that LEGACY (as
9 CONTRACTOR) cannot reasonably establish the date by which EDOVO and GTL (as ASSIGNEE) will
10 achieve the closing date of the Transaction, and in order to provide for an orderly transition of services
11 under the Agreement, from LEGACY (as ASSIGNOR) to GTL (as ASSIGNEE), LEGACY (as
12 CONTRACTOR) seeks COUNTY's written consent for LEGACY (as CONTRACTOR) to subcontract
13 with GTL (as SUBCONTRACTOR) with respect to the Agreement during the interim period,
14 commencing September 3, 2020, in which GTL has been or will be performing any services with
15 respect to the Agreement pending the closing of the Transaction (hereinafter the "Interim Period");

16 WHEREAS, LEGACY (as CONTRACTOR) represents to COUNTY that GTL (as
17 SUBCONTRACTOR) is qualified to perform as a subcontractor with respect to the Agreement during
18 the Interim Period;

19 WHEREAS, section 9 of the Agreement, Non-Assignment, provides that neither party shall
20 assign, transfer, or sub-contract (*i.e.*, meaning to "subcontract") the Agreement, or their rights or duties
21 under the Agreement without the prior consent of the other party;

22 WHEREAS, GTL offered to COUNTY, as an inducement for COUNTY to enter into this
23 Consent and Assignment the additional services and equipment set forth herein and, for services or
24 equipment not completed or provided hereunder, then to be completed and provided by GTL (as
25 ASSIGNEE) under that certain First Amendment to the Agreement to be by and between the COUNTY
26 and GTL (as ASSIGNEE), a form of which First Amendment is attached hereto, and which GTL (as
27 ASSIGNEE) is agreeable to execute and deliver to COUNTY as provided herein; and

28 WHEREAS, LEGACY (as CONTRACTOR) is agreeable to causing GTL (as

1 SUBCONTRACTOR) to provide the portion of such additional services and equipment set forth herein
2 during the Interim Period; and

3 WHEREAS, in reliance on the foregoing representations, and under the foregoing conditions,
4 COUNTY is agreeable to this Consent and Assignment on the expectation of receiving such additional
5 services and equipment set forth herein, and of GTL (as ASSIGNEE), executing the First Amendment
6 to the Agreement to be by and between COUNTY and GTL (as ASSIGNEE).

7 NOW THEREFORE, LEGACY, GTL, and COUNTY hereby agree as follows:

8 1. COUNTY hereby gives its written consent for LEGACY (as CONTRACTOR) to
9 subcontract with GTL (as SUBCONTRACTOR) with respect to the Agreement during the Interim
10 Period, on the condition that LEGACY (as CONTRACTOR) shall cause GTL (as SUBCONTRACTOR)
11 to provide the following additional services and equipment, which shall be LEGACY's (as
12 CONTRACTOR's) obligations under the Agreement during the Interim Period, and that the remainder
13 thereof shall be provided by GTL (as ASSIGNEE) under the Agreement as amended by the First
14 Amendment:

- 15 • 20 additional new in-pod kiosks, and replace 1 Intercept Body Scanner that has been
16 provided, all at NO COST to COUNTY. Specifically, CONTRACTOR shall provide the
17 following:
- 18 • A full installation of the in-pod kiosk solution as required by COUNTY, provided at NO
19 COST to COUNTY, including 20 additional in-pod kiosks, at such locations specified by
20 COUNTY's Sheriff's designee, provided at NO COST to COUNTY;
- 21 • 1 new Intercept Body Scanner provided, at such location specified by COUNTY's
22 Sheriff's designee, at NO COST to COUNTY, to include:
 - 23 ○ The de-installation and disposal of the current scanner;
 - 24 ○ Installation of the new Intercept Body Scanner; and
 - 25 ○ Annual maintenance on the new Intercept Body Scanner during the term of the
26 Agreement through Completion of Assignment (as defined in paragraph 3, herein).

27 LEGACY (as CONTRACTOR) represents, covenants, and warrants to COUNTY that
28 LEGACY's (as CONTRACTOR's) subcontract with GTL (as SUBCONTRACTOR) with respect to the

1 Agreement during the Interim Period does not violate any federal or state laws, regulations, or rules.

2 2. Subject to paragraph 1, above, this Consent and Assignment is subject to (a) the
3 written approval of the LEGACY (as CONTRACTOR and ASSIGNOR) and GTL (as ASSIGNEE), and
4 the written consent of the Fresno County Board of Supervisors on behalf of COUNTY, which consent
5 is hereby given conditioned upon such approvals by LEGACY (as CONTRACTOR and ASSIGNOR)
6 and GTL (as ASSIGNEE), and (b) GTL (as ASSIGNEE) entering into such First Amendment to
7 Agreement. COUNTY reserves the right not to give its consent under this Consent and Assignment if
8 (i) LEGACY (as CONTRACTOR and ASSIGNOR) and GTL (as ASSIGNEE) do not give such
9 approvals, or (ii) GTL (as ASSIGNEE) does not enter into such First Amendment to Agreement.

10 3. Subject to paragraph 1, above, this Consent and Assignment is retroactively effective
11 as of September 3, 2020, provided however, paragraphs 4, 5, and 6, below, shall not become effective
12 unless and until GTL (as ASSIGNEE) provides written notice to COUNTY (which notice shall be
13 deemed to be provided by GTL (as ASSIGNEE) on its own behalf and on behalf of LEGACY (as
14 ASSIGNOR), specifying the closing date of the Transaction (the "Transaction Closing Date"), and
15 COUNTY provides written notice to ASSIGNOR and ASSIGNEE of COUNTY's acknowledgement of
16 receipt thereof, which such notices shall be promptly provided by GTL (as ASSIGNEE) and COUNTY,
17 respectively. GTL (as ASSIGNEE) shall use its best efforts to provide such written notice
18 prospectively, but if such written notice is provided retroactively, such written notice shall be provided
19 not more than 30 calendar days after the actual closing date of the Transaction. LEGACY (as
20 ASSIGNOR) and GTL (as ASSIGNEE) represent, covenant, and warrant to COUNTY that the
21 Transaction Closing Date specified in such notice to be provided by ASSIGNEE shall, in fact, be the
22 actual closing date of the Transaction. Upon such notices having been provided by GTL (as
23 ASSIGNEE) and COUNTY, respectively, pursuant to this paragraph 3, all of the provisions of
24 paragraphs 4, 5, and 6, below, shall, as of the Transaction Closing Date so specified in such notice
25 provided by GTL (as ASSIGNEE), be deemed to be operative and take effect, with no further action
26 necessary by the parties hereto ("Completion of Assignment"), and GTL (as SUBCONTRACTOR) shall
27 no longer be the subcontractor of LEGACY (as CONTRACTOR) with respect to the Agreement.
28 COUNTY's consent herein is not a waiver, nor shall it be construed as a waiver, by COUNTY of the

Consent and Assignment of Agreement

1 right to enforce the terms and conditions of section 9, Non-Assignment, of the Agreement for any
2 future proposed assignment, transfer or subcontract of the Agreement by GTL (as ASSIGNEE), or its
3 successors or assigns. COUNTY is not a party to the Transaction, and any reference herein to the
4 Transaction or the Transaction Closing Date shall not cause COUNTY to be bound under or otherwise
5 obligated with respect to the Transaction.

6 4. Subject to Paragraph 3, above, (a) LEGACY (as ASSIGNOR) does hereby transfer,
7 assign all of LEGACY's (as ASSIGNOR's) rights and interest in, and delegate all of LEGACY's (as
8 ASSIGNOR's) obligations and duties under, the Agreement to GTL (as ASSIGNEE) without
9 qualification or reservation of right, except as expressly provided in paragraph 1, above, and
10 paragraph 6, below, and (b) LEGACY (as ASSIGNOR) does hereby relinquish all further rights and
11 interest in the Agreement from and after the Completion of Assignment.

12 5. Subject to Paragraph 3, above, GTL (as ASSIGNEE), shall promptly execute and
13 deliver the First Amendment to COUNTY, and does hereby accept from LEGACY (as ASSIGNOR)
14 such transfer of, assignment of all of LEGACY's (as ASSIGNOR's) rights and interest in, and
15 delegation of all of LEGACY's (as ASSIGNOR's) obligations and duties under, the Agreement, and
16 GTL (as ASSIGNEE) agrees, as a direct obligation and duty to COUNTY, assumed by GTL (as
17 ASSIGNEE), and without qualification or reservation of right, except as expressly provided in
18 paragraph 1 above, to each and every term and condition of the Agreement, as amended by the First
19 Amendment to the Agreement, and to perform each and every one of LEGACY's (as ASSIGNOR's)
20 obligations and duties under the Agreement, as amended by the First Amendment to the Agreement,
21 as though GTL (as ASSIGNEE) was the signatory party to the Agreement in lieu of LEGACY (as
22 ASSIGNOR).

23 6. Subject to Paragraph 3, above, (a) LEGACY's (as ASSIGNOR's and as
24 CONTRACTOR's) liability under the Agreement shall be limited to that liability it may have incurred
25 arising from or in connection with its performance or failure to perform its obligations and duties under
26 the Agreement, from the effective date of the Agreement through the Completion of Assignment, (b)
27 this Consent and Assignment relieves LEGACY (as ASSIGNOR and as CONTRACTOR) from its
28 obligations and duties under the Agreement that accrue after the Completion of Assignment, and (c)

1 LEGACY (as ASSIGNOR and as CONTRACTOR) represents and warrants to COUNTY that LEGACY
2 (as ASSIGNOR and as CONTRACTOR) has performed or will have performed all of its obligations and
3 duties under the Agreement up to the Completion of Assignment, and that LEGACY (ASSIGNOR and
4 as CONTRACTOR) will provide an orderly transition of its services under the Agreement from
5 LEGACY (as ASSIGNOR and as CONTRACTOR) to GTL (as ASSIGNEE).

6 7. Each party to this Consent and Assignment hereby warrants and represents to the
7 other parties to this Consent and Assignment that each person executing this Consent and
8 Assignment in a representative capacity on behalf of such party is authorized to do so and that his or
9 her signature shall be binding on that party.

10 8. This Consent and Assignment shall be governed by California laws.

11 9. The persons having authority to give and receive notices under this Consent and
12 Assignment, and their respective addresses, include the following:

13 COUNTY

14 Business Manager
15 Fresno County Sheriff-Coroner-Public Administrator
16 Business Office
2200 Fresno Street
Fresno, CA 93721

GTL

Executive Vice President
Global Tel*Link Corporation
3120 Fairview Park Dr. Suite 300
Falls Church, VA 22042

18 LEGACY

19 Chief Executive Officer (CEO)
20 Legacy Long Distance Int'l, Inc.
10833 Valley View Street, Suite 150
21 Cypress, CA, 90630

22 All notices provided or permitted under this Consent and Assignment are governed by the
23 provisions of Section 13, Notices, set forth in the Agreement (except that the name and address of the
24 CONTRACTOR and COUNTY therein, are the names and addresses of the parties hereto).

25 10. This Consent and Assignment may be executed in any number of counterparts, each of
26 which shall be deemed an original, but all of which together shall constitute one and the same
27 Assignment, binding on the parties hereto according to its terms and conditions.

28 [GO TO SIGNATURE PAGE]

Consent and Assignment of Agreement

1 In WITNESS WHEREOF, the undersigned hereby execute this Consent and Assignment by their
2 signatures.

3 ATTEST:

4 **LEGACY:**

Legacy Long Distance Int'l, Inc.

COUNTY OF FRESNO

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6 
7 _____
(Authorized Signature)


8 _____
Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

8 Brian Hill

9 Print Name

10 CEO

Title (Chairman of Board, or President, or CEO)

11 Mailing Address:

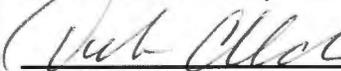
12 Legacy Long Distance Int'l, Inc.
13 10833 Valley View Street, Suite 150,
Cypress, CA, 90630

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

15 **GTL:**

16 Global Tel*Link Corporation

17 
18 _____
(Authorized Signature)

By: 

19 Deb Alderson - 12/22/2020

20 Print Name and Date

21 President and CEO

Title (Chairman of Board, or President, or CEO)

23 Mailing Address:

24 Global Tel*Link Corporation
25 3120 Fairview Park Drive, Suite 300
26 Falls Church, VA 22042

27 [GO TO NEXT PAGE]

1 FOR ACCOUNTING USE ONLY:

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3 Fund: 0096

4 Subclass: 17700

5 Department: 1500

6 Account: 4896

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Consent and Assignment of Agreement

(ATTACH FORM OF FIRST AMENDMENT TO THE AGREEMENT)

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1 **FIRST AMENDMENT TO AGREEMENT**

2 THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "First Amendment") is made and
3 entered into this ____ day of _____, 2021, by and between COUNTY OF FRESNO, a Political
4 Subdivision of the State of California, (hereinafter "COUNTY"), and Global Tel*Link Corporation, an
5 Idaho corporation, whose address is 3120 Fairview Park Dr. Suite 300, Falls Church, VA 22042,
6 (hereinafter "CONTRACTOR").

7 **WITNESSETH:**

8 WHEREAS, COUNTY and Legacy Long Distance Int'l Inc. (hereinafter "ORIGINAL
9 CONTRACTOR"), entered into that certain Agreement, COUNTY number 19-727, dated December 10,
10 2019 (hereinafter "Agreement"), pursuant to which ORIGINAL CONTRACTOR agreed to provide
11 Local, IntraLata, InterLata, and Interstate telephone and video visitation services, victim notification
12 services, and other relates services, as more fully stated therein, to inmates incarcerated in County
13 Jail Facilities;

14 WHEREAS, ORIGINAL CONTRACTOR transferred, assigned all of its rights and interest in,
15 and delegated all of its obligations and duties under, the Agreement to CONTRACTOR, under that
16 certain Consent to Subcontractor and Assignment of Agreement (the "Consent and Assignment"),
17 subject to COUNTY's consent thereof;

18 WHEREAS, CONTRACTOR offered to COUNTY, as an inducement for COUNTY to enter into
19 the Consent and Assignment, the additional services and equipment set forth therein and, for services
20 or equipment not completed or provided thereunder, then to be completed and provided by
21 CONTRACTOR under this First Amendment; and

22 WHEREAS, to satisfy such provision in the Consent and Assignment, as a condition of
23 COUNTY's consent under the Consent and Assignment, COUNTY and CONTRACTOR desire to enter
24 into this First Amendment.

25 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which
26 is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

27 ///

1 1. Section 1.R of the Agreement at page 10, following line 25 thereof, is amended to add
2 the following:

3 “3) To the extent that ORIGINAL CONTRACTOR has not completed, or caused the completion
4 of, the provision of the following additional equipment and services under the Agreement (it
5 being understood that annual maintenance on the new Intercept Body Scanner, below,
6 shall be during the term of the Agreement, and therefore would not have been completed
7 by or through ORIGINAL CONTRACTOR under the Agreement), CONTRACTOR shall
8 provide, or complete the provision of:

- 9 • 20 additional new in-pod kiosks, and replace 1 Intercept Body Scanner that has
10 been provided, all at NO COST to COUNTY. Specifically, CONTRACTOR shall
11 provide the following:
- 12 • A full installation of the in-pod kiosk solution as required by COUNTY, provided at
13 NO COST to COUNTY, including 20 additional in-pod kiosks, at such locations
14 specified by COUNTY’s Sheriff’s designee, provided at NO COST to COUNTY.
15 Installation and cutover of these 20 additional in-pod kiosks, all of which shall be
16 completed within a reasonable time following the effective date of the First
17 Amendment to this Agreement;
- 18 • 1 new Intercept Body Scanner provided, at such location specified by COUNTY’s
19 Sheriff’s designee, at NO COST to COUNTY, to include:
 - 20 ○ The de-installation and disposal of the current scanner;
 - 21 ○ Installation of the new Intercept Body Scanner; and
 - 22 ○ Annual maintenance on the new Intercept Body Scanner during the term of
23 the Agreement.”

24 2. Section 13 of the Agreement at page 22, lines 17 through 22 thereof, is amended to
25 read as follows:

26 “13. NOTICES. The persons having authority to give and receive notices under this Agreement,
27 upon and after the effective date of the First Amendment to this Agreement, and their
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1 that this First Amendment is sufficient to satisfy COUNTY's condition of its consent given under the
2 Consent and Assignment.

3 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
4 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
5 in full force and effect.

6 7. This First Amendment may be executed in any number of counterparts, each of which
7 shall be deemed an original, but all of which together shall constitute one and the same First
8 Amendment, binding on the parties hereto according to its terms and conditions.

9 8. This First Amendment shall be effective upon the Completion of Assignment (as defined
10 in paragraph 3 of the Consent and Assignment).

11 [GO TO SIGNATURE PAGE]

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1 In WITNESS WHEREOF, the undersigned hereby execute this First Amendment by their
2 signatures.

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4 **CONTRACTOR**
Global Tel*Link Corporation

COUNTY OF FRESNO

6 _____
(Authorized Signature)

_____ Steve Brandau, Chairman of the Board
of Supervisors of the County of Fresno

7 Deb Alderson

8 _____
Print Name

9 _____
President and CEO

10 _____
Title (Chairman of Board, or President, or CEO)

11 _____
Mailing Address

12 Global Tel*Link Corporation
3120 Fairview Park Drive, Suite 300
13 Falls Church, VA 22042

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

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16
17 By: _____

Deputy

18 FOR ACCOUNTING USE ONLY:

19 Fund: 0096

20 Subclass: 17700

21 Department: 1500

22 Account: 4896
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