

**FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "First Amendment") is made and entered into this 26th day of January, 2021, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, (hereinafter "COUNTY"), and Global Tel\*Link Corporation, an Idaho corporation, whose address is 3120 Fairview Park Dr. Suite 300, Falls Church, VA 22042, (hereinafter "CONTRACTOR").

**WITNESSETH:**

WHEREAS, COUNTY and Legacy Long Distance Int'l Inc. (hereinafter "ORIGINAL CONTRACTOR"), entered into that certain Agreement, COUNTY number 19-727, dated December 10, 2019 (hereinafter "Agreement"), pursuant to which ORIGINAL 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, ORIGINAL CONTRACTOR transferred, assigned all of its rights and interest in, and delegated all of its obligations and duties under, the Agreement to CONTRACTOR, under that certain Consent to Subcontractor and Assignment of Agreement (the "Consent and Assignment"), subject to COUNTY's consent thereof;

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

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

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

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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        respective addresses, include the following:

2        COUNTY

3        Sheriff's Captain  
4        Fresno County Sheriff-Coroner-Public Administrator  
5        Business Office  
6        2200 Fresno Street  
7        Fresno, CA 93721

CONTRACTOR

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

6        The parties agree to discontinue the use of telephonic facsimile transmission, referenced  
7        below, as a method for delivering notices provided or permitted under this Agreement."

8        3.        Section 19 of the Agreement is added to the Agreement, at page 24, following line 28  
9        thereof, as follows:

10        "19. CONTRACTOR's AGENT FOR SERVICE OF PROCESS. CONTRACTOR represents to  
11        COUNTY that CONTRACTOR's agent for service of process, and its address, in the State of  
12        California is: Steven Pickett, Incorp Services, Inc. 5716 Corsa Ave. Suite 110, Westlake  
13        Village, CA 91362, provided however, if CONTRACTOR at any time changes its agent for  
14        service of process, and/or its address, CONTRACTOR shall immediately provide written notice  
15        to COUNTY of the name and address of CONTRACTOR's new agent for service of process in  
16        the State of California, and its address which shall be in the State of California."

17        4.        Within thirty (30) days of the date CONTRACTOR executes this First Amendment,  
18        CONTRACTOR shall provide the certificates of insurance and endorsements, for all of the insurance  
19        policies, as required of CONTRACTOR, under the Agreement as amended by this First Amendment,  
20        retroactive to November 9, 2020, to the County of Fresno, and delivered to the Sheriff's Business  
21        Office, Attn: Business Manager, 2200 Fresno Street, Fresno, CA 93721, according to the requirements  
22        more fully stated in Section 11, INSURANCE, of the Agreement, as amended by this First  
23        Amendment.

24        5.        COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend  
25        the Agreement and, that upon execution of this Amendment, the Agreement and this First  
26        Amendment, together shall be considered the Agreement. COUNTY represents to CONTRACTOR  
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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

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6 (Authorized Signature)

7 Deb Alderson

8 Print Name

9 President and CEO

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

11 **Mailing Address**

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

**COUNTY OF FRESNO**



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

**ATTEST:**

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

17 By: 

Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 Fund: 0096

20 Subclass: 17700

21 Department: 1500

22 Account: 4896