

**IMPERIAL COUNTY SHERIFF'S OFFICE
FIFTH AMENDMENT
TO THE INMATE TELEPHONE AND ANCILLARY SERVICES AGREEMENT**

This Fifth Amendment (Fifth Amendment) has an effective date of June 1, 2020 ("Fifth Amendment Effective Date") between Telmate, LLC (doing business as Global Tel*Link), with its principal place of business located at 655 Montgomery St., 18th Floor, San Francisco, CA 94111 ("ITSP"), and Imperial County Sheriff's Office, with its principal place of business at 328 Applestill Road, El Centro, CA, 92243 ("Customer").

On June 1, 2015, Customer and ITSP entered into an Inmate Telephone and Ancillary Services Agreement ("Agreement") under which ITSP agreed to install and operate all inmate and standard visitation telephones, video visitation stations, kiosks, tablets related equipment and services at Customer's Facilities.

Customer and ITSP agree to amend the terms of the Agreement to extend the contract term for one (1) additional year and adjust the MAG payment amount and payment schedule. In consideration of the mutual covenants herein, and other good and valuable consideration, Customer and ITSP hereby agree as follows:

1. Section 2. TERM, Subsection 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 This Agreement shall commence on June 1, 2015 ("Effective Date") and remain in force with an expiration date of May 31, 2021. The Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

2. Section 5. MINIMUM ANNUAL GUARANTEE, Subsection 5.1 of the Agreement will be deleted in its entirety and replaced with the following language to address the Minimum Annual Guarantee ("MAG") through the entire term of the Agreement:

5.1 ITSP shall pay Customer an ITS Minimum Annual Guarantee ("MAG") payment of **\$180,000.00** for each year of this Agreement from June 1, 2015 through May 31, 2020 and prorated for partial years, if applicable. For the period of June 1, 2020 through May 31, 2021, ITSP shall pay Customer a MAG payment in the amount of **\$200,000.00**. Such MAG payments shall be paid in upfront, quarterly payments to Customer and are due according to the quarterly MAG payment schedule below. For each year of the Agreement, ITSP and Customer shall track the cumulative sum of monthly commissions which shall be calculated on Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1** of the Agreement. Should the cumulative sum of the inmate telephone calls and completed voicemail messages commissions for that Agreement year exceed the MAG Payment amount, ITSP shall pay Customer **60%** commission on the Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1**. Any ITS commissions in excess of the MAG payment amount due Customer or its Designated Agent shall be payable in June of each Agreement year and shall follow **Section 10. – Payment and Reporting**. The MAG shall exclude all other services and transactions under this Agreement generated by and through the kiosks and tablets, included but not limited to, any video visitation sessions as defined in **Section 6. – Compensation, Subsection 6.3**, and incoming and outgoing electronic messages as defined in **Section 6. – Compensation, Subsection 6.2**.

Quarterly MAG Payment Schedule		
Period	Amount	Payment Due Date
June 2015 – August 2015	\$45,000	July 15, 2015
September 2015 – November 2015	\$45,000	October 15, 2015
December 2015 – February 2016	\$45,000	January 15, 2016
March 2016 – May 2016	\$45,000	April 15, 2016
June 2016 – August 2016	\$45,000	July 15, 2016
September 2016 – November 2016	\$45,000	October 15, 2016
December 2016 – February 2017	\$45,000	January 15, 2017
March 2017 – May 2017	\$45,000	April 15, 2017
June 2017 – August 2017	\$45,000	July 15, 2017
September 2017 – November 2017	\$45,000	October 15, 2017
December 2017 – February 2018	\$45,000	January 15, 2018
March 2018 – May 2018	\$45,000	April 15, 2018
June 2018 – August 2018	\$45,000	July 15, 2018
September 2018 – November 2018	\$45,000	October 15, 2018
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September 2019 – November 2019	\$45,000	October 15, 2019
December 2019 – February 2020	\$45,000	January 15, 2020
March 2020 – May 2020	\$45,000	April 15, 2020
June 2020 – August 2020	\$50,000	July 15, 2020
September 2020 – November 2020	\$50,000	October 15, 2020
December 2020 – February 2021	\$50,000	January 15, 2021
March 2021 – May 2021	\$50,000	April 15, 2021

3. Except as expressly modified by this Fifth Amendment, the provisions and conditions of the Agreement are unchanged and shall remain in full force and effect. The original Agreement, and as expressly modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and this Fifth Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

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In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

CUSTOMER:
IMPERIAL COUNTY SHERIFF'S OFFICE


Luis A. Plancarte
Chairman of the Board of Supervisors

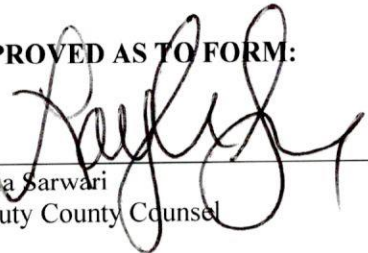
05-05-20
(Date)

ATTEST:


Blanca Acosta
Clerk of the Board of Supervisors

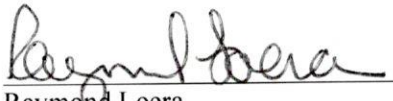
05-05-20
(Date)

APPROVED AS TO FORM:


Layla Sarwari
Deputy County Counsel

(Date)


APPROVED AS TO CONTENT:


Raymond Loera
Imperial County Sheriff

3-10-20
(Date)

ITSP:
TELMATE, LLC (doing business as Global Tel*Link)

[Designee]


(Authorized Signature)

Alicia K. Freeman
(Typed or Printed Name)

VP Contracts & Procurement
(Title)

6/3/2020
(Date)