

**FIFTH AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 26035  
WITH GLOBAL TEL\*LINK CORPORATION**

---

**THIS FIFTH AMENDMENT** ("Amendment") to Tulare County Agreement Number 26035 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **GLOBAL TEL\*LINK CORPORATION**, a Delaware corporation licensed to do business in California ("CONTRACTOR") with reference to the following:

- A. **WHEREAS**, the COUNTY and CONTRACTOR entered into the Agreement on April 16, 2013, for the purpose of providing installation, programming and maintenance for inmate telephone services;
- B. **WHEREAS**, the COUNTY and CONTRACTOR have previously entered into amendments to the Agreement as stated in the First Amendment dated October 21, 2014, the Second Amendment dated October 21, 2014, the Third Amendment dated June 20, 2016, and the Fourth Amendment dated September 10, 2019, to modify terms and include the provision of video visitation services in compliance with Federal Communications Commission regulations;
- C. **WHEREAS**, the Agreement is set to expire on April 30, 2020; and
- D. **WHEREAS**, the COUNTY and CONTRACTOR now wish to amend the Agreement in order to periodically extend the duration of this Agreement on a monthly basis.

**ACCORDINGLY**, COUNTY and CONTRACTOR agree as follows:

1. Effective April 30, 2020, Section III. Specific Terms, Paragraph 1 of the Agreement is revised as follows:

1. **TERM:** Beginning May 1, 2020, this Agreement shall remain in effect on a month-to-month basis unless otherwise terminated as provided in this Agreement.

2. Effective April 30, 2016, Section IV. General Terms, Paragraph 13, of the Agreement is hereby revised to read as follows:

**13. TERMINATION: (a) Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

**(b) With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
  - (2) Become insolvent or have a receiver appointed, or
  - (3) Make a general assignment for the benefit of creditors, or
  - (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
  - (5) Materially breach this Agreement.
  - (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to COUNTY'S retention of CONTRACTOR, or
-

**FIFTH AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 26035  
WITH GLOBAL TEL\*LINK CORPORATION**

---

- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If COUNTY terminates this Agreement for cause and the expense of finishing CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, then CONTRACTOR must pay the difference to COUNTY. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

**(c) Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY terminates CONTRACTOR'S services, that termination will not affect any rights of COUNTY to recover damages against CONTRACTOR.

**(d) Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.




FIFTH AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 26035  
WITH GLOBAL TEL\*LINK CORPORATION


THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

GLOBAL TEL\*LINK CORPORATION

Date 4/21/2020

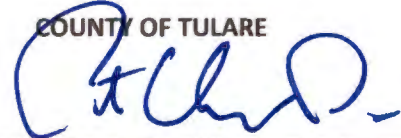
By   
Print Name Deb Alderson  
Title CEO

Date 4/21/2020

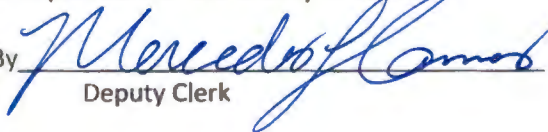
By   
Print Name John C. Pitsenberger  
Title CEO

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Date 4/22/2020

COUNTY OF TULARE  
By   
Chairman, Board of Supervisors

ATTEST: Jason T. Britt  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By   
Deputy Clerk



Approved as to Form:  
County Counsel

By   
Deputy (Matter # 2020467)

Digitally signed by Jennifer M. Flores  
Date: 2020.04.21 13:22:57 -0700'