



FOURTH AMENDMENT TO MASTER SERVICE AGREEMENT

This Fourth Amendment to Master Service Agreement ("Fourth Amendment") is entered on February 11, 2020 by and between ISI Telemanagement Solutions, LLC ("ISI LLC") and County of Tulare ("Customer") (each, a "Party" and collectively, the "Parties").

WHEREAS, the Parties entered into a Master Service Agreement dated February 26, 2010 (the "Original Agreement"), and First Amendment to Master Service Agreement dated June 1, 2014 (the "First Amendment") and Second Amendment to Master Service Agreement dated April 26, 2017 (the "Second Amendment") and the Third Amendment dated May 23, 2017 (the "Third Amendment") (the Original Agreement, First Amendment, Second Amendment and the Third Amendment being hereinafter collectively referred to as the "Agreement");

WHEREAS, the Parties desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Service Agreement, as amended.
2. **Effective Date.** This Fourth Amendment shall be effective as of September 1, 2020 (the "Amendment Effective Date").
3. **Term.** The Service Agreement shall be extended for a renewal term commencing on September 1, 2020 and ending on August 31, 2021 (the "Fourth Renewal Term"). Notice of Termination required from Customer 60 days from end of term.
4. **Fees.** Section 4 is deleted in its entirety and replaced with the following, effective during the Third Renewal Term:

Assumptions	Amounts
Annual Spend - Long Distance, Local Data and Wireless	\$1,236,000
Services	Fees
Invoice Managed Services & Inventory Management	Monthly Processing Fee: 4.66% of total monthly spend, payable monthly in advance, with a quarterly true-up billing adjustment, and a minimum billing of \$4,799 per month.

5. Except as expressly modified in this Fourth Amendment, all terms and conditions of the Service Agreement, as previously amended, shall remain in full force and effect.



The Parties have executed this Fourth Amendment as of the Amendment Effective Date.

ISI Telemanagement Solutions, LLC

County of Tulare

By: Jane M. Chowanice
Print Name: Jane M. Chowanice
Title: Dir. of Cust. Success
Date: Apr. 16, 2020

By: _____
Print Name: _____
Title: _____
Date: _____

By: Chris Welch
Print Name: Chris Welch
Title: VP, Sales & Strategic Alliances
Date: April 16, 2020

Attest: Jason T. Britt
County Administrative Officer/
Clerk of the Board of Supervisors
of the County of Tulare
By: _____
Deputy Clerk

[Corporations Code section 313 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 other officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having record keeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract. California Corporation Code section 17703.01 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.]

Approved as to Form
County Counsel

By: [Signature]
Deputy

Date 5-12-20

Matter No. 2020362