

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Sheriff's Department *[Signature]*

BOARD AGENDA # *B-8

Urgent

Routine

AGENDA DATE January 29, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of a Contract for Inmate Telephone Equipment and Related Services to Global Tel*Link's (GTL), an Inmate Telephone Company

STAFF RECOMMENDATIONS:

1. Award the contract for Inmate Telephone Equipment and Related Services to Global Tel*Link's (GTL).
2. Authorize the Sheriff to sign a five-year contract and associated documents with Global Tel*Link's.

FISCAL IMPACT:

This agreement does not require any contribution from the General Fund. Annually, approximately \$687,000 in revenue in the form of commission payments will be generated during the period the contract is in effect. All revenues generated by this contract will be deposited in the Inmate Welfare Fund as required by law, excepting those generated by Juvenile Hall which will be deposited in a corresponding fund for juveniles.

(continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2008-066

On motion of Supervisor Grover, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of a Contract for Inmate Telephone Equipment and Related Services to Global Tel*Links's (GTL), an Inmate Telephone Company

FISCAL IMPACT (continued):

For the Sheriff's Department, the revenue is expended based on recommendations made by the Inmate Welfare Committee for the benefit, education and welfare of the inmates confined within Stanislaus County facilities. This revenue offsets the costs of Sheriff's personnel that provide these related services to inmates. The Probation Department utilizes this revenue to provide increased services to juveniles consistent with State requirements.

DISCUSSION:

This agenda item requests authorization from your board for the Sheriff to sign a contract with Global Tel*Link (GTL), for an inmate telephone system, for a period not to exceed five years, and the Letter of Agency which gives GTL the authority to act as a communications representative with the current vendor in regards to disconnection of existing coin/inmate telephones and installation of new phones.

On November 22, 1994, under Board Action Item 94-1168, the Board of Supervisors authorized the Sheriff to sign an agreement for inmate telephone services. That agreement was signed with Correctional Communications Corporation, Inc., and was for a period of five years total, to be renewed annually. During the course of this contract, Correctional Communications Corporation was purchased by Evercom, Incorporated, an inmate telephone service provider.

In recent months, Sheriff's Department staff became aware of new technology regarding inmate telephone systems. Because of the length of the Evercom contract and the possibility of upgraded equipment, General Services Agency - Purchasing Division released a Request for Proposal for inmate telephone service to the adult and juvenile detention facilities in Stanislaus County. The following four vendors responded: 1) GTL, 2) PCS, 3) IC Solutions and 4) Securus. After an evaluation process by General Services Agency, Purchasing Division, and the Sheriff's Department, GTL was selected.

The new contract would provide for a higher level of service and 54% of revenue to the Inmate Welfare Fund.

POLICY ISSUES:

This project furthers the Board's priorities of a safe community, effective partnerships and efficient delivery of public services. Approval of this action ensures that the County is in compliance with Penal Code Section 851.5 and California Code of Regulations Title 15, Section 1067.

STAFFING IMPACTS:

There is no staffing impact associated with this item.

GLOBAL TEL*LINK CORPORATION

2609 Cameron Street
Mobile, Alabama 36607
Tel. 251 479 4500
Tel. 800 489 4500
Fax 251 375 2049
Web <http://www.globaltellink.com>

INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Stanislaus County Sheriff's Department, with a main address of 250 E. Hackett Rd. Modesto, CA 95358 ("Premise Provider").

1. Term. This Agreement shall be in effect for five (5) years, commencing from the date of completion of installation of the new Equipment. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original term. This Agreement shall automatically renew for two additional one (1) year terms.

2. Equipment. This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: Stanislaus County Public Safety Center, 200 E. Hackett Road, Modesto, CA 95358; Stanislaus County Men's Jail, 1115 "H" Street, Modesto, CA 95354; Stanislaus County Honor Farm, 8224 W. Grayson Road, Grayson, CA 95363; and Stanislaus County Juvenile Hall, 2215 Blue Gum Avenue, Modesto, CA 95358 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

3. Services. At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for

furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

4. Compensation. Remuneration shall be fifty-four percent (54%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly and mailed directly to the Premise Provider. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

5. Rates. The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

6. Records & Confidentiality. The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage revenue

7. Further Assurances. During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that he/she has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

8. Title. Title to Equipment hereunder shall be and at all times remain in the Company.

9. Relocation. Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

10. Notices. Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

To Company:

Global Tel*Link Corporation
12021 Sunset Hills Road, Ste 100
Reston, VA 20190
Phone: (703) 955-3915
Fax: (703) 955-3915
ATTN: Dorothy E. Cukier, Esq.

To Premise Provider:

Stanislaus County Sheriff's Department
250 E. Hackett Rd.
Modesto, CA 95358
Phone: (209) 525-7216
Fax: (209) 525-7106
ATTN: Brenda Suarez

11. Governing Law. The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of California.

12. Indemnification & Consequential Damages. Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause. Neither party hereunder shall be liable to the other for any consequential or indirect loss, howsoever caused. Contractor's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

13. Risk of Loss. The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

14. Default. In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

15. Assignment. This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

16. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

17. Solicitation. The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

18. Force Majeure. Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not

limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

19. Dispute Resolution. Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Modesto, California, USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Modesto, California, USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.


21. Amendment. No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this 4th day of February, 2008.

Company

Global Tel*Link Corporation



Signature

Name: Jeffrey B. Haidinger
Title: President, Services

Taxpayer Identification Number

631071001

Premise Provider

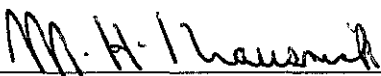
Stanislaus County Sheriff's Department



Signature

Name: Adam Christianson
Title: Sheriff

APPROVED AS TO FORM:
Stanislaus County Counsel



Name: Michael H. Krausnick
Title: County Counsel

Exhibit A

Stanislaus County Public Safety Center
Facility Name

200 E. Hackett Road
Facility Address

Modesto, CA 95358
City, State, Zip Code

Stanislaus County Men's Jail
Facility Name

1115 "H" Street
Facility Address

Modesto, CA 95354
City, State, Zip Code

Stanislaus County Honor Farm
Facility Name

8224 W. Grayson Road
Facility Address

Modesto, CA 95363
City, State, Zip Code

Stanislaus County Juvenile Hall
Facility Name

2215 Blue Gum Road
Facility Address

Modesto, CA 95358
City, State, Zip Code

Actual on-site equipment:

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

List of On Site Equipment

- Centralized LazerPhone Inmate Telephone System
- 4 Computer Workstations
- 137 Inmate Telephone Stations
- 7 Portable Inmate Telephone Sets
- 12 TDD Units
- 4 VPN Licenses
- On-Line Call Detail Record Storage for the Life of the Contract
- On-Line Call Recording Storage for a minimum of 180 days

Refer to Stanislaus County General Services Agency, Purchasing Agent, Request for Proposal, "RFP No. 07-17-TRS," Project Name: Inmate Telephone Equipment and Related Services, for more detailed information.

Global Tel*Link Corporation

Global Tel*Link
2609 Cameron Street
Mobile, Alabama 36607
Tel. 251 479 4500
Tel. 800 489 4500
Fax 251 375 2049
Web <http://www.globaltellink.com>

RECORDING DISCLAIMER

Company and Premise Provider agree and stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.

Premise Provider and Company also agree and acknowledge that all call detail records (CDRs) and call recordings contained in the Inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

ATTEST:

BY: 

Its:

Global Tel*Link Corporation

LETTER OF AGENCY

DATE: February 4, 2008

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL*LINK, CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

A T & T

(LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL*LINK, CORP.** TO DO THE FOLLOWING WHEN REQUIRED FOR GLOBAL TEL*LINK TO FULFILL ITS OBLIGATIONS UNDER ITS AGREEMENT TO PROVIDE SERVICE :

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X) INSTALL PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.



AUTHORIZED SIGNATURE

Adam Christianson, Sheriff

PRINTED NAME

Sheriff-Coroner, Stanislaus County

TITLE

(209) 525-7216

BUSINESS TELEPHONE



SHERIFF'S DEPARTMENT
Adam Christianson, Sheriff-Coroner

**ADMINISTRATION
DIVISION**

February 4, 2008

Jeffrey B. Haidinger, President
Attn: Dorothy E. Cukier, Esq.
Global Tel*Link Corporation
12021 Sunset Hills Road, Suite 100
Reston, VA 20190

Re: Stanislaus County Inmate Telephone Services

Dear Mr. Haidinger:

Enclosed you will find the "Inmate Telephone Service Agreement" and "Letter of Agency" which was signed by Sheriff Adam Christianson on February 4, 2008.

Sincerely,

A handwritten signature in cursive script that reads "Carla Teas".

Carla Teas, Executive Assistant
Stanislaus County Sheriff's Department



SHERIFF'S DEPARTMENT
Adam Christianson, Sheriff-Coroner

**ADMINISTRATION
DIVISION**

LETTER OF AGENCY

February 4, 2008

To Whom It May Concern:

We have entered into an agreement with Global Tel*Link, Corporation, a private pay phone vendor, to act as our communications representative with (LOCAL EXCHANGE CARRIER) for our telecommunications services located at:

- | | |
|---|---|
| 1. Stanislaus County Public Safety Center
200 E. Hackett Road
Modesto, CA 95358 | 2. Stanislaus County Men's Jail
1115 "H" Street
Modesto, CA 95354 |
| 3. Stanislaus County Honor Farm
8224 W. Grayson Road
Modesto, CA 95363 | 4. Stanislaus County Juvenile Hall
2215 Blue Gum Avenue
Modesto, CA 95358 |

Under the terms of this agreement, and by this letter, we do hereby authorize Global Tel*Link Corporation, to do the following when required for Global Tel*Link Corporation to fulfill its obligations under the agreement to provide the following service:

1. Request for disconnection of existing coin/inmate telephones.
2. Install phones on their own behalf.

This authorization does not preclude our ability to act in our own behalf when we deem necessary.

If you have any questions, you may contact my office at (209) 525-7216.

Sincerely,

ADAM CHRISTIANSON
Sheriff - Coroner



Nikki Francis
Legal Analyst
Legal and Regulatory Affairs
12021 Sunset Hills Road
Suite 100
Reston, VA 20190
ph: 703.774.3314
fax: 703.435.0980
nfrancis@gtl.net

VIA UPS Overnight

March 24, 2008

Stanislaus County
Brenda Suarez
209 525 7216
250 E. Hackett Road
Modesto, CA 95358

Re: Fully Executed Amendment

Dear Brenda:

Enclosed please find an original copy of the fully executed Amendment #1 of the Inmate Telephone Service Agreement between Global Tel Link and Stanislaus County Jail for your files.

Please feel free to give me a call should you require additional information.

Sincerely yours,


Nikki Francis

**FIRST ADDENDUM TO
INMATE TELEPHONE SERVICE AGREEMENT**

THIS FIRST ADDENDUM TO INMATE TELEPHONE SERVICE AGREEMENT dated March 14, 2008 ("Addendum"), modifies that certain Inmate Telephone Service Agreement (the "Agreement"), dated February 4, 2008, by and between Stanislaus County Sheriff's Department, with an address at 250 E. Hackett Road, Modesto, CA 95358 ("Premise Provider"), and Global Tel*Link Corporation, a Delaware corporation having its principal place of business at 2609 Cameron Street, Mobile, AL 36607 ("Company").

Whereby, Premise Provider has selected **Schedule B: Commission and Rate Proposal B** as the commission and rates to be applied to the exercise of the Agreement, as that **Schedule B** appears in Company's Response to Request for Proposal, RFP Number: 07-17-TRS, dated June 20, 2007, at pages 5-7 of the Response, and

Whereby Company agrees to implement **Schedule B: Commission and Rate Proposal B** as the commission and rates to be applied to the exercise of the Agreement, then

The Agreement is modified to incorporate **Schedule B: Commission and Rate Proposal B**, attached, as the commission and rates to be applied to the exercise of the Agreement as follows.


Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of Premise Provider and Company, and the Agreement remains in full force and effect.

[[Signature Page Follows]]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the date first written above, which is the date that the second signature is affixed hereto.

Stanislaus County Sheriff's Department

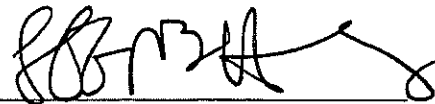
Global Tel*Link Corporation

By: 

Name: Adam Christianson

Title: Sheriff

Date: 3/17/08

By: 

Name: Jeffrey B. Haidinger

Title: President, Services

Date: 3/24/08

SCHEDULE B

PROPOSED PRICING AND COMMISSION SCHEDULE

Please provide your proposed inmate calling rates for the following rate types. Include mileage bands where applicable:

Commission and Rate Proposal B

Station-to-Station: Local \$2.95 surcharge plus the below listed per minute rates:

Miles	DAY		EVENING		NIGHT	
	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.
ALL	\$0.1530	\$0.0759	\$0.1151	\$0.0569	\$0.0677	\$0.0569

IntraLATA \$2.95 surcharge plus the below listed per minute rates:

Miles	DAY		EVENING		NIGHT	
	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.
0-12	.1530	.0759	.1151	.0569	.0677	.0569
13-16	.1530	.0759	.1151	.0569	.0677	.0569
17-20	.1530	.0759	.1151	.0569	.0677	.0569
21-25	.1910	.1327	.1625	.1138	.1056	.0853
26-30	.1910	.1327	.1625	.1138	.1056	.0853
31-40	.1910	.1327	.1625	.1138	.1056	.0853
41-50	.2194	.1517	.1720	.1233	.1341	.0948
50-70	.2194	.1517	.1720	.1233	.1341	.0948
71-Over	.2479	.1991	.1815	.1422	.1625	.1422

InterLATA \$3.10 surcharge plus \$0.69 per minute
 Interstate \$3.95 surcharge plus \$0.89 per minute

Person-to-Person Local \$4.95 surcharge plus the below listed per minute rates:

Miles	DAY		EVENING		NIGHT	
	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.
ALL	\$0.1530	\$0.0759	\$0.1151	\$0.0569	\$0.0677	\$0.0569

IntraLATA \$6.10 surcharge plus the following per minute rates:

Miles	DAY		EVENING		NIGHT	
	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.
0-12	.1530	.0759	.1151	.0569	.0677	.0569
13-16	.1530	.0759	.1151	.0569	.0677	.0569
17-20	.1530	.0759	.1151	.0569	.0677	.0569
21-25	.1910	.1327	.1625	.1138	.1056	.0853
26-30	.1910	.1327	.1625	.1138	.1056	.0853
31-40	.1910	.1327	.1625	.1138	.1056	.0853
41-50	.2194	.1517	.1720	.1233	.1341	.0948
50-70	.2194	.1517	.1720	.1233	.1341	.0948
71-Over	.2479	.1991	.1815	.1422	.1625	.1422

InterLATA \$6.10 surcharge plus \$0.69 per minute
 Interstate \$9.95 surcharge plus \$0.89 per minute

Provide your proposed commission offer to the County for the Following call types. Also include your proposed commission offer for prepaid calls.

Station-to-Station:	Local	54%
	IntraLATA	54%
	InterLATA	54%
	Interstate	54%
Person-to-Person	Local	54%
	IntraLATA	54%
	InterLATA	54%
	Interstate	54%