

This Amendment # 1 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain **INMATE TELEPHONE SERVICE AGREEMENT**, dated August 21, 2010, as amended from time to time (the "Agreement"), by and between **Value-Added Communications, Inc.**, a wholly owned subsidiary of Global Tel*Link Corporation, with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("VAC"), and **City of Glendale**, an Arizona municipal corporation with an address of 5850 W. Glendale Ave., Glendale, Arizona 85301 ("Space Provider") (VAC and Space Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.21 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.22 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the VAC's website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by VAC on behalf of, or paid 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 VAC in connection with such programs.

Transaction Fees. VAC may charge consumers certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

Single-Call and Related Billing Arrangements. VAC may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

2. VAC shall not owe or pay any commission or other monies under the Agreement for the period beginning on the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, whether the commission or other monies are payable to Space Provider, or to any fund or third party designated by Space Provider, and all references to such obligation to pay commission or other monies shall be deemed removed and deleted from the Agreement without further action of the Parties and shall have no force or effect for the ensuing period, through the expiration of the Agreement.
3. The following is hereby added as the third sentence of Section 1 (TERM) of the Agreement:

“Upon completion of the current renewal period of the Agreement on August 21, 2016, this Agreement shall renew for an additional one (1) year term, expiring on August 21, 2017.” This agreement shall then expire and terminate.
4. Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Space Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed; provided, however, VAC shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with VAC (each an “Affiliate”) without the consent of Space Provider; provided, further, VAC shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) VAC or (ii) a sale of VAC or all of VAC’s assets shall not constitute an assignment requiring consent of Space Provider for purposes of this Agreement.”
5. The following Section 33 is hereby added to the Agreement:

“33. **Change-of-Law.** Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect VAC’s rights, obligations, or intended benefit under the Agreement shall entitle VAC to, at its option, renegotiate or terminate the Agreement.”
6. The following Section 34 is hereby added to the Agreement:

“34. **Service Schedules.** Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“Service Schedule”), and such Service Schedule shall be

considered a separate, but associated, contract incorporating this Agreement; provided, however, VAC shall be responsible for its Affiliates' performance pursuant to such Service Schedule."

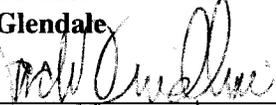
In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

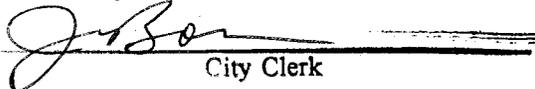
VAC
Value-Added Communications, Inc.

By: 
Name: Jeffrey B. Haidinger
Title: President and COO
Date: 7/14/16

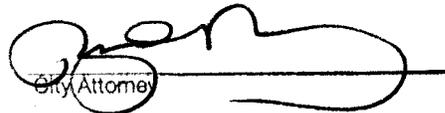
Space Provider
City of Glendale

By: 
Name: JACK Friedline
Title: City Manager
Date: 8-2-16

ATTEST:


City Clerk

Approved as to form


City Attorney