

Intro No. 23
Date 5/21/26
Reviewed by
Co. Attorney [Signature]
Date 4-28-26

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Safety & Emergency Services and Finance Committees

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH GLOBAL TEL LINK CORPORATION FOR AN INMATE TELEPHONE AND ENHANCED SERVICES – IP ENABLED TABLET SERVICES FOR THE OFFICE OF THE SHERIFF FOR 2026-2027

WHEREAS, CA 12-579, as amended by the Board of Acquisition and Contract on February 12, 2025, authorized an Inmate Telephone and Enhanced Services – IP Enabled Tablet Services agreement with Global Tel Link for the Office of the Sheriff, with revenue to the Inmate Fund Trust Account for the period February 19, 2025 through February 18, 2026, and

WHEREAS, in order to address changes mandated or permitted by the Federal Communications Commission (FCC), it is necessary to authorize the amendment of said agreement to reflect changes to the Inmate Telephone Service Provisions and the Tablet Service Schedule Enhanced Services – IP Enabled Tablets as reflected on Exhibit "A", and amend the period to February 19, 2026 through February 18, 2027, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Global Tel Link Corporation, 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042, to reflect changes to the Inmate Telephone Service Provisions and the Tablet Service Schedule Enhanced Services – IP Enabled Tablets as reflected on Exhibit "A" and amend the period to February 19, 2026 through February 18, 2027, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall receive a 44% Commission, for the term of the agreement, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to the Inmate Fund Trust Account, 94000099.4660034.6170, and be it

FURTHER RESOLVED, that CA 12-579, to the extent consistent herewith, shall remain in full force and effect, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

AMENDMENT #06 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #06 (“**Amendment**”) entered into as of the date signed by all parties listed in this preamble and effective as of April 6, 2026 (“**Amendment Effective Date**”), amends and revises that certain Inmate Telephone Services Agreement, dated January 26, 2009, as amended from time to time (the “**Agreement**”), by and between Global Tel*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “**Company**”), and Broome County Jail with an address of 155 Lt. Van Winkle Drive, Binghamton, NY 13905 (the “**Premises Provider**”) (Company and Premises 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 Parties have agreed to amend the Agreement, among other reasons, in order to address changes mandated or permitted by the Federal Communications Commission’s (“**FCC**”) Final Report and Order, Order on Reconsideration, and Further Notice of Proposed Rulemaking FCC25-75 released November 6, 2025 (the “**2025 FCC Order**”) to implement the provisions of the Martha Wright-Reed Just and Reasonable Communications Act of 2022 (“**MWR Act**”) governing incarcerated people’s communications services (“**IPCS**”), as further described below; and

WHEREAS, as set forth in the attached letter (“**2024 FCC Order Letter**”) dated March 27, 2025, the terms and provisions of this Agreement were previously amended effective April 1, 2025 in order to address changes mandated or permitted by the **FCC**’s final Report and Order, Order on Reconsideration, Clarification and Waiver, and Further Notice of Proposed Rulemaking FCC24-75 released July 22, 2024 (the “**2024 FCC Order**”) to implement the provisions of the **MWR Act** governing **IPCS**.

WHEREAS, pursuant to the 2025 FCC Order, no compensation shall be payable to the Premises Provider for **IPCS** audio or video communications services under this Agreement. However, the 2025 FCC Order authorizes the addition of a Facility Cost Rate Additive to the per-minute cost of **IPCS** communications to recover costs reasonably incurred by the Premises Provider in making **IPCS** available.

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:

- Inmate Telephone Service Provisions.** The Inmate Telephone Service provisions are hereby amended as follows:

ITS Compensation to Premises Provider	
Services	New Terms
ITS Compensation	Removed, Not Allowed
ITS Facility Cost Rate Additive	
Services	New Terms
ITS Facility Cost Rate Additive per minute	\$0.02
ITS Rates (inclusive of the Facility Cost Rate Additive)	
Services	New Terms
Interstate ITS rate per minute	\$0.13
Intrastate ITS rate per minute	\$0.13
International ITS rate per minute	\$0.13 plus applicable call termination rate
ITS Transaction Fees	
Services	New Terms



ITS Fees (Ancillary)	Removed, Not allowed
ITS Additional Features	
Services	New Terms
365 Day On-Line Call Recording Storage	Included at No Cost
Live Monitoring	Included at No Cost
Call Detail Reporting Tools	Included at No Cost
CD Burning Tools	Included at No Cost
PREA Support	Included at No Cost
24X7 Technical Support	Included at No Cost
Hot Alert	Included at No Cost
Audit Tools	Included at No Cost
Voice IQ Initial Voice Biometrics Stops PIN sharing	Included at No Cost
Call IQ Keyword Search/Word Recognition application. Includes Translation Capabilities	Included at No Cost
Unlimited Reverse Number Lookup (BNA)	Included at No Cost
Data IQ - Advanced Investigative Data Analysis	Included at No Cost
Called Party IQ - Detection of Prisoner-to-prisoner telephone calling	Included at No Cost
Phone IQ - Phone Type Id	Included at No Cost
Full-time Dedicated Onsite Intelligence Analyst	Included at No Cost

2. **Tablet Provisions.** The *Tablet Service Schedule Enhanced Services - IP-Enabled Tablets* is hereby amended as follows:

Tablet Commissions to Premises Provider	
Services	New Terms
Annual Paid Inmate Content Access and Premium Content Access Pass	60%
Video Visitation Commission	Removed, Not Allowed
Tablet Video Visitation Facility Cost Rate Additive	
Services	New Terms
Video Visitation Facility Cost Rate Additive per minute	\$0.02
Tablet Rates - Video Visitation (inclusive of the Facility Cost Rate Additive)	
Services	New Terms
Video Visitation Rate per minute - Remote	\$0.21
Tablet Rates - Enhanced Services	
Services	New Terms
Administration and Infrastructure Recovery Charge - per month upon first use of paid profile	\$1.99
Paid Inmate Content Access Standard Profile Rate per minute	\$0.07
Premium Content Access Pass - for 180 min (used in 72 hours)	\$12.99
Messaging to Inmate from Family and Friends for: written message, photo attachment, and video message - Rate per message	\$0.50
Tablet Replacement	\$255.00
Tablet Transaction Fees Excluding Voice Communications and Video Visitation Services	
Services	New Terms



Transaction Fees: Automated payment for credit card, debit card, and bill processing fees	Up to \$4.95 per transaction
Transaction Fees Live Agent Fee	\$5.95 per transaction
Transaction Fees: Third Party Financial Transaction Fee	Up to \$5.95 per transaction when transaction is paid via a live agent Up to \$3.00 per transaction when transaction is paid via automated payment system
Transaction Fees: New Tablet Account Setup Fee	Up to \$1.95
Tablet Additional Features	
Services	New Terms
60 VVS Day On-Line Call Recording	Included at No Cost
Live Monitoring	Included at No Cost
365 Day On-Line Call Recording Storage	Removed
Call Detail Reporting Tools	Removed
CD Burning Tools	Removed
PREA Support	Removed
24X7 Technical Support	Removed
Hot Alert	Removed
Audit Tools	Removed
Voice IQ Initial Voice Biometrics Stops PIN sharing	Removed
Call IQ Keyword Search/Word Recognition application. Includes Translation Capabilities	Removed
Unlimited Reverse Number Lookup (BNA)	Removed
Data IQ - Advanced Investigative Data Analysis	Removed
Called Party IQ - Detection of Prisoner-to-prisoner telephone calling	Removed
Phone IQ - Phone Type Id	Removed
Full-time Dedicated Onsite Intelligence Analyst	Removed

2.1. *Section 10, Tablet Replacement*, is hereby added to the *Tablet Service Schedule* as follows:

10. Tablet Replacement.

- a. Replacement Conditions. Any of the conditions set forth below must be reported immediately to the Company Onsite Technician or the Company's dedicated Field Service Manager (FSM Contact Information: Richard.Slavin@viapath.com).
 - i. Normal Wear and Tear. Replacement of Tablets due to normal wear and tear may be provided by Company.
 - ii. Defect or Malfunction. Replacement of Tablets that fail due to manufacturing/provisioning or software issues that cause the Tablet to no longer function will be provided by Company as set forth above in Section i.
 - iii. Damage or Tamper. Replacement of Tablets that have been damaged or tampered with will not be provided by the Company, and the replacement costs of such Tablet will be the responsibility of the inmate. Tablet damage or tampering includes, but is not limited to, the following: cracked or smashed screens, missing or removed internal parts, opening or prying of cases, or writing on, vandalizing, or graffitiing on Tablet.
 - iv. Loss or Theft. If a Tablet is lost or stolen, the inmate must report the loss or theft immediately to Premises Provider staff, submit a request for replacement, and cooperate fully with efforts



- to retrieve the Tablet. Replacement will be subject to Company review, and inmates shall be responsible for the cost of a replacement Tablet.
- v. Other Inmate Violation or Misuse. Inmates shall be responsible for the replacement costs of Tablets damaged due to misuse or violation of any Terms of Use, including intentionally, recklessly, negligently, or purposefully damaging, tampering with or destroying a Tablet.
 - b. Replacement Process. The process for reporting damaged, lost, or stolen Tablets and requesting replacement will be mutually agreed upon and memorialized in writing during the project management phase of implementation by Company and Premises Provider via a Standard Operating Procedure ("SOP").
 - i. Tablet Replacement Request. Inmates and/or Premises Provider must submit a Tablet replacement request ("Tablet Replacement Request") for review and approval of the Company. The Tablet Replacement Request should include a description of the issue with the Tablet and a description of how and when the Tablet was damaged, lost, or stolen. Company will review the Tablet Replacement Request, inspect the Tablet, and determine if additional information is needed to process the request.
 - ii. Replacement Cost Invoicing/Billing. The Parties agree that the replacement cost for a Tablet is \$255.00. If it is determined that an inmate is responsible for the replacement cost, Company will invoice the Premises Provider for the replacement cost. Company will invoice the Premises Provider monthly for such replacement Tablets. Premises Provider will assess the inmate for the replacement costs, obtain reimbursement from the inmate, or remit payment from the Inmate Welfare fund.
 - iii. Priority of Tablet Replacement. Unless otherwise agreed to in writing by the Parties, Company will prioritize replacement of Tablets due to normal wear and tear as well as defect and malfunctioning before all other.
3. The Parties acknowledge and agree that the terms set forth in the FCC Order Letter are applicable through this Amendment Effective Date.
4. 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 as of the latest date listed below.

Company
Global Tel*Link Corporation
d/b/a ViaPath Technologies

Premises Provider
Broome County Jail

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

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

