County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

November 30, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AMENDMENT NUMBER 2
TO AGREEMENT NUMBER 75480 WITH GLOBAL TEL*LINK
FOR INMATE AND JUVENILE TELEPHONE SERVICES
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This Board letter requests approval and execution of Amendment Number 2 (Amendment) to Agreement Number 75480 (Agreement) with Global Tel*Link (GTL) that will extend the term of the current Agreement for inmate and juvenile telephone services for up to six months. This extension period will enable the Los Angeles County Sheriff's Department (Department) and Probation Department (Probation) to complete the negotiation process for a new Agreement and to determine the transition process, if necessary, after your Board awards the new Agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with GTL to continue providing juvenile and inmate telephone services to inmates being held in the Department's and Probation's detention facilities. The Amendment will extend the term of the Agreement for up to six months from January 1, 2011, through June 30, 2011.

2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement earlier, in whole or in part, with 30 days advance written notice once the Department has

completed its negotiation process for a new Agreement and determined the necessary transition process.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will ensure that there is no interruption of inmate or juvenile telephone services to the inmates being held in both the Department's and Probation's detention facilities and to the revenue generated from the telephone services. Also, the extension will allow the Department and Probation to complete the negotiation process for a new inmate telephone system and services agreement.

Implementation of Strategic Plan Goals

The services provided under this Agreement support Los Angeles County's (County) Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. This Amendment will continue to allow inmates to have access to inmate telephones that generate revenue and, thereby, continue to support various programs and projects for inmates.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The Contractor pays the Department and Probation a commission of 52 percent of the Contractor's actual gross billed revenues. Revenue generated is deposited into the Department's Inmate Welfare Fund (IWF) and Probation's General Fund, which is used to fund various educational and recreational programs and projects that benefit the inmates.

Since the extension period is only for six months or less, GTL will not be required to pay the Department and Probation the up-front Committed Annual Guarantee (CAG) or furnish a performance bond in an amount of at least the CAG, starting January 1, 2011. Instead, GTL will make monthly revenue payments in arrears to the Department and Probation for commissions earned during the remainder of the term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department and Probation released a Request for Proposals (RFP) on December 31, 2009, to solicit for an agreement with a vendor to provide inmate telephone system and services to inmates being held in the Department's and Probation's detention facilities. The proposals were due on August 5, 2010, at which time four proposals were received. The Department and Probation have completed the evaluation of the proposals and are in negotiation with a vendor. Once negotiations

have concluded, the Department and Probation will return to the Board to award the Agreement and provide for a transition period if necessary.

The Amendment extends the term of the Agreement for a period not to exceed six months, changes the payment structure to eliminate the up-front CAG payment, and waives the performance bond requirement for the remainder of the term.

GTL is in compliance with all Board and Chief Executive Office requirements. County Counsel has reviewed and approved the Amendment as to form. Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted inmate telephone services for inmates and juveniles who are being held in the Department's and Probation's detention facilities. Additionally, it will allow for the continued growth of the IWF, which is the principal source of funding for educational and other programs to benefit the inmates.

CONCLUSION

Upon approval by your Board, please return three adopted copies of this Board letter and three original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

LEROY D. BACA
SHERIFF

DONALD H. BLEVINS
CHIEF PROBATION OFFICER

COUNTY OF LOS ANGELES

AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 75480
JUVENILE AND INMATE TELEPHONE SERVICES

This Amendment Number 2 to Agreement Number 75480 (hereinafter "Agreement") is entered into this _____ day of _____, 2010 by and between the County of Los Angeles (hereinafter "County") and Global Tel*Link Corporation (hereinafter "GTL" or "Contractor").

A. WHEREAS, on December 13, 2005, County and Pacific Bell Telephone Company entered into the Agreement to provide Inmate and Juvenile Telephone Services for the Sheriff's and Probation Departments; and

B. WHEREAS, on April 8, 2008, the Board approved Amendment Number 1 to the Agreement whereby Pacific Bell Telephone Company assigned the Agreement in its entirety to GTL; and

C. WHEREAS, the Agreement currently expires on December 31, 2010; and

D. WHEREAS, County and Contractor desire to extend the term of the Agreement for up to six (6) months, to change the payment structure, and to waive the performance bond requirement to avoid an interruption of services while the Sheriff and Probation Departments complete the negotiation process and determines the transition period for the new Inmate Telephone System and Services agreement; and

E. WHEREAS, County and Contractor agree that the Agreement may terminate prior to its expiration upon thirty (30) days advance written notice by County to Contractor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, County and Contractor hereby agree as follows:

1. Effective January 1, 2011, the Agreement shall be extended for up to six (6) months from January 1, 2011 through June 30, 2011. Notwithstanding, the Sheriff, or his designee, may terminate this Agreement earlier, in whole or in part, with thirty (30) days advance written notice of such termination.

2. Contractor shall not be required to pay County the up-front Committed Annual Guarantee (CAG) required under Section 8.2, Committed Annual Guarantee – Subsequent Years, of the Agreement during the extension period above. Effective January 1, 2011, Contractor shall make monthly revenue payments to County in arrears based upon actual commissions earned by County at the

commission rate set forth in Section 8.3.1 within seven (7) business days following each month in which the commissions were earned by County. The Inmate Telephone System Management Reporting Requirements listed in Section 4.0 of Exhibit A, Statement of Work, shall remain in full force and effect and shall be presented to County in support of the monthly revenue payments.

3. Contractor shall not be required to furnish to County the performance bond under Section 11.24.5, Performance Bond, of the Agreement, which would be in an amount of at least the CAG, during the extension period above commencing January 1, 2011.

4. Except as expressly provided in this Amendment Number 2, all other provisions, and conditions of the Agreement will remain the same and in full force and effect.

5. Contractor represents and warrants that the person executing Amendment Number 2 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

COUNTY OF LOS ANGELES

AMENDMENT NUMBER 2 TO AGREEMENT NUMBER 75480
JUVENILE AND INMATE TELEPHONE SERVICES

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number 2 to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number 2, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By:_____
Chair, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: _____
Deputy

GLOBAL TEL*LINK CORPORATION

Signed: _____

Printed: Jeffrey B. Haidinger

Title: President, Services

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Michele Jackson
Deputy County Counsel