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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall 
Date: August 9, 2011
Subject: Inmate Telephone Agreement between the Placer County Sheriff Coroner-Marshall and Global Tel*Link (GTL) Corporation

Action Requested

Approve Amendment No.1 to the agreement between the Placer County Sheriff Coroner-Marshall and GTL Corporation and authorize the Sheriff to sign any related documents. The annual renewal agreement is effective from July 1, 2011 through June 30, 2012.

Background

Your Board approved the original two year agreement with GTL in June 2008 which included an automatic one year renewal. The current amendment increases the local and long distance commission rate from 51% to 52% for the one year renewal period. The agreement provides inmate telephone services to the Placer County Corrections Facility and the Juvenile Detention Facility. The inmate pay telephone system allows only collect, outgoing calls by inmates from the Corrections and Juvenile Facilities. Revenues from this system are deposited into the Inmate Welfare Fund (IWF) Program. This program is supported by section 4025(e) of the California Penal Code which states the money and property deposited in IWF shall be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail.

Fiscal Impact

Revenue from these services is estimated at \$21,500 a month. These revenues are placed directly into the IWF Trust Fund. IWF has no impact on County General Funds.

FIRST AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT BETWEEN PLACER COUNTY SHERIFF'S DEPARTMENT AND GLOBAL TEL*LINK CORPORATION

This First Amendment ("Amendment") has an effective date of July 1, 2011 ("Amendment Effective Date") between Placer County Sheriff's Department ("Premise Provider") and Global Tel*Link Corporation ("Company").

WHEREAS, on September 12, 2008, Premise Provider and Company entered into an Inmate Telephone Services Agreement ("Agreement"); and,

WHEREAS, Premise Provider and Company desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, Premise Provider and Company hereby agree as follows:

1. Company agrees to follow Premise Provider's direction in working with its Designated Agent pursuant to the Letter of Agency ("LOA") between Premise Provider and its Designated Agent dated October 29, 2010.

2. Paragraph 1. Term is hereby deleted in its entirety and replaced with the following:

*1. **Term.** This Agreement shall commence upon the date that is thirty (30) days prior to the date on the first commission check issued pursuant to this Agreement until **June 30, 2012** ("initial term"). The Agreement shall not bind, nor purport to bind, Premise Provider for any contractual commitment in excess of the Initial Term. This Agreement will not automatically renew. If Premise Provider intends to extend the Agreement beyond the initial term, the Premise Provider shall give Company at least one hundred-twenty (120) days written notice of its intention to extend prior to the end of said term. Failure to provide said notice authorizes Company to initiate disconnection orders for all trunks and circuits supporting this agreement. In addition, Company and Premise Provider shall mutually agree upon a timeline for the removal of all Company provided equipment and develop a mutually agreed upon timeline for the successful transfer of Premise Provider's data. At no time is Premise Provider or its contractors authorized to remove any Company owned equipment. Premise Provider assumes all fiscal responsibility for any lost or damaged equipment.*

3. Paragraph 4. Compensation is hereby deleted in its entirety and replaced with the following:

*4. **Compensation.** Company shall pay Premise Provider **fifty two percent (52%)** commission on all Gross Revenue generated by and through the inmate telephone system ("ITS"). Gross Revenue is generated by completed calls (see description of a completed call below) and includes, but is not limited to, all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, and International revenues and any and all additional charges and fees generated by completion of all collect, debit, and pre-paid calls from Company's inmate telephones located at the Premise Provider's facilities ("Facilities"). Any additional fees to be added to the called party's bill or paid by the called party (including those associated with establishing/funding pre-paid collect accounts) for inmate telephone calls from the Facilities must be approved by the Premise Provider prior to implementation.*

4.1 Any additional fees and/or charges implemented without the Premise Provider's express written consent shall incur liquidated damages of three hundred fifty dollars (\$350.00) per day. The daily liquidated damages shall be effective from the date Company implemented the unapproved additional fees and/or charges through the date Company discontinues the unapproved additional fees and/or charges. Premise Provider shall provide Company with an invoice for the total liquidated damages due, which Company shall remit payment to the Premise Provider within thirty (30) days.

4.2 Additionally, Company shall promptly refund each called party for any unapproved additional fees and/or charges from the date the charges/fees were implemented until the date the charges/fees were discontinued.

Calls are deemed to be completed and commissionable as follows:

- 4.3 *Collect calls are completed when the called party accepts the call; regardless if the Company can bill or collect the revenue on the call;*
- 4.4 *Debit calls are completed when a connection is made between the inmate and the called party whether such connection is established by positive acceptance or by live automated (e.g. answering machine) pick-up; and/or*
- 4.5 *Pre-paid calls are completed when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated (e.g. answering machine) pick-up.*
- 4.6 *Pre-paid calls include, without limitation, calls completed by using a pre-paid card and all calls which have been pre-paid by any person or entity by any method of payment.*
- 4.7 *Company shall pay commission on Gross Revenue before any deductions are made for unbillable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Company expenses. Company agrees that the Premise Provider will bear no responsibility for unbillable or uncollectible calls.*

Notwithstanding the foregoing, Gross Revenue does not include:

- 4.8 *Transaction funding fees. Transaction funding fees are defined as fees imposed on called parties to set up a pre-paid collect account with Company to accept calls. The amounts of the transaction funding fees approved by Premise Provider are specified in **Attachment A**.*
- 4.9 *Single Bill fees. Single Bill fees are defined as fees tariffed by the Company and charged to called parties for processing a collect call on a LEC telephone bill. The amount of the single bill fee approved by Premise Provider is specified in **Attachment A**.*
- 4.10 *Carrier Access Fees. Carrier Access fees are defined as fees tariffed by the Company and charged to called parties. The amounts of the carrier access fees approved by Premise Provider are specified in **Attachment A**.*
- 4.11 *Cost Recovery Fees. Cost Recovery fees are defined as fees tariffed by the Company and charged to called parties in an effort for Company to recover costs associated with processing a collect call on a LEC telephone bill. The amounts of the cost recovery fees approved by Premise Provider are specified in **Attachment A**.*
- 4.12 *Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency.*
- 4.13 *Free calls. Free calls shall be defined as a call not generating any revenue for the Company. Calls to telephone numbers that appear on the free call list supplied by the Premise Provider shall not generate revenue for Company and shall not be commissionable to Premise Provider. Only those numbers designated by Premise Provider on the free call list shall be marked as "Free" in the ITS and designated as such in the Call Detail Records.*

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4. Paragraph 5. Rates is hereby deleted in its entirety and replaced with the following:

5. Rates.

- 5.1 Both parties have mutually agreed upon the rates and fees for inmate telephone calls as detailed in **Attachment B**. Calling rates shall be defined as the combined cost of surcharges, any additional fees and per minute rates charged to the called party. Any and all charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls shall be identified in **Attachment A**. It is not necessary to detail government agency mandated fees such as taxes and state and federal universal service fund assessments in this Agreement.
- 5.2 Company shall submit written requests for Premise Provider's approval to increase and/or decrease rates for inmate telephone calls. Premise Provider shall provide written notice of approval or disapproval. Should Company decrease the calling rates without the express written approval of Premise Provider, Company shall be responsible for paying commission on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should Company increase the calling rates without the express written approval of Premise Provider, Company must issue credits to all end users whom were overcharged; documentation of the issued credits shall be provided to Premise Provider and/or its Designated Agent within ten (10) days of the date the credits were issued. No commission refund shall be due from Premise Provider to Company for unapproved rate increases.
- 5.3 Rate adjustments requested by Premise Provider shall be implemented by Company within ten (10) days of receiving Premise Provider's written request, subject to regulatory approval.

5. Paragraph 6. Records & Confidentiality The second paragraph is hereby deleted in its entirety and replaced with the following:

6. Records & Confidentiality. Payments and reports due Premise Provider or its Designated Agent hereunder shall be made by Company no later than the twenty-fifth (25th) day of the month following the month of traffic. Commission payments shall be sent via wire transfer and traffic detail reports shall be sent via electronic format to Premise Provider or its Designated Agent.

- 6.1 Traffic detail report(s) shall include a detailed breakdown of the traffic for all collect, debit, and pre-paid collect calls for each inmate telephone or inmate telephone station. This requirement is applicable for any ITS equipment that may be installed by Company. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit, and pre-paid collect call types: (a) Facility Name; (b) Facility Identification Number; (c) Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or Inmate Telephone or Inmate Telephone Station port number; (e) Total Gross Local Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (f) Total Gross Intralata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (g) Total Gross Interlata/Intrastate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (h) Total Gross Interlata/Interstate Revenue and Commission per Inmate Telephone or Inmate Telephone Station; (i) Total Gross International Revenue per Inmate Telephone or Inmate Telephone Station; (j) Commission Rate; (k) total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate and International); (l) Traffic Period Dates; (m) Total Minutes of use per Inmate Telephone or Inmate Telephone Station for each call type; (n) Total Number of Calls per Inmate Telephone or Inmate Telephone Station for each call type; (o) Total Debit Usage for each call type; (p) Total Pre-Paid Usage for each call type.
- 6.2 Monthly raw Call Detail Records and Billing Files shall be delivered to Premise Provider and/or its Designated Agent no later than the twenty-fifth (25th) day of the month following the month of traffic. Call Detail Records and Billing Files received by Premise Provider or its Designated Agent shall include the following:

- 6.2.1 *The billing files shall contain all fields in the exact format and exact content as those files prepared and submitted for billing to the called party. The billing files shall be accompanied by a complete file map and complete field legend. The billing files shall contain, but shall not be limited to, the following fields: (a) Origination Number; (b) Dialed Number; (c) Facility; (d) Facility Identifier; (e) Call Date; (f) Call Time; (g) Termination Reason; (h) Termination Code; (i) Trunk; (j) Duration in Seconds; (k) Call Amount; (l) Bill Type; (m) Station; (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result. Company shall make the complete file map and complete field legend available to Premise Provider and/or its Designated Agent upon request from Premise Provider and/or its Designated Agent.*
- 6.2.2 *The Raw Call Detail Records (CDRs) shall contain all calls (both attempted and completed) which originated from the Facilities for each day and each time of the day for the period for which said Raw CDRs are requested. The raw CDRs shall contain the unedited data including all fields and all field content. When requested, these records shall be accompanied by a complete file map and complete file legend. The CDRs shall contain, but shall not be limited to, the following fields: (a) Origination Number; (b) Dialed Number; (c) Facility; (d) Facility Identifier; (e) Call Date; (f) Call Time; (g) Termination Reason; (h) Termination Code; (i) Trunk; (j) Duration in Seconds; (k) Call Amount; (l) Bill Type; (m) Station; (n) Completion Status; (o) Inmate ID; (p) Call Type; (q) Validation Result.*

ATTACHMENT A

<u>Description of Charge</u>	<u>When Applied</u>	<u>Amount Charged</u>
Federal Universal Service Fee (FUSF)	Monthly per Invoice of Interstate Calls	13.6% of total Interstate charge
Federal Usage Tax	Monthly per Invoice	Varies
State Usage Tax	Monthly per Invoice	Varies
Local/City Usage Tax	Monthly per Invoice	Varies
Single Bill Fee	Monthly per Paper Invoice	\$2.89
Automated IVR Deposit of \$25	Per Transaction	\$4.75
Automated IVR Deposit of \$50	Per Transaction	\$9.50
Credit Card Deposit through GTL Website	Per Transaction	\$9.50
State Carrier Cost Recovery Fee	Intrastate calls billed via Paper Invoice	\$1.95
State Carrier Cost Recovery Fee	Intrastate Pre-Paid calls	Up to 5% of Call amount
Federal Administrative Cost Recovery Fee	Interstate calls billed via paper invoice	\$1.99
Federal Administrative Cost Recovery Fee	Interstate Pre-Paid calls	Up to 5% of Call amount
AdvancePay Account Close-Out Fee	One-Time	\$5.00
Deposit sent to GTL via Western Union	Per Transaction	Standard Western Union charge
Certified Check mailed to GTL	Per Transaction	\$0.00
Money Order mailed to GTL	Per Transaction	\$0.00

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ATTACHMENT B

Local Rate:

	DAY		EVENING		NIGHT/WEEKEND	
		EACH		EACH		EACH
RATE	1st	ADD'L	1st	ADD'L	1st	ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
Station to Station						
9999	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
Debit						
9999	3.353	0.0759	3.3151	0.0569	3.2677	0.0569

IntraLata Rate:

	DAY		EVENING		NIGHT/WEEKEND	
		EACH		EACH		EACH
RATE	1st	ADD'L	1st	ADD'L	1st	ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
Station to Station						
12	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
16	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
20	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
25	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
30	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
40	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
50	3.4194	0.1517	3.372	0.1233	3.3341	0.0948
70	3.4194	0.1517	3.372	0.1233	3.3341	0.0948
9999	3.4479	0.1991	3.3815	0.1422	3.3625	0.1422
Debit						
12	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
16	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
20	3.353	0.0759	3.3151	0.0569	3.2677	0.0569
25	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
30	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
40	3.391	0.1327	3.3625	0.1138	3.3056	0.0853
50	3.4194	0.1517	3.372	0.1233	3.3341	0.0948
70	3.4194	0.1517	3.372	0.1233	3.3341	0.0948
9999	3.4479	0.1991	3.3815	0.1422	3.3625	0.1422

InterLata Rate:

Station to Station: \$3.65 1st minute & \$0.65 each additional minute
 Debit: \$3.65 1st minute & \$0.65 each additional minute

InterState IntraLata:

	DAY		EVENING		NIGHT/WEEKEND	
		EACH		EACH		EACH
RATE	1st	ADD'L	1st	ADD'L	1st	ADD'L
MILEAGE	Minute	PERIOD	Minute	PERIOD	Minute	PERIOD
Station to Station						
9999	3.50	0.30	3.40	0.20	3.40	0.20
Debit						
9999	3.50	0.30	3.40	0.20	3.40	0.20

InterState Rate:

Station to Station: \$4.80 1st minute \$0.85 each additional minute
 Debit: \$4.80 1st minute \$0.85 each additional minute

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IN WITNESS WHEREOF and intending to be bound as of the Amendment Effective Date, each of the parties has caused this Amendment to be signed by its duly authorized representatives on the date(s) shown below.

Placer County Sheriff's Department

Signature

Printed Name

Title

Date

Global Tel*Link Corporation

Signature

Jeffrey B. Haidinger

Printed Name

President, Services

Title

Date

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