

**AMENDMENT # 10 TO AMENDED AND RESTATED INMATE TELEPHONE SERVICE  
AGREEMENT**

This Amendment # 10 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Amended and Restated Inmate Telephone Service Agreement, dated October 9, 2012 (effective as of May 1, 2012), as amended from time to time (the "Agreement"), by and between Global Tel\*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company") (with agent for service of process in California Incorp Services, Inc., 5716 Corsa Ave, Ste 110, Westlake Village, CA 91362-7354) and the County of Alameda by and through the Alameda County Sheriff's Office, with an address of 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, California 94612-4305 ("County") (Company and County 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 certain changes under the Agreement, 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. The Agreement term is hereby extended, and the Agreement shall continue, until and through **October 31, 2017**.
2. Within thirty (30) days following the Effective Date, Company shall make to the County a **one-time payment of Sixty Thousand Dollars (\$60,000.00)**.
3. Company shall pay the County **each month an ITS administration reimbursement fee in the sum of Twenty Thousand Dollars (\$20,000) for the period beginning May 1, 2017**.
4. Except as set forth above, there are no other revisions or amendments to the Agreement or the obligation of Company or the County.
5. 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.
6. Except as expressly modified by this Amendment, **all of the terms and conditions of the Agreement and any previous amendments are and remain in full force and effect**.
7. This Amendment may be executed in counterparts.

*Signature Page Follows*

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


County of Alameda

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

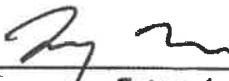
Alameda County Sheriff's Office

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Company  
Global Tel\*Link Corporation

By:   
Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 4/10/17

APPROVED AS TO FORM, OFFICE OF  
THE COUNTY COUNSEL, COUNTY OF  
ALAMEDA

By:   
Name: RAY LARA  
Title: Sen. Dep. Co. Counsel  
Date: 4/10/17

# Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12<sup>th</sup> Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services  
Coroner - Marshal

AGENDA ITEM \_\_\_\_ April 25, 2017

April 20, 2017

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT: CONTRACT AMENDMENT WITH GLOBAL TEL\*LINK CORPORATION**

Dear Board Members:

**RECOMMENDATION:**

1. Approve the 10<sup>th</sup> contract amendment with Global Tel\*Link Corporation, Inc. (*Principal: Jeffrey Haidinger, President and COO; Location: Reston, VA*), Master Contract No. 900421, to extend the contract term from 5/1/2012 – 4/30/2017 through 10/31/2017 to provide inmate telephone services to Alameda County correctional facilities;
2. Authorize the Sheriff's Office to work with the General Services Agency – Procurement to conduct a new competitive bid process, which will be completed subsequent to the expiration of the current agreement with Global Tel\*Link Corporation, Inc. on 4/30/2017, while extending the current agreement for six months through 10/31/2017, to allow for the completion of the competitive bidding process without interruption in inmate telephone services at Alameda County correctional facilities;
3. Authorize receipt of a one-time payment from Global Tel\*Link Corporation to the Alameda County Sheriff's Office within 30 days of the effective date, 4/25/2017, in the amount of \$60,000;
4. Authorize receipt of a monthly fee from Global Tel\*Link Corporation to the Alameda County Sheriff's Office as an inmate telephone services administration reimbursement in the amount of \$20,000 beginning 5/1/2017.

**DISCUSSION/SUMMARY:**

Alameda County has contracted with Global Tel\*Link (GTL) to provide inmate telephone services for the two Alameda County detention facilities, the Glenn E. Dyer Detention Facility in Oakland and Santa Rita Jail in Dublin. GTL received the contract in October 2007 through assignment by AT&T, who had been awarded the contract through a competitive bid process.

Telephone services are provided on a guaranteed commission basis, payable to the Alameda County Sheriff's Office Inmate Welfare Fund. The IWF functions to provide inmate services in conformity with California Code of Regulations, Title 15, and within scope of California Penal Code §4025. The programs

Honorable Board of Supervisors

Page 2 of 2

April 11, 2017

funded by the IWF are for the benefit and education of inmates and are intended to provide positive intervention to reduce recidivism and encourage rehabilitation. The Inmate Welfare Fund receives funding from commissions generated from payphone, commissary, vending machine sales, and the State Department of Education. The additional one-time payment of \$60,000 and the monthly fee of \$20,000 will also be deposited into the Inmate Welfare Fund for the purposes of providing continued programs and services for inmates.

This amendment has been approved, as to form, by Global Tel\*Link and County Counsel. The terms and conditions of this amendment will not impact the fees assessed under the prior amendment.

**SELECTION/CRITERIA:**

*ACSO has determined that the County does not have the resources required to provide inmate telephone services. Due to the fact that there are no County expenditures for this contract, the Small, Local, Emerging Business (SLEB) requirement has been waived by the Office of Acquisition Policy (OAP). OAP issued SLEB waiver #1145. The Sheriff's Office is currently working with the General Services Agency – Procurement to conduct a new competitive bid process.*

**FINANCING:**

No additional appropriation is required. The costs associated with this contract is offset through fees assessed for inmate phone calls. This request will not impact the net County cost in FY 2016-17 or in subsequent years.

Respectfully submitted,

  
Gregory J. Ahern  
Sheriff-Coroner

GJA:BHW:bhw