

1 [Contract Amendment - Global Tel*Link - Inmate Telephone Services - \$3,000,000]

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3 **Resolution authorizing the Sheriff’s Department to enter into a second amendment to**
4 **the existing contract with Global Tel*Link for inmate telephone services to extend the**
5 **contract term to May 31, 2015, to reduce the calling rates for inmate telephone calls per**
6 **FCC Regulation, to modify the commission paid to the Sheriff’s Department, and to**
7 **modify the additional annual payment to the Sheriff’s Department, which will result in**
8 **an anticipated revenue to the Inmate Welfare Fund of more than \$3,000,000 over the**
9 **five-year contract term.**

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11 WHEREAS, City Charter, Section 9.118 “Contract and Lease Limitations”, Subsection
12 (a) requires that the amendment of any contract which when entered into had anticipated
13 revenue of \$1,000,000 dollars or more, shall be subject to approval of the Board of
14 Supervisors by resolution; and

15 WHEREAS, The Sheriff’s Department has an Inmate Welfare Fund, as provided for in
16 California Penal Code, Section 5000-5030.1; and

17 WHEREAS, The original Global Tel*Link (GTL) contract term is June 1, 2010, to May
18 31, 2013, with two one-year options to extend the term; and

19 WHEREAS, The Sheriff’s Department desires to amend the GTL contract to extend the
20 term to May 31, 2015; and

21 WHEREAS, The Sheriff’s Department desires to amend the GTL contract to adjust
22 inmate call charge rates and impose interstate rate caps to facilitate inmates’
23 communication with support systems, which is shown to reduce recidivism, and to comply
24 with Federal Communication Commission rules and regulations; and

1 WHEREAS, The Sheriff's Department desires to amend the GTL contract to
2 require that GTL pay monthly to the Sheriff's Department the greater of (1) forty thousand
3 dollars (\$40,000); or (2) sixty (60) percent of gross revenue sales per month; and

4 WHEREAS, The Sheriff's Department desires to amend the GTL contract to
5 reduce the additional annual payment GTL pays to the Sheriff's Inmate Welfare Fund
6 from one hundred thousand dollars (\$100,000) to sixty-eight thousand dollars (\$68,000);
7 and

8 WHEREAS, The Sheriff's Department desires to amend the GTL contract to
9 require that GTL pay to the Sheriff's Department an annual Technology Payment of five
10 thousand eight hundred eighty dollars (\$5,880) and a supplemental quarterly technology
11 payment in the amount of one thousand four hundred seventy dollars (\$1,470); and

12 WHEREAS, The Sheriff's Department has included the Inmate Welfare Fund
13 expenditures in the FY2014-2015 budget to match the expenditures to the commission
14 revenues recorded to the Inmate Welfare Fund to provide enhanced inmate benefits; and

15 WHEREAS, The original contract agreement is on file with the Clerk of the Board
16 of Supervisors in File No. 100442; and

17 WHEREAS, The First Amendment agreement is on file with the Clerk of the Board
18 of Supervisors in File No. 130801, Resolution No. 438-13, dated December 10, 2013,
19 which is hereby declared to be part of this resolution as if set forth fully herein; now,
20 therefore, be it

21 RESOLVED, That the Board of Supervisors hereby approves the Inmate
22 Telephone Services Second Amendment by and between GTL, and the City and County
23 of San Francisco, acting by and through its Sheriff's Department, for a one year contract
24 extension, beginning June 1, 2014; and, be it

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1 FURTHER RESOLVED, That within thirty (30) days of the contract amendment being fully
2 executed by all parties the Sheriff shall provide the final contract amendment to the Clerk of
3 the Board for inclusion into the official file.

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