



**Sheriff's Office
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: May 12, 2020

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

CONTACT PERSON: Ed Lardner, Grant Specialist PHONE: (559) 802-9462

SUBJECT: Approve an amendment to Agreement No. 26035 with Global Tel*Link Corporation

REQUEST(S):

That the Board of Supervisors:

1. Ratify and approve an amendment to Agreement No. 26035 with Global Tel* Link Corporation to convert the Agreement to a month-to-month term not to exceed one year and amend the termination clause, for inmate telephone services at the County's adult and juvenile correctional facilities, retroactive from May 1, 2020. The amendment is retroactive due to a delay in negotiations with the vendor. It was impracticable for the Board to take action prior to May 1, 2020 due to the time needed to process, prepare, and submit the agenda item;
2. Find that the Board had authority to enter into the proposed amendment as of May 1, 2020, and that it was in the County's best interest to enter into the amendment on that date; and
3. Ratify the Chairman's signature on the amendment.

SUMMARY:

On April 16, 2013, the Board approved Agreement No. 26035 with Global Tel* Link Corporation (GTL) to provide inmate telephone services at adult correctional facilities managed by the Tulare County Sheriff's Office (TCSO) and juvenile correctional facilities managed by the Tulare County Probation Department (Probation). The purpose of the amendment with GTL before the Board today is to extend the agreement on a month to month basis for a maximum of one year.

SUBJECT: Approve an amendment to Agreement No. 26035 with Global Tel*Link Corporation
DATE: May 12, 2020

The County and GTL have amended the agreement four times. The first Amendment is effective October 21, 2014, Amendment 26035-A, Resolution No. 2014-0755. The second Amendment is effective October 21, 2014, Amendment 26035-B, Resolution No. 2014-0755. The third Amendment is effective June 20, 2016, Amendment 26035-C, Resolution No. 2016-0849. The fourth Amendment is effective September 14, 2019, Amendment 26025-D, Resolution No. 2019-0839.

The original agreement was approved as to form by County Counsel on March 20, 2013 and was approved by the Board of Supervisors on April 16, 2013. The substantive deviations from the standard County boilerplate identified in the original agenda item were: Termination may be made without cause upon 6 months advance notice. Because the proposed amendment modifies the termination clause to allow for termination upon 30 days notice, this contract no longer deviates from the standard County boilerplate. The only additional changes to the original Agreement is to convert the Agreement to a month-to-month term, not to exceed one year in duration. The price for services has not changed.

FISCAL IMPACT/FINANCING:

The amendment with GTL is to extend the agreement on a month to month basis for a maximum of one year. The County receives revenue from GTL for the inmate telephone and video visitation system. The County receives a 70% commission from the GTL system. TCSO commission received from GTL for FY 18/19 was \$499,670 and was deposited into the adult Inmate Welfare Trust Fund. Probation commission received from GTL for FY 18/19 was \$27,003 and was deposited into the juvenile Inmate Welfare Trust Fund. There is no additional net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's Strategic Plan includes the Safety and Security initiative to provide facilities and resources for training and rehabilitation of offenders. The GTL agreement helps fulfill this initiative by expending the revenue collected for the education and welfare of offenders confined within County facilities.

ADMINISTRATIVE SIGN-OFF:


Mike Boudreaux
Sheriff-Coroner

cc: County Administrative Office

Attachment(s) Amendment

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AMENDMENT TO AGREEMENT No.) Resolution No. _____
26035 WITH GLOBAL TEL* LINK) Agreement No. _____
CORPORATION)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Ratified and approved an amendment to Agreement No. 26035 with Global Tel* Link Corporation to convert the Agreement to a month-to-month term not to exceed one year and amend the termination clause, for inmate telephone services at the County's adult and juvenile correctional facilities, retroactive from May 1, 2020. The amendment is retroactive due to a delay in negotiations with the vendor. It was impracticable for the Board to take action prior to May 1, 2020 due to the time needed to process, prepare, and submit the agenda item;
2. Found that the Board had authority to enter into the proposed amendment as of May 1, 2020, and that it was in the County's best interest to enter into the amendment on that date; and
3. Ratified the Chairman's signature on the amendment.

**FIFTH AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 26035
WITH GLOBAL TEL*LINK CORPORATION**

THIS FIFTH AMENDMENT ("Amendment") to Tulare County Agreement Number 26035 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **GLOBAL TEL*LINK CORPORATION**, a Delaware corporation licensed to do business in California ("CONTRACTOR") with reference to the following:

- A. **WHEREAS**, the COUNTY and CONTRACTOR entered into the Agreement on April 16, 2013, for the purpose of providing installation, programming and maintenance for inmate telephone services;
- B. **WHEREAS**, the COUNTY and CONTRACTOR have previously entered into amendments to the Agreement as stated in the First Amendment dated October 21, 2014, the Second Amendment dated October 21, 2014, the Third Amendment dated June 20, 2016, and the Fourth Amendment dated September 10, 2019, to modify terms and include the provision of video visitation services in compliance with Federal Communications Commission regulations;
- C. **WHEREAS**, the Agreement is set to expire on April 30, 2020; and
- D. **WHEREAS**, the COUNTY and CONTRACTOR now wish to amend the Agreement in order to periodically extend the duration of this Agreement on a monthly basis.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. Effective April 30, 2020, Section III. Specific Terms, Paragraph 1 of the Agreement is revised as follows:

- 1. **TERM:** Beginning May 1, 2020, this Agreement shall remain in effect on a month-to-month basis unless otherwise terminated as provided in this Agreement.

2. Effective April 30, 2016, Section IV. General Terms, Paragraph 13, of the Agreement is hereby revised to read as follows:

13. TERMINATION: (a) Without Cause: COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

(b) With Cause: Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
 - (2) Become insolvent or have a receiver appointed, or
 - (3) Make a general assignment for the benefit of creditors, or
 - (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
 - (5) Materially breach this Agreement.
 - (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to COUNTY'S retention of CONTRACTOR, or
-

**FIFTH AMENDMENT TO
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- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 5 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If COUNTY terminates this Agreement for cause and the expense of finishing CONTRACTOR'S scope of work exceeds the unpaid balance of the Agreement, then CONTRACTOR must pay the difference to COUNTY. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY terminates CONTRACTOR'S services, that termination will not affect any rights of COUNTY to recover damages against CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.


4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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TULARE COUNTY AGREEMENT NO. 26035
WITH GLOBAL TEL*LINK CORPORATION


THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

GLOBAL TEL*LINK CORPORATION

Date 4/21/2020

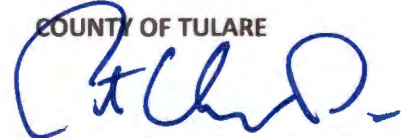
By 
Print Name Deb Alderson
Title CEO

Date 4/21/2020

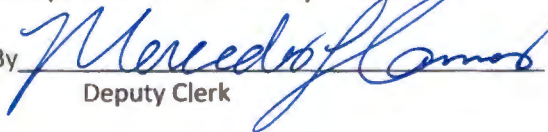
By 
Print Name John C. Pitsenberger
Title CEO

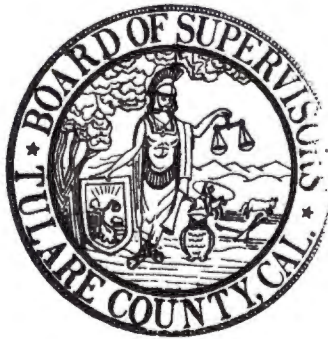
[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Date 4/22/2020

COUNTY OF TULARE
By 
Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By 
Deputy Clerk



Approved as to Form:
County Counsel

By 
Deputy (Matter # 2020467)

Digitally signed by Jennifer M. Flores
Date: 2020.04.21 13:22:57 -0700'