



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 11/02/21

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Global Tel*Link Corporation

***Project Title/Description:**

Inmate Communication Systems

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-21-016, Amendment No. 01. This Amendment is to implement rate caps for inmate telephone services and ancillary services mandated by the FCC and revises the annual guaranteed payment amounts, adds language permitting the transfer of funds from inmate commissary accounts to Contractor and changes the tablet to inmate ratio for the Ajo District Jail.

Administering Department: Sheriff.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, on August 17, 2020, the Board of Supervisors approved an award of contract for an initial term of five (5) years and an estimated revenue amount of \$6,000,000.00 with five (5) one-year renewal options.

This Amendment is needed due to the issuance of the Third Report and Order, Order on Reconsideration and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 by the Federal Communications Commission (FCC).

The revised estimated revenue amount is reduced by \$600,000.00 from \$5,600,000.00 to \$5,000,000.00.

PRCUID: 384479

Attachment: Contract Amendment No. 01.

***Program Goals/Predicted Outcomes:**

To allow inmates to communicate remotely with persons outside of a Pima County detention facility and access to educational and entertainment products.

***Public Benefit:**

Increased revenue and ethical treatment of inmates in custody in Pima County detention facilities.

***Metrics Available to Measure Performance:**

Reports that measure use of equipment.

***Retroactive:**

Yes, the FCC Order required that changes become effective October 26, 2021.

TO: COB 10/27/21

VERS: 3

PGS: 4

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____
Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No
If Yes, is the Contract to a vendor or subrecipient? _____
Were insurance or indemnity clauses modified? ☐ Yes ☐ No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? ☐ Yes ☐ No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 21-016
Amendment No.: 01 AMS Version No.: 3
Commencement Date: 10/26/2021 New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☒ Revenue ☐ Increase ☒ Decrease Amount This Amendment: \$ 600,000.00
Is there revenue included? ☒ Yes ☐ No If Yes \$ 5,000,000.00

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

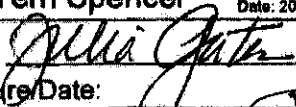
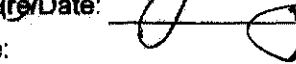

Grant/Amendment Information (for grants acceptance and awards)☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____
*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____
*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)?

Contact: Procurement Officer: Shirley Kelsey Braun-
Digitally signed by Shirley Kelsey Braun-
Date: 2021.10.26 16:51:49 -0700
Division Manager: Ana Wilber
Digitally signed by Ana Wilber
Date: 2021.10.26 16:57:31 -0700
Department: Procurement Director: Terri Spencer
Digitally signed by Terri Spencer
Date: 2021.10.26 16:30:54 -0700
Telephone: (520)724-7486
Department Director Signature/Date:  10/26/2021
Deputy County Administrator Signature/Date:  10/26/2021
County Administrator Signature/Date:  10/26/2021
(Required for Board Agenda/Addendum Items)

Pima County Department of Sheriff
Project: Inmate Communication Systems

Contractor: Global Tel*Link Corporation
3120 Fairview Park Drive Suite 300
Falls Church, VA 22042

Contract No.: MA-PO-21-016

Contract Amendment No.: 01

Orig. Contract Term: 09/01/2020 - 08/31/2025	Orig. Amount:	\$0.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$0.00
Termination Date This Amendment: 08/31/2025	This Amendment Amount:	\$0.00
	Revised Total Amount:	\$0.00

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On September 1, 2020, County and Contractor entered into the above referenced Contract to provide inmate communication systems.

1.2. Purpose. On May 24, 2021, the Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges and other requirements. The parties have agreed to amend the Contract to implement the FCC Order, revise the annual guaranteed payment amounts, add language permitting the transfer of funds from inmate commissary accounts to Contractor, and change the tablet to inmate ratio for the Ajo District Jail.

2. The following new Section 14 is added to the Contract:

Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of County. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Contractor (each an "Affiliate") without the consent of the County; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor's

assets shall not constitute an assignment requiring consent of County for purposes of this Agreement.

3. Amendments to Exhibit 1.

3.1. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, Section 3 Compensation in Exhibit 1 is deleted in its entirety and replaced with the following:

For the calendar years beginning with January 1, 2021, January 1, 2022, January 1, 2023, January 1, 2024, and January 1, 2025, GTL agrees to pay Pima County an annual guaranteed payment in the amount of \$1,000,000. Annual guaranteed payments shall be paid within 45 days following the first day of the calendar year.

Payments will be delivered to the address listed in this Section, which may be changed by County from time to time upon notice to GTL in accordance with terms of the notice provision of this Agreement.

**Pima County Sheriff's Department
Attn: Financial Services Unit
1750 E. Benson Highway
Tucson, Arizona 85714**

3.2. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges set forth in Section 4 of Exhibit 1 will be implemented, as follows:

- a) Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.16** per minute of use.
- b) Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.16** per minute of use.
- c) International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the Contractor's website, which may be updated every 3 months in accordance with the FCC Order.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Contractor in connection with such programs.

Ancillary Service Charges. The Contractor may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted per-minute rate

3.3. The following new Section 15 is added to Exhibit 1:

PIN Debit Payments. On a monthly basis County agrees to remit to Contractor any funds transferred from an inmate commissary/trust accounts on-demand, through the phone system to GTL PIN Debit accounts. Contractor shall provide a monthly invoice to County detailing the PIN Debit transfers no later than fifteen (15) days from the end of the month when the transfers were made

4. Amendments to Exhibit 2.

4.1. As soon as reasonably practicable after the effective date of this amendment, Contractor shall deliver to County the changes in services set forth below for the Ajo, District Jail and the table in Section 3 in Exhibit 2 is updated as follows:

Location	Location Description	# of Tablets
Pima County Sheriff Office Main Jail Adult Detention Complex	1270 West Silver Lake Road Tucson Arizona 85713	2 to 1 per Average Daily Population (ADP)
Minimum Security Facility 1801 S Mission Road Tucson Arizona 85713	1801 S Mission Road Tucson Arizona 85713	2 to 1 per Average Daily Population
Ajo, District Jail (Wall Phones Only)	1249 W. Ajo Well Road Ajo, Arizona 85321	2 to 1 per Average Daily Population

4.2. Section 7(a) of Exhibit 2 "Enhanced Services – IP Enabled Tablets Service Schedule" is deleted in its entirety and replaced with the following:

a. Paid Inmate Content Access:

1. Standard Profile: \$0.06 per minute
2. Free Profile: \$0.00 per minute

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. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts.

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry
Print DCA Name

CONTRACTOR



Authorized Officer Signature

Alexandra Booker - Contracts Manager
Printed Name and Title

October 22, 2021
Date