

**City and County of San Francisco
San Francisco Sheriff's Department**

2014 FEB -7 11:11:04

First Amendment

THIS AMENDMENT (this "Amendment") is made as of June 1, 2013, in San Francisco, California, by and between **GLOBAL TEL* LINK** ("Grantee"), and the City and County of San Francisco, a municipal corporation ("City").

RECITALS

WHEREAS, City and Grantee have entered into the Agreement (as defined below);
and

WHEREAS, City and Grantee desire to modify the Agreement on the terms and conditions set forth herein to provide an extension to the contract term, increase the percentage of the received commission and update contractual clauses to the Inmate Telephone Services contract; and

NOW, THEREFORE, Grantee and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

a. Agreement. The term "Agreement" shall mean the Agreement dated June 1, 2010 between Grantee and City.

b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

a. Section 2, Section 2, Term of the Agreement currently reads as follows:

2. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from June 1, 2010 to May 31, 2013.

In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

Such section is hereby amended in its entirety to read as follows:

2. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from June 1, 2010 to May 31, 2014.

In addition, the City shall have one option to extend the term, for a period of one year, by mutual agreement in writing. The maximum contract period shall not be more than five (5) years.

b. Section 5, Section 5, Compensation of the Agreement currently reads as follows:

5. Compensation. Contractor shall pay the Sheriff's Department an annual payment of One Hundred Thousand Dollars (\$100,000.00) payable within thirty (30) days of contract execution and annually 30 days after the contract anniversary date. In addition, Contractor shall pay the Sheriff's Department a commission rate of **sixty percent (60%)** calculated on all Gross Revenue generated by and through the ITS including but not limited to all collect, debit, pre-paid inmate telephone calls, and coin operated telephones. "Gross Revenue" shall include, but not be limited to, all surcharges, per minute fees and any additional fees generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/ Interstate and International collect, debit and pre-paid inmate telephone calls placed from Contractor's equipment located at the Facilities.

Such section is hereby amended in its entirety to read as follows:

5. Compensation. Contractor shall pay the Sheriff's Department an annual payment of One Hundred Thousand Dollars (\$100,000.00) payable within thirty (30) days of the execution of this First Amendment. In addition, Contractor shall pay the Sheriff's Department a commission rate of **sixty-five percent (65%) calculated** on all Gross Revenue generated by and through the ITS including but not limited to all collect, debit, pre-paid inmate telephone calls, and coin operated telephones. "Gross Revenue" shall include, but not be limited to, all surcharges, per minute fees and any additional fees generated by the completion of all Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/ Interstate and International collect, debit and pre-paid inmate telephone calls placed from Contractor's equipment located at the Facilities.

c. Section 15, Section 15, Insurance is hereby replaced in its entirety to read as follows:

a. Without in any way limiting Grantee's liability pursuant to the "Indemnification" section of this Agreement, Grantee must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate for bodily injury, property damage, contractual liability, personal injury, products and completed operations.

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. Regarding Workers' Compensation, Grantee hereby agrees to waive subrogation which any insurer of Grantee may acquire from Grantee by virtue of the payment of any loss. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subgrantees.

d. All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the "Notices to the Parties" section.

e. Should any of the required insurance be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

i. Approval of the insurance by City shall not relieve or decrease the liability of Grantee hereunder.

j. If a subgrantee will be used to complete any portion of this agreement, the Grantee shall ensure that the subgrantee shall provide all necessary insurance and shall name the City and County of San Francisco, its officers, agents and employees and the Grantee listed as additional insureds.

d. Appendix A – Section G. Appendix A – Section G, Debit Card Application, currently reads as follows:

G. Debit Card Application: The current Commissary Provider (“CP”) is administering the distribution/selling of the debit cards sold to the inmates. The CP shall purchase the cards from the ITS Contractor for resale to the inmates. Inmates may purchase debit cards once a week (presently on Tuesdays) by selection from the CP menu. Delivery of the debit card and operational ITS service for the inmate occurs approximately one day later. Each card has unique identifiers to code the card. ITS contractor is to sell the cards at a fixed cost to the CP. There shall be no changes to this charge without the Sheriff’s Department approval.

- 1) The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call. The pre-paid and/or debit application shall allow international calls.
- 2) Debit Cards are available in \$10.00 denominations at the facilities through the Jail Commissary provider. Contractor shall observe the following:
 - a. The chargeable value of the debit cards shall be in denominations as determined by the Sheriff’s Department. Presently the value of the card is \$10.00. Inmate purchase cards from the commissary provider for \$10.50.
 - b. The actual value available to prisoners in the Sheriff’s Department’s facilities for each debit card shall be equal to the amount of charge available on the card (currently \$10.00).
 - c. Inmate’s friends and family may input cash or money orders at the Money Intake window at County Jail #1 Lobby at 425 7th Street San Francisco, CA, or may mail money orders referencing the inmate’s jail tracking number to credit the inmates account. Money credited to the inmates account may be used to purchase phone debit cards.
- 3) The pre-paid and/or debit application shall have the capability to terminate a debit account and refund income to the inmate. Funds not returned for whatever reason

shall be accounted for via the reporting process. A refund will only be made if requested by the facility or commissary provider to ensure requests are legitimate. Inmate's requests for refunds will be denied.

- 4) Calling cards are portable and can be carried by the individual to any San Francisco Sheriff's Department facility.

Such section is hereby amended in its entirety to read as follows

G. Debit Card / Electronic Debit Application: The current Commissary Provider ("CP") is administering the distribution/selling of the debit cards sold to the inmates. The Sheriff's Department and Contractor agree to implement Electronic Debit upon execution of this Amendment. Once Electronic Debit has been implemented, debit cards will be discontinued for sale and CP will no longer be required to administer the sale of debit cards. The Sheriff's Department reserves the right to switch from Electronic Debit back to debit cards at any time during the Agreement term. Inmates may purchase Electronic Debit at a frequency approved by the Sheriff's Department by selection from the CP menu. Activation of purchased Electronic Debit funds within the ITS shall occur approximately within 24 hours. The purchased Electronic Debit funds will be associated with each inmate based on the inmate's PIN. Contractor currently sells the debit cards at a fixed cost to the CP. There shall be no changes to this charge without the Sheriff's Department approval. Contractor shall interface with CP for the ease of transferring Electronic Debit funds from the commissary/trust account to the ITS Electronic Debit account. The Sheriff's Department shall not be responsible for paying any amounts associated with the interface.

- 1) The ITS shall provide the inmate with the balance of their debit card, Electronic Debit and/or pre-paid account at the time of the call. International calls are allowed using debit cards or Electronic Debit as directed by the Sheriff's Department.
- 2) Debit cards and Electronic Debit shall be available in \$10.00 denominations at the facilities through the CP. Contractor shall observe the following:
 - a. The chargeable value of the debit cards or Electronic Debit shall be in denominations as determined by the Sheriff's Department. The value of debit cards is currently \$10.00. Inmate shall purchase debit cards / Electronic Debit from CP for \$10.50.
 - b. The actual value available to prisoners in the Sheriff's Department's facilities for each debit card or Electronic Debit purchase shall be equal to the amount of charge available on the card (currently \$10.00) or the amount of Electronic Debit less the CP fixed cost (currently \$0.50 per \$10.00).
 - c. Inmate friends and family may input cash or money orders at the Money Intake window at County Jail #1 Lobby at 425 7th Street San Francisco, CA, or may mail money orders referencing the inmate's jail tracking number to credit the inmates account. Money credited to the inmates account may be used to purchase phone debit cards.

- 3) The pre-paid and/or debit application shall have the capability to terminate a debit card or Electronic Debit account and refund income to the inmate. Funds not returned for whatever reason shall be accounted for via the reporting process. A refund will only be made if requested by the facility or CP to ensure requests are legitimate. Inmate's requests for refunds will be denied.
- 4) Debit cards / Electronic Debit can be used by the inmates at any San Francisco Sheriff's Department facility.
- 5) Contractor shall supply the Sheriff's Department, as requested, with signage, brochures or flyers regarding the ITS and/or Contractor's debit card/Electronic debit programs at no cost.

The following section is hereby added to Appendix A:

EE. Personal Identification Number (PIN) Application: The Sheriff's Department has chosen to implement PINs for it's facilities, which shall work with the ITS as follows:

- 1) City shall not be responsible for paying any amounts associated with the required interface to implement PINs. In utilizing the interface option, the ITS shall be capable of receiving, accepting and applying the inmate PIN data from the Jail Management System (JMS) into the ITS. The inmates should not be made aware of processes involving creation of the PIN.
- 2) Contractor shall accept the Sheriff's Department direction regarding the method used to inform the inmates (existing and newly booked) of their PIN so that the inmates may place calls through the ITS.
- 3) The ITS shall have the capability to provide collect, debit and pre-paid station-to-station calling utilizing a PIN.
- 4) Once a PIN has been activated in the ITS, the inmate shall only be allowed to place calls from the designated facility or group of inmate telephones located at the facility.
- 5) The PINs shall be stored in a database that is accessible to designated users, depending upon the user's password level.
- 6) The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
- 7) The ITS shall be capable of documenting the date/time when an individual PIN entry is added or modified in the ITS and document the user making the change.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after June 1, 2013.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantee and City have executed this Amendment as of the date first referenced above.

CITY

GRANTEE

Recommended by:

GLOBAL TEL * LINK



Ross Mirkarimi
Sheriff
San Francisco Sheriff's Department

Mr. Jeffrey B. Haidinger
President and COO
12021 Sunset Hills Road, Suite #100
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City vendor number: #32285

Approved as to Form:

Dennis J. Herrera
City Attorney

By:



Jana Clark
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