



Board Agenda Item 20

DATE: January 26, 2021

TO: Board of Supervisors

SUBMITTED BY: Margaret Mims, Sheriff-Coroner-Public Administrator

SUBJECT: Retroactive Consent to Subcontractor and Assignment of Agreement and First Amendment for Telephone and Video Visitation Services to Inmates in the County Jail Facilities

RECOMMENDED ACTION(S):

1. **Approve and authorize the Chairman to execute a Consent to Subcontractor and Assignment of Agreement with Legacy Long Distance International Inc. (Legacy) and Global Tel*Link Corporation (GTL) relating to County Agreement No. 19-727-1 (the Agreement), for telephone and video visitation services to inmates in the County Jail facilities, including:**

(a) the County's consent for Legacy to subcontract with GTL with respect to the Agreement, and for Legacy to install twenty (20) additional in-pod kiosks and replace one (1) Intercept Body Scanner, and provide for its maintenance, all at no cost to County, and all of which is retroactive to September 3, 2020 and continuing until the completion of the Assignment described as follows, and

(b) the County's consent to Legacy's assignment of all of its rights to, and delegation of all of its obligations and duties under, the Agreement to GTL (collectively, the Assignment) effective upon the completion of the Assignment (which may be retroactive up to 30 days or prospective), based upon written notice provided by GTL to, and written acknowledgement thereof provided by, the Sheriff's Office; and

2. **Approve and authorize the Chairman to execute a First Amendment to Agreement No. 19-727-1 with GTL, as the County's new contractor, providing for GTL's completion of installing twenty (20) additional in-pod kiosks, and replacing one (1) Intercept Body Scanner, and providing for its annual maintenance, in the County Jail facilities, all at no cost to County, effective upon the completion of the Assignment described above.**

Your Board's approval of the recommended actions relate to the existing Agreement, which is a revenue agreement, for telephone and video visitation services to inmates in the County Jail facilities (the Agreement) as follows.

On September 3, 2020, GTL informed the County that Legacy intends to exit the market, and that GTL acquired the existing Agreement. But as of the date that this item was submitted to your Board, the acquisition has not yet been completed, and any such change in contractors requires your Board's prior consent. The recommended actions would allow Legacy to hire GTL as its subcontractor during the interim period, pending GTL's acquisition of the Agreement from Legacy, and approve that change in contractors. To give the County an incentive to approve that change in contractors, GTL has offered the additional

equipment and services, initially via Legacy, described below.

Under recommended action No. 1 (the recommended Consent and Assignment of Agreement), the County would consent to (a) Legacy hiring GTL as Legacy's subcontractor, retroactive effective September 3, 2020, until Legacy's Assignment of the Agreement to GTL is completed, and Legacy would install 20 additional in-pod kiosks and replace one Intercept Body Scanner, and provide for its maintenance, all at no cost to County; and (b) Legacy's Assignment of the Agreement to GTL, which may be retroactive up to 30 days or prospective, based upon written notice provided by GTL to, and written acknowledgement thereof provided by, the Sheriff's Office.

Under recommended action No. 2 (the recommended First Amendment to Agreement), once Legacy's Assignment of the Agreement to GTL is completed, then GTL, as the County's new contractor, would provide for the completion of installation of 20 additional in-pod kiosks and replacement and maintenance of one Intercept Body Scanner, all at no cost to County.

GTL offered the additional equipment and services, via Legacy, to the County in the recommended Consent and Assignment of Agreement and the recommended First Amendment, as an inducement for the County to consent to the recommended Consent and Assignment of Agreement. The recommended Consent and Assignment of Agreement provides that it is conditioned on GTL's and the County's execution of the recommended First Amendment to the Agreement. Except for the recommended First Amendment to the Agreement, all terms and conditions of the Agreement, as assigned to GTL, as the new contractor, remain unchanged. This item is countywide.

ALTERNATIVE ACTION(S):

There are no practical alternative actions under the present circumstances, as Legacy intends to exit the market, and it would be a substantial undertaking for the County to refuse to consent to the proposed Assignment and seek a new contractor in a short time frame.

RETROACTIVE AGREEMENT:

The proposed subcontracting portion of recommended action No. 1 is retroactive, and the Assignment portion of recommended action No. 1 might be retroactive up to 30 days due to Legacy's and GTL's transaction that needs to be completed between them before they can achieve their proposed Assignment of the Agreement.

GTL's offer of Legacy's installation of 20 additional in-pod kiosks, as well as the replacement of the Body Scanner, initially via Legacy, started as of the retroactive date of September 3, 2020, is prior to the effective date by which GTL would serve as the County's new contractor under the recommended First Amendment to Agreement.

The signed Consent and Assignment of Agreement was received from Legacy and GTL in PDF form on December 21, 2020. The signed First Amendment to Agreement was received from GTL in PDF form on that same date.

FISCAL IMPACT:

There is no additional Net County Cost associated with the recommended actions. According to State Law, Title 15 of the California Code, all revenue generated by inmate telephone services must be deposited in the Inmate Welfare Fund (IWF) for the benefits of the inmates. Under the existing Agreement, which is a revenue agreement, the commission to the IWF is 80% of all monthly gross revenues for telephone calls, voicemails and video visitations. Revenue received from the existing Agreement totals is \$2,006,428 for calendar year 2019.

DISCUSSION:

The Sheriff is required, under Title 15 of the California Code of Regulations, to develop and implement a plan that allows inmates reasonable access to public telephone service. This requirement goes beyond those telephone calls allowed at the time of booking and includes calls to persons outside the facility.

Since December 1, 2009, telephone service has been provided under the Agreement, which is a revenue agreement, with Legacy. The existing Agreement (County Agreement No. A-19-727) was entered on December 10, 2019 for up to five consecutive years, which includes a three-year base term (January 1, 2020 through December 31, 2022) and two optional one-year extensions. The County on behalf of the Sheriff's Office issued Request for Proposal (RFP) No. 19-080 on June 14, 2019 for Inmate Telephone and Video Visitation services to 802 vendors registered in Public Purchase with Legacy being awarded the Agreement.

As an added benefit, not specified in the RFP, Legacy has offered voicemail capabilities to the friends and family of the inmate population. Legacy provides and maintain the County with 25 video visitation devices placed in the facilities as determined by the County. These devices are able to display video visitation within the facility and able to display video visitation from remote locations. The hardware meets industry standards for correctional institutions.

In a letter dated September 3, 2020, GTL informed the County that Legacy intends to exit the market (originally that was expected to be on November 15, 2020), and that GTL entered into a transaction with Legacy's parent, JAIL Education Solutions, Inc. doing business as Edovo (Edovo), so that GTL will acquire the Agreement from Legacy. But as of the date that this item was submitted to your Board, the acquisition has not yet been completed. Legacy states in the recommended Consent and Assignment that it cannot reasonably establish the date by which that will actually occur, therefore, the "Assignment" portion of the recommended Consent and Assignment of Agreement depends on the completion of the Edovo-GTL transaction; the County is not a party to the Edovo-GTL transaction.

The existing Agreement provides that neither party shall assign, transfer, or subcontract the Agreement, or their rights or duties under the Agreement without the prior consent of the other party. In this case, due to unique circumstances, it appears that Legacy is, in fact, exiting the market, and that it would be in the County's best interest to allow for the Assignment and to authorize Legacy to hire GTL during that transition under the proposed terms of the recommended Consent and Assignment of Agreement. The recommended Consent and Assignment of Agreement provides that it is conditioned on GTL's and the County's execution of the recommended First Amendment to the Agreement.

Your Board's approval of recommended action No. 1 (the recommended Consent and Assignment of Agreement), would authorize the County's consent for:

(a) Legacy to subcontract with GTL with respect to the Agreement, and for Legacy to install twenty (20) additional in-pod kiosks and replace one (1) Intercept Body Scanner, and provide for its maintenance, all at no cost to County, and all of which is retroactive to September 3, 2020 and continuing until the completion of Legacy's Assignment of the Agreement described as follows; and

(b) the County's consent to Legacy's Assignment of the Agreement to GTL effective upon the completion of the Assignment (which may be retroactive up to 30 days or prospective), based upon written notice provided by GTL to, and written acknowledgement thereof provided by, the Sheriff's Office.

Such approvals by your Board will allow for the continued Local, IntraLata, InterLata, and Interstate telephone and video visitation services, victim notification services, and other relates services, as more fully stated in the Agreement to inmates incarcerated on County Jail Facilities.

Your Board's approval of recommended action No. 2 (the recommended First Amendment to the

Agreement), would authorize and require GTL, as the County's new contractor, to complete the installation of twenty (20) additional in-pod kiosks and replacement one (1) Intercept Body Scanner, and provide for its annual maintenance, in the County Jail facilities, all at no cost to County, effective upon the completion of the Assignment referenced above.

REFERENCE MATERIAL:

BAI #30, December 10, 2019

BAI #26, February 10, 2015

BAI #25, August 7, 2012

BAI #6, December 1, 2009

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Consent to Subcontractor and Assignment of Agreement

On file with Clerk - First Amendment to Agreement

CAO ANALYST:

Yussel Zalapa