

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Sheriff – Coroner		(2) MEETING DATE May 9, 2006		(3) CONTACT/PHONE Julie Delfino (805) 781-4558	
(4) SUBJECT Request to approve a contractual agreement with Global Tel*Link Corporation (GTL) for inmate telephone services at the San Luis Obispo County Jail and Juvenile Service Center.					
(5) SUMMARY OF REQUEST The Sheriff-Coroner is requesting approval of a three year contractual agreement with Global Tel*Link Corporation (GTL) for inmate telephone services. This contract will replace the existing contract with Pacific Bell Telephone Company. The previous contract with Pacific Bell, which generated a 48% commission which is deposited directly into Inmate Welfare Fund, this contract expired on February 13, 2006. The contract was temporally extended, until May 31, 2006, but at a reduced commission rate of 25%. Your approval of this contract will result in uninterrupted service to the Inmates, a new commission rate of 51% and a signing bonus of \$50,000. The monthly commission and signing bonus will be deposited directly into the Inmate Welfare Fund which is used to provide services and education to the Inmates.					
(6) RECOMMENDED ACTION It is recommended that your Board approve, and direct the Chairperson to sign, a contractual agreement with Global Tel*Link Corporation (GTL) for Inmate telephone services at the San Luis Obispo County Jail and Juvenile Service Center.					
(7) FUNDING SOURCE(S) N/A		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel has reviewed and approved the agreement. The County Administrative Office has reviewed and concurs with this recommendation.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input checked="" type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board <input checked="" type="checkbox"/> N/A
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) BUDGET ADJUSTMENT REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) N/A No purchasing activities			(21) W-9 <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A    Date 2/2001
(23) ADMINISTRATIVE OFFICE REVIEW <div style="text-align: right; font-family: cursive; font-size: 1.2em; margin-right: 100px;">V. J. Moran</div> <div style="text-align: right; font-size: 1.5em; font-weight: bold; margin-top: 20px;">6-22-06 5-9-06</div>					



**Patrick Hedges**

**Sheriff-Coroner**

P.O. Box 32

San Luis Obispo, CA 93406

**San Luis Obispo County Sheriff's Department**

Area Code:  
(805)

**TO: BOARD OF SUPERVISORS**

Administration  
781-4540

*PH by Steve Bolta*  
**FROM: PATRICK HEDGES, SHERIFF-CORONER**

Animal Services  
781-4400

**DATE: May 9, 2006**

Civil  
Enforcement  
781-5484

**SUBJECT:** Request to approve a contractual agreement with Global Tel\*Link Corporation (GTL) for inmate telephone services at the San Luis Obispo County Jail and Juvenile Service Center.

Crime  
Prevention  
781-4547

**RECOMMENDATION:**

Custody  
781-4600

It is recommended that your Board approve and direct the Chairperson to sign a contractual agreement with Global Tel\*Link Corporation (GTL) for inmate telephone services at the San Luis Obispo County Jail and Juvenile Services Center.

Detectives  
781-4500

**DISCUSSION:**

Patrol  
781-4550

In February of 2001, upon Board approval, the County of San Luis Obispo entered into a five (5) year agreement with Pacific Bell Telephone Co. (currently SBC) to provide inmate telephone services to inmates confined to the County Jail and Juvenile Services Center. On April 15, 2005, the SBC contract was amended to include prepaid phone cards available to inmates for purchase from the Jail Commissary. The SBC agreement was recently extended through May 31, 2006, to allow for the implementation of the new contract with GTL. This contract allows for at no cost to the County, the installation of all equipment necessary to provide a full service inmate calling system including a prepaid call option. The contract with GTL will take place and continue for three (3) years, commencing from the date of completion of installation of the new Equipment. Your Boards approval of this contract will result in uninterrupted service to the Inmates, a new commission rate of 51% and a signing bonus of \$50,000.

Coast Station  
528-6083

Dispatch  
781-4550

North Station  
237-3000

South Station  
473-7100

Watch  
Commander  
781-4553

Permits  
781-4575

Property  
781-4533

Records  
781-4140

Warrants  
781-4588

In accordance State Corrections Standards Authority Title 15, article 1067, the County Jail is required to provide reasonable access to telephones beyond those telephone calls which are required by Section 851.5 of the Penal code. Penal Code Section 851.5 states that detention facilities are required to provide free telephone calls within the local area or at his or her own expense if outside the local area to his or her attorney, bail bondsman, relative or for the purpose of arranging for care of a minor children. All revenue generated from this contract will be deposited directly into the Inmate Welfare Fund to allow for the continuation of the many services that are offered to the inmates.

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**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved the agreement as to form and legal effect. The County Administrative Office has reviewed and concurs with this recommendation.

**FINANCIAL CONSIDERATIONS:**

The previous contract with Pacific Bell, which generated a 48% commission, expired on February 13, 2006. This contract was temporally extended, until May 31, 2006, but at a reduced commission rate of 25%. Upon the receipt of four proposals a contract comparison was completed and GTL was found to offer the lowest surcharge rates to inmates on local and local long distance calls, a commission rate of 51%, and a \$50,000. signing bonus. All revenue generated through inmate telephone usage will be deposited in the Inmate Welfare Fund and used for services provided to the inmates. This contract allows the installation and all necessary equipment to provide a full service inmate calling system for the San Luis Obispo County Jail and Juvenile Services Center. The total amount of revenue generated from the inmate telephone commission for fiscal year 04/05 was \$218,160; the estimated amount for fiscal year 06/07 is \$224,705 plus the signing bonus of \$50,000.

**INTENDED RESULTS:**

Approval of this contract with GTL will result in a commission rate of 51% and a signing bonus of \$50,000. The revenue generated will directly benefit the inmates by providing funds to support various inmate programs such as General Adult Education (GED), taxi voucher service, and law library services, etc.

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D-3

# GLOBAL TEL\*LINK CORPORATION

2609 Cameron Street  
Mobile, Alabama 36607  
Tel. 251 479 4500  
Tel. 800 489 4500  
Fax 251 375 2049  
Web <http://www.globaltellink.com>

## INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and San Luis Obispo County Sheriff's Department, having its principal place of business at 1585 Kansas Street, San Luis Obispo, California 93401 ("Premise Provider").

**1. Term.** This Agreement shall be in effect for three (3) years, commencing from the date of completion of installation of the new Equipment. This Agreement may be renewed for two additional one (1) year periods by mutual agreement between the parties.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: San Luis Obispo County Jail and the Probation Juvenile Services Center (Facilities) and any other correctional facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation, as well as the equipment referenced in Exhibit A of this Agreement. Equipment provided by the Company will meet all specifications and perform all functions as set forth in "Global Tel Link's Response to County of San Luis Obispo Request for Proposal Inmate Telephone Service" dated January 31, 2006. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

**3. Services.** At no cost to the Premise Provider, the Company shall provide all services as set forth in "Global Tel Link's Response to County of San Luis Obispo Request for Proposal for Inmate Telephone Service" dated January 31, 2006. Company shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; the

processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

**4. Compensation.** Remuneration shall be fifty-one percent (51.0%) of the gross revenue generated by inmate calls from all phones covered by the Agreement and will meet all terms and specifications set forth in "Global Tel Link's Response to County of San Luis Obispo Request for Proposal Inmate Telephone Service" dated January 31, 2006. Payments shall be paid monthly and mailed directly to the Premise Provider. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Upon completion of installation of the equipment, Company shall pay Premise Provider a \$50,000 signing bonus. If Premise Provider cancels this Agreement for cause after the Company has had an opportunity to cure a default as provided in Paragraph 14, no refund of the signing bonus is required. If Premise Provider cancels this Agreement for any other reason than the foregoing during the initial term, Premise Provider shall reimburse Company a pro rata share of the signing bonus per the following schedule:

Cancellation Year 1:	\$50,000 reimbursement to Company
Cancellation Year 2:	\$33,333 reimbursement to Company
Cancellation Year 3:	\$16,666 reimbursement to Company

**5. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

**6. Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use
- Type of call
- Total usage of revenue

**7. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

(a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.

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- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that he/she has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.

**8. Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

**9. Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

**10. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**

**Global Tel\*Link, Corp.**

2609 Cameron Street

Mobile, AL 36607

Phone: (251) 479-4500

Fax: (251) 375-2049

**ATTN: Teresa Ridgeway**

**To Premise Provider:**

**San Luis Obispo County Sheriff's Dept.**

1585 Kansas Avenue

San Luis Obispo, CA 93406

Phone: (805) 781-4540

Fax: (805) \_\_\_\_\_

**ATTN: Sheriff Patrick Hedges**

**11. Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of California.

**12. Indemnification.** Company shall defend, indemnify and hold harmless Premise Provider, its officers and employees from all claims, demands, damages, costs, expenses, judgment, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions related to the "performance of any duty, obligation, or work hereunder. To the extent that any such claims or losses arise from the comparative negligence of the Premise Provider, its officers or employees, Company will assume responsibility for the defense of any of these actions but will not assume liability for the claims, demands, costs, expenses, judgments or other losses which are the result of the negligence of the Premise Provider, its officers or employees.

02/27/00

**13. Insurance.** Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable). Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause;
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement;
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence";
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance;
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below;

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f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement; and

g. Deductibles and self-insured retentions must be declared.

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County Sheriff's Department  
PO Box 32  
San Luis Obispo, CA 93406

**14. Warranty.** Company warrants that the system and services furnished to Premise Provider under this Agreement will be functional for the duration of this Agreement term. Furthermore, Company shall assume all responsibility for any equipment or software defects or failures for the term of this Agreement and shall not impose any costs upon the County for correction of any defective equipment or services.

Company shall respond and repairs service requests from Premise Provider as follows:

**Priority 1** – 50% or more of the service at a single site or housing unit is out of service.

Response time is less than 1 hour  
Resolution time is less than 3 hours without a site visit  
Resolution time is less than 6 hours with a site visit  
Resolution is returning site to 90% capacity

**Priority 2** – 25-50% of the service at a single site or housing unit is out of service.

Response time is less than 2 hours  
Resolution time is less than 6 hours without a site visit  
Resolution time is less than 10 hours with a site visit  
Resolution is resolving outage

**Priority 3** – 5-15% of the service at a single site or housing unit is out of service.

Response time is less than 2 hours  
Resolution time is less than 6 hours without a site visit  
Resolution time is less than 14 hours with a site visit  
Resolution is resolving outage

**Priority 4**– Items that are on a software fix list or related to administrative issues that are informational or non-service impacting.



Response time is less than 4 business hours  
Resolution time is less than 24 business hours without a site visit  
Resolution time is less than 24 business hours with a site visit  
Resolution is resolving issue

**15. Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

**16. Default.** In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

**17. Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

**18. Independent Contractor.** The Premise Provider acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Premise Provider shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Premise Provider's employees including contribution from such persons, when required by law.

**19. Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

**20. Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

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**21. Dispute Resolution.** Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a) Initially, the parties shall engage in non-binding mediation. Mediation shall be held in San Luis Obispo, CA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b) In the event the dispute or claim is not satisfactorily resolved through mediation within 90 (ninety) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in San Luis Obispo, CA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under this agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.
- (c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.

**22. Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

**23. Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

**24. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

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San Luis Obispo County  
Board of Supervisors  
By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

San Luis Obispo County  
County Clerk

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

San Luis Obispo County Counsel  
Legal Counsel  
Approved as to form and effect:

*Sp Millich*  
\_\_\_\_\_

Signature

Stacy Millich  
\_\_\_\_\_

Printed Name

Deputy County Counsel  
\_\_\_\_\_

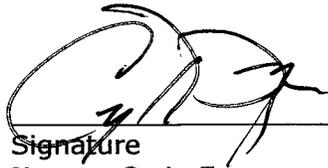
Title

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IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto, this \_\_\_\_\_ day of April, 2006.

**Company**

**Global Tel\*Link Corporation**

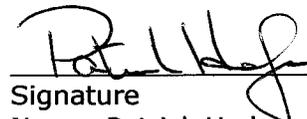


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Signature  
Name: Craig Ferguson  
President of the Corporation

**Premise Provider**

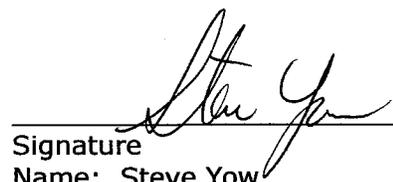
**San Luis Obispo County Sheriff's Department**



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Signature  
Name: Patrick Hedges  
Sheriff

**Global Tel\*Link Corporation**



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Signature  
Name: Steve Yow  
Chief Financial Officer of the Corporation

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## Exhibit A

San Luis Obispo County Jail & Probation Juvenile Services Center

**Facility Name**

1585 Kansas Avenue

**Facility Address**

San Luis Obispo, CA 93406

**City, State, Zip Code**

**Actual on-site equipment:**

The installation of software and/or hardware for Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

**List of On Site Equipment**

60 Channel Centralized and networked LazerPhone System with 365 days on line call recording storage for County Jail

6 Channel Centralized and networked LazerPhone System with 365 days on line call recording storage for Probation Juvenile Services Center

4 LazerPhone Workstations

2 Bubble Jet LazerPhone Printers

66 Inmate Telephones

2 Cart Phones and 1 Specialized Cart Phone for use by inmates through cell food opening

2 TDD Phones

2 Public Payphones

24 visitation phones with 365 days recording storage

LazerPhone interface with the Abbey Jail Management System

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2609 Cameron Street  
Mobile, Alabama 36607  
Tel. 251 479 4500  
Tel. 800 489 4500  
Fax 251 375 2049  
Web <http://www.globaltellink.com>

### RECORDING DISCLAIMER

Company and Premise Provider agree and stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.

Premise Provider and Company also agree and acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

**ATTEST:**

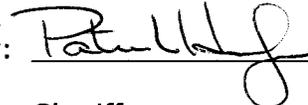
**Global Tel\*Link Corporation**

By: 

Its: President

**ATTEST:**

**San Luis Obispo County Sheriff's Dept.**

By: 

Its: Sheriff

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**LETTER OF AGENCY**

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK CORPORATION** PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

**San Luis Obispo County Jail**

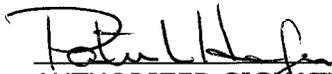
**San Luis Obispo Probation Juvenile Services Center**

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK, CORP.** TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN TELEPHONES

(X ) INSTALL PAY PHONES ON THEIR OWN BEHALF

THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

  
AUTHORIZED SIGNATURE

Sheriff PATRICK HEDGES  
PRINTED NAME

San Luis Obispo County Sheriff's Dept.  
TITLE OF COMPANY REPRESENTING

805-781-4540  
BUSINESS TELEPHONE

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**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS  
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Public Works		(2) MEETING DATE May 9, 2006		(3) CONTACT/PHONE Richard Marshall Development Services Engineer (805) 781-5280	
(4) SUBJECT Hearing to Consider an Appeal of the South County Road Improvement Fee by J. Papich					
(5) SUMMARY OF REQUEST Jason Papich has applied for a building permit (PMT 2005-02310) to construct a 6,000 square foot commercial storage/shop building on Sheridan Road in the South County Road Fee area. The fee associated with this permit application is \$35,615. Mr. Papich has filed an appeal of the fee.					
(6) RECOMMENDED ACTION It is our recommendation that your Honorable Board deny the appeal.					
(7) FUNDING SOURCE(S) N/A		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): Planning & Building, County Counsel					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input type="checkbox"/> 3rd, <input checked="" type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board N/A
(16) AGENDA PLACEMENT <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Hearing (Time Est. 5 Min.) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input checked="" type="checkbox"/> N/A		
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) N/A			(21) W-9 <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		(22) Agenda Item History <input checked="" type="checkbox"/> N/A
(23) ADMINISTRATIVE OFFICE REVIEW  <p align="center"><i>OK Leslie Brown</i></p>					

REFERENCE: 06MAY9-H-1

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*C-1  
5-9-06*



# SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

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County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

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Fax (805) 781-1229

email address: [pwd@co.slo.ca.us](mailto:pwd@co.slo.ca.us)

**TO:** Board of Supervisors

**FROM:** Richard Marshall, Development Services Engineer *REM*

**VIA:** Glen L. Priddy, Deputy Director of Public Works - Engineering Services *GP*

**DATE:** May 9, 2006

**SUBJECT:** Hearing to Consider an Appeal of the South County Road Improvement Fee by J. Papich

## Recommendation

It is our recommendation that your Honorable Board deny the appeal.

## Discussion

Jason Papich has applied for a building permit (PMT 2005-02310) to construct a 6,000 square foot commercial storage/shop building on Sheridan Road in the South County Road Fee area. The fee associated with this permit application is \$35,615. Mr. Papich has filed an appeal of the fee. The appeal letter is attached as Exhibit A.

**Basis for adjustment or waiver of the fee.** Section 13.01.050 of the San Luis Obispo County Code states that an adjustment or waiver of the fee may be granted, "based on the absence of any reasonable relationship or nexus between the traffic-generating impacts of that new development, and either the amount of the fee imposed or the type of road facilities or improvements to be financed by the fee."

The South County Study establishes the reasonable relationship, or nexus, required for the imposition of fees within its study area. At the time this application was processed, the most recent update of the Study was adopted by the Board of Supervisors on December 13, 2005. The fees recommended in that update became effective February 14, 2006. Mr. Papich filed the permit application on February 2, 2006 and the Public Works Department sent a notice of the Road Improvement Fee by mail on February 14.

All new developments in the area will contribute to the need for road and other transportation improvements the study recommends. The improvement package is designed to provide the necessary capacity in the network of arterial and collector streets to meet the County's established level of service criteria, as traffic volumes increase with additional development. The

*GP*

road improvement fee was designed to apportion the cost of the needed improvements to all new development, based on the amount of traffic generated.

**Evaluation of appeal issues.** In the letter attached as Exhibit A, Mr. Papich raises several issues, which are paraphrased below, along with staff response:

*Appeal point: Future traffic associated with the proposed building will be minimal.*

Response: All new developments that contribute to the need for road and transportation improvements are subject to the Road Improvement Fees. The Road Improvement Fee is based upon the traffic-generating characteristics of the type of development proposed. The South County Circulation Study provides the relationship between the construction of industrial buildings in the study area, and the need for road and intersection improvements to serve the traffic that will be generated. The Circulation Study is based on studies that have been conducted locally and nation-wide, which have determined that the traffic generated by industrial buildings is fairly uniform.

*Appeal point: The road improvement fee for my development down the street was \$7000 so I am surprised at this current fee.*

Response: The amount of the fee is based on the Capital Improvements Program from the most recently-adopted South County Circulation Study. It is based on the cost of the road and intersection improvements that will be needed as the community continues to grow, spread over all new development that contributes to the need for these improvements. The previous development mentioned by Mr. Papich was calculated using the Circulation Study and Fees most recently adopted at the time that permit was processed, and in the same manner as the current application.

*Appeal point: The total construction cost is only \$100,000.*

Response: Fees for industrial buildings are based on square footage of the structure, not construction valuation.

**Prior Board History of Fee Appeals.** Over the 16+ years of the Road Improvement Fee for South County, over \$15.2 million has been collected through payment of this fee with new development. During that time in the South County area, twenty-two appeals have been considered by your Board. Seventeen of these were for single-family residences; fifteen were denied, one was waived, and an adjustment was granted to the other due to concerns about timely notification to the applicant about a fee increase. Four commercial projects and one church facility received fee adjustments in various amounts.

Countywide, appeals of the fee for non-residential construction have been heard by your Board seventeen times. Two were denied and ten fee adjustments and five waivers were granted.

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### **Other Agency Involvement/Impact**

The building permit was processed by the Department of Planning and Building. We have reviewed this item with the office of County Counsel, who concurs with our recommendation.

### **Financial Considerations**

The South County Circulation Study apportions over \$65 million to the payment of road improvement fees by new development. It also allocates approximately \$58 million to other sources, for some of which the County will be responsible to seek other sources of funding. Granting this appeal and adjusting the road improvement fee will result in a small increase in the County's share. Granting this appeal may also have the effect of encouraging other people to seek this same adjustment. This could result in substantial loss of road improvement fee revenue in the future.

### **Results**

The result of the recommended action before your Board today will be a determination that the amount charged to the appellant was appropriate, and consistent with applicable legal requirements and Board Policy, and then no refund would be made.

Attachments: Exhibit A. Appeal letter from Jason Papich

Reference: 06MAY9-H-1

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CJ

EXHIBIT A

**PAPICH CONSTRUCTION**  
GENERAL ENGINEERING CONTRACTOR

Cal. Lic. #767055

**P.O. Box 2210 • Pismo Beach, CA 93448**

(805) 473-3016 Office (805) 481-5966 Fax

**FILED**

**MAR 28 2006**

JULIE L. RODEWALD COUNTY CLERK  
*Christensen*  
DEPUTY CLERK

March 24, 2006

Clerk of the Board of Supervisors  
County of San Luis Obispo Board of Supervisors  
Room 370  
County Government Center  
San Luis Obispo, CA 93408

Re: Road Improvement Fee Appeal

To Whom It May Concern:

I am writing to appeal the amount of the County's Road Improvement Fee for my permit application (PMT2005-02310). I feel the current fee amount is excessive given the future traffic associated with the proposed building will be minimal. The Road Improvement Fee for another of my developments down the street was \$7,000.00 so I am surprised at the \$35,615.00 fee for our current application, especially since the total cost of construction is \$100,000.00. I request a review of the Road Improvement Fee associated with my building permit and seek to have it waived or modified.

Sincerely,



Jason Papich

CS

