County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

A Tradition of Service

January 21, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INCORPORATED FOR INMATE TELEPHONE SYSTEM AND SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and The Los Angeles County Probation Department (Probation) are seeking the Board's approval of Amendment Number Two (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Incorporated (PCS) for Inmate Telephone System (ITS) and Services for inmates being held in both the Department's and Probation's facilities.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chairman of the Board to sign the attached Amendment to the Agreement with PCS for ITS and Services, which (1) reduces the collect call maximum dollar amount to any single destination phone number from $125 to $60 in any continuous 30-day period; and (2) directs PCS' automated operator for ITS to record all telephone calls made from any and all phones within the Department jails, which are not made to an attorney or public defender telephone number, including calls initiated by pro-per inmates.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will (1) reduce the collect call maximum dollar amount to any single destination phone number from $125 to $60 in any continuous 30-day period; and (2) direct PCS' automated operator for ITS, not later than 30 calendar days from the effective date of this

Amendment, to record all telephone calls made from any and all phones within the Department jails, which are not made to an attorney or public defender telephone number, including calls initiated by pro-per inmates.

The reduction of the collect call maximum was initiated at the request of PCS and follows an industry trend to reduce such collect call maximums in various jurisdictions and counties nationwide.

It is within the Sheriff's authority to record pro-per telephone calls not protected under a legal privilege. However, PCS has required the inclusion of certain language disclaiming liability arising out of inmate telephone call recordation and monitoring. PCS shall have no responsibility to advise the County with respect to any law, regulation, or guideline that may govern or control inmate telephone call recordation or monitoring by the County or compliance therewith. The County has its own legal counsel to advise it concerning any and all such laws, regulations, or guidelines, and compliance therewith, and makes its own determination on when and how to use the inmate telephone call monitoring and recording capabilities that PCS supplies under the Agreement. PCS disclaims any responsibility to provide, and in fact has not provided, the County with any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County shall be solely responsible for any liability, claims, suits, proceedings, damages, costs, and expenses relating to any claims arising out of the failure of the County to comply with such applicable law, regulation, or guideline that may govern or control inmate telephone call recordation or monitoring by the County.

Implementation of Strategic Plan Goals

The services provided under this Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 5, Public Safety. Specifically, the Amendment will allow the Department and Probation to continue providing telephone services to inmates and juveniles being held throughout the Department's and Probation's facilities.

FISCAL IMPACT/FINANCING

This is a revenue-generating Agreement. The Department continues to receive a Minimum Annual Guarantee in the amount of $15 million, and Probation continues to receive $59,000 for each year of the Agreement. Revenue generated from the ITS is deposited into the Inmate Welfare Fund (IWF) and used for various educational and recreational programs, and projects that benefit the inmates. Revenue generated by Probation will be deposited into their Detentions' Budget (DB) account to benefit juveniles housed at their facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

PCS' automated operator for ITS shall record all telephone calls made from any and all telephones within the Department jails, which are not made to an attorney or public defender, including telephone calls initiated by pro-per inmates, and shall utilize the current pre-recorded call branding announcement, i.e., that the telephone calls will be recorded and monitored.

Approval of this Amendment with PCS will provide for the recording of all telephone calls made by pro-per inmates, which are not made to an attorney or public defender telephone number. Additionally, this Amendment will reduce the collect call maximum dollar amount to any single destination phone number from $125 to $60 in any continuous 30-day period.

County Counsel has reviewed and approved the Amendment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no negative impact to current services.

CONCLUSION

Upon approval by the Board, please return two adopted copies of the Board letter and two original executed copies of the Amendment to the Department's Contracts Unit. Should additional information be required, your staff may contact Contracts Manager, Angelo Faiella, at (323) 526-5183.

Sincerely,

LEROY D. BACA
Sheriff

JERRY E. POWERS
Chief Probation Officer

LDB:ARV:arv

Enclosures

AMENDMENT NUMBER TWO TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.,
FOR INMATE TELEPHONE SYSTEM AND SERVICES

This Amendment Number Two ("Amendment") to Agreement Number 77655 ("Agreement") is entered into by and between County of Los Angeles ("County") and Public Communications Services, Inc. ("Contractor"), effective upon execution by both parties.

A. WHEREAS, on September 20, 2011, the County Board of Supervisors approved the Agreement, with an Initial Term from November 1, 2011 through October 31, 2016, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department ("Sheriff's Department") and the Los Angeles County Probation Department ("Probation Department"); and

B. WHEREAS, on December 2, 2013, County and Contractor entered into Amendment Number One to the Agreement which, among other things, deleted and replaced Exhibit B, Statement of Work, of the Agreement to change the delivery method on Pre-Paid Call services from a tangible Pre-Paid Phone Card to a Debit Phone Account (Cardless) administered by Contractor; and

C. WHEREAS, pursuant to Subparagraph 6.2.3, for any changes that materially affect the scope of Work, period of performance, amount of payments, or any other term or condition of this Agreement, then an Amendment to the Agreement shall be mutually agreed upon and executed by the Board and Contractor; and

D. WHEREAS, County and Contractor agree to amend the Agreement to (1) reduce the collect call maximum dollar amount from $125 to $60 to any single destination phone number in any continuous 30-day period; and (2) direct Contractor's automated operator ITS to implement, not later than thirty (30) calendar days from the effective date of this Amendment, the recording of all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement as follows:

1. Subparagraph 2.3.2.4, Collect Call Set-Up, of Exhibit B, Statement of Work, of the Agreement is deleted in its entirety and replaced as follows to reduce the collect call maximum dollar amount from $125 to $60 to any single destination phone number in any continuous 30-day period:

2.3.2.4 Collect Call Set-Up

The Contractor's automated operator ITS shall verify that a destination number called is an authorized number (not blocked or restricted), prior to placing a Collect Call to the destination telephone number.

If the Collect Call is an authorized number, then call set-up shall continue and placement of the Inmate's call to the destination number is accomplished.

If the Collect Call is to an unauthorized number (Unauthorized Call) or blocked number (Blocked Call), then the Collect Call shall be blocked and the Inmate notified that the call to an unauthorized or blocked telephone number will not be completed.

If the Collect Call is to an unbillable number, then the call recipient and Inmate shall both be advised and afforded the opportunity to complete the call utilizing Pre-Paid Call services. Some Collect Calls may be restricted due to imposed charge limits, or past due account status of the number called. However, if the call recipient and Inmate both decline to utilize Pre-Paid Call services, then future calls to its number shall be blocked, pending implementation of Pre-Paid Call services.

During the call set-up, the Inmate's telephone handset shall be muted, and the telephone keypad disabled, except when responding to prompts initiated by the automated operator.

The Collect Call maximum dollar amount to any single destination phone number will be $60 in any continuous 30-day period. Any variation to this set amount would be at the mutual agreement of the County and the Contractor.

2. Subparagraph 2.13, Call Archiving and Retrieval, of Exhibit B, Statement of Work, of the Agreement is deleted in its entirety and replaced as follows to direct Contractor's automated operator ITS to implement, not later than thirty (30) calendar days from the effective date of this Amendment, the recording of all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates:

2.13 Call Archiving and Retrieval

The Contractor's automated operator ITS shall provide capability to archive and immediately retrieve all recorded Inmate telephone calls via any System Administrative Console and any Sheriff's Data Network computer with internet capability. Once recorded, the content of the call shall be stored by the Contractor and be available for immediate retrieval via a method determined by the Sheriff Project Manager for a period of up to three (3) years. A record of all call attempts shall be stored by the Contractor and be available for immediate retrieval via a method determined by the Sheriff Project Manager for up to one (1) year; and the ITS must have the capability to transfer the recorded calls to an off-line media for archiving or review. The Contractor's automated operator ITS shall record all telephone calls made from any and all phones within the Sheriff's Department Custody and Detention Facilities which are not made to an attorney or public defender telephone number (these numbers are supplied to Contractor by the County), including calls initiated by Pro-Per Inmate booking numbers and PINs, and shall utilize the current pre-recorded call branding announcement as required by Subparagraph 2.3.2.7 (Pre-Recorded Call Branding Announcement) of this Exhibit B (Statement of Work).

All recorded telephone calls (files) shall be accompanied by the following data:

a. Salutatory call branding information.
b. Date and time the telephone call was placed.
c. Location from which the telephone call was placed.
d. Telephone number that was dialed.
e. Duration of the telephone call.
f. Time that the telephone call was terminated.
g. Inmate's Booking number

The Contractor shall copy, save, and store off-line data for archived Inmate calls in the Contractor's proprietary .wav format.

The ITS must continue to record calls, without interruption, while copying and saving previously recorded calls. The recorded call file format shall be compatible with Microsoft Windows 2000, XP, Vista, and Windows 7 based personal computers, or other format to be determined by the County.

The ITS shall provide the capability of naming each file, or automatically generating a file name. Each recorded telephone call or any copies shall be security encoded, in order to detect any attempted alterations to the recorded telephone call.

Contractor has no responsibility to advise the County with respect to any law, regulation, or guideline that may govern or control Inmate telephone call recordation or monitoring by the County or compliance therewith. The County has its own legal counsel to advise it concerning any and all such laws, regulations, or guidelines, and compliance therewith, and makes its own determination on when and how to use the Inmate call monitoring and recording capabilities that Contractor supplies under the Agreement. Contractor disclaims any responsibility to provide, and in fact has not provided, the County with any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. The County shall be solely responsible for any liability, claims, suits, proceedings, damages, costs, and expenses relating to any claims arising out of the failure of the County to comply with such applicable law, regulation, or guideline that may govern or control Inmate telephone call recordation or monitoring by the County.

3. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

4. Contractor represents and warrants that the person executing Amendment for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER TWO TO AGREEMENT NO. 77655
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.,
FOR INMATE TELEPHONE SYSTEM AND SERVICES

WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has this Amendment Number Two to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has executed this Amendment Number Two, or caused it to be duly executed by its duly authorized officer.

COUNTY OF LOS ANGELES

By:_____
Chairman, Board of Supervisors

ATTEST:
SACHI A, HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: _____

PUBLIC COMMUNICATIONS SERVICES INC.

Signed: _____ 11-22-13

Printed: Jeffrey B. Haidinger

Title: President and COO

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: _____
Michele Jackson
Senior Deputy County Counsel