



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ALEX VILLANUEVA, SHERIFF



October 1, 2019

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

52 October 1, 2019

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

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

## SUBJECT

This is a joint recommendation by the Sheriff and the Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) are seeking the Board's approval of Amendment Number Nine (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Incorporated (PCS) to extend the Agreement through October 31, 2021, for a period of two years, including a final six-month option period of the current Agreement. The Amendment will ensure uninterrupted telephone services for inmates and juveniles held in the Department's and Probation's facilities. The current option period will expire on October 31, 2019. The Amendment allows the Department to complete its solicitation for a new contract for an inmate communications system and services.

## IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, to execute an Amendment, substantially similar to the attached Amendment with PCS to extend the Agreement through October 31, 2021, a total period of two years, which includes the final six-month option period of the current Agreement.

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2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with 30 calendar days advance written notice, once the Department has completed the solicitation process for a new inmate communications system and services contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will ensure uninterrupted telephone service for inmates and juveniles who are being held in the Department's and Probation's facilities. This Amendment will also allow the Department and Probation to complete its solicitation process for a new contract for an inmate communications system and services.

#### **Background**

On September 20, 2011, the Board approved the Agreement for the provision of an Inmate Telephone System (ITS) and services to the Department and Probation, with an initial term from November 1, 2011, through October 31, 2016. Under the Agreement, the County has the option to extend the term of the Agreement for up to three one-year periods, plus one six-month period, through April 30, 2020, if all options are exercised.

On September 26, 2013, the Federal Communications Commission (FCC) released a "Report and Order and Further Notice of Proposed Rulemaking" (FCC 13-113), which among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers.

On December 2, 2013, the County and the 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 for Pre-Paid Call Services from a tangible Pre-Paid Phone Card to a Cardless Debit Phone Account administered by the contractor.

On February 4, 2014, the County and the contractor entered into Amendment Number Two to the Agreement which: (1) reduced the collect call maximum dollar amount from \$125 to \$60 for calls placed to any single destination phone number during any continuous 30-day period; and (2) directed the contractor to implement, not later than 30 calendar days from the effective date of the Amendment, the recording of all telephone calls made from any and all phones within the Department's Detention Facilities that are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates.

On February 10, 2014, the County and the contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls and Interstate Calls (Debit Phone [Cardless] and Pre-Paid Account), effective February 11, 2014.

On November 5, 2015, the FCC released a "Second Report and Order and Third Further Notice of Proposed Rulemaking" (FCC 15-136), which among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate telephone providers.

On March 7, 2016, the United States Court of Appeals, District of Columbia Circuit (DC Court) issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR Section 64.6010 and caps on fees for single-call services set forth in 47 CFR Section 64.6020(b) (2), pending judicial review of the legality of those caps established pursuant to FCC 15-136.

On March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR Section 64.6030 only as they apply to the provision of intrastate calling services; whereas, all other provisions, rules, and regulations set forth in FCC 15-136 remained effective and were to be implemented by jail facilities by June 20, 2016.

On June 14, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to the Agreement that: (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Services Charges consistent with FCC 15-136; (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement; (3) added the Advance Pay One Call (APOC) services; and (4) formally memorialized the addition of customer kiosks at the Department's Custody and Detention Facilities. The Board did not delegate authority to the Sheriff to exercise the first one-year option term. The Board also requested that the Sheriff, in consultation with the Chief Executive Officer, Interim Chief Probation Officer, and the Office of Diversion and Reentry, report back to the Board in writing by September 30, 2016, with a written detailed analysis of the impact of the contract amendments on the cost and use of inmate phones, as well as recommendations regarding terms that should be included in a Request for Proposal (RFP) that would increase contact between inmates and their families, minimize recidivism and which will have an impact on distressed communities.

On October 4, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Five to the Agreement that allowed the Department to exercise the first

one year Option Term and extend the term of the Agreement from November 1, 2016, through October 31, 2017. The Board letter provided the Department's analysis and findings and proposed recommendations in response to the Board's June 14, 2016, action.

On November 23, 2016, the County and the contractor entered into Amendment Number Six to the Agreement that amended Exhibit N (Kiosk Locations) to relocate kiosk machines from the Department's Pitchess Detention Center and Lancaster Sheriff's Station to Walnut Sheriff's Station and Norwalk Sheriff's Station.

On December 19, 2016, the Department released a Request for Information (RFI) to seek information from vendors who could provide an ITS. The RFI requested vendors to include any new technology features that allowed the use of emerging electronic technologies including but not limited to: electronic tablets, increased video visitation, video grams, inmate voicemail, and e-mail. The Department received six responses by the January 20, 2017, deadline. All six vendors were invited to participate in a non-competitive presentation of their products related directly to the subject intent of the RFI. Five vendors participated in the vendor presentations.

After reviewing the RFI responses and observing the vendor product presentations, the Department determined that inmate communication technologies such as electronic tablets needed further research, a potential pilot program, and technical consulting before introducing these devices to the County's entire inmate population. It was also determined that inmate tablet devices were still considered an emerging technology and in some cases, still in the prototype (pilot) phase.

On June 13, 2017, the DC Court ruled on the legality of FCC 15-136. The order was upheld and vacated in part, and certain issues were remanded to the FCC for further proceeding. The ruling had no immediate impact on the Agreement there were no permanent calling rate caps or ancillary fee caps in effect that would have required modifications to the Agreement at that time. The FCC has failed to take any further action to set permanent calling rate caps and ancillary fee caps on interstate calls.

On October 10, 2017, the Board delegated authority to the Sheriff to execute Amendment Number Seven to the Agreement to (1) exercise the second one-year option term from November 1, 2017, through October 31, 2018, (2) update the County-mandated provisions regarding consideration of GAIN/GROW Program Participants, County's Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the new County-mandated provisions regarding Time Off for Voting and Compliance with the County's Zero Tolerance Policy on Human Trafficking. The parties entered into Amendment Number Seven on October 27, 2017.

In 2018, Department representatives toured jails in various states and counties to observe the use of electronic tablets issued to inmates and interviewed the jail administrators about the advantages and any problems experienced from issuing the tablets. Based upon the balance of positive reviews, the Department decided to combine inmate telephone and electronic tablet services into one solicitation, and engaged in gathering information to pursue this process. Tablet technology is relatively new and evolving. The Department was exploring the services of a consulting firm to analyze its impact on infrastructure and operations, and advise how to go forward with implementing this program.

On October 2, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Eight to the Agreement to: (1) exercise the third one-year option term from November 1, 2018, through October 31, 2019; (2) update the County-mandated provision regarding Assignment by Contractor; and (3) add the County-mandated provision regarding Compliance with Fair Chance Employment Practices and compliance with the County Policy of Equity. The parties entered into Amendment Number Eight on October 22, 2018.

On January 24, 2019, the Department decided to remove the electronic tablets from the inmate phone services solicitation and to forego consulting services due to the uncertainty about future plans for the jail infrastructure. On August 13, 2019, the contract for the Department's Men's Central Jail replacement project was canceled. After further consideration of this news, the Department concluded it should resume exploring enhanced inmate communication platforms including electronic tablets within the ITS; this is expected to assist with complying with the Department of Justice's mandate to provide an additional platform for inmates to submit service requests and grievances, and the Department to track and account for such submissions. Tablet technology is being used at an increasing rate throughout correctional facilities in the United States, and has shown the potential to improve how educational services are delivered to inmates, including access to an electronic library, instructional videos, and distance learning opportunities with college partners. Tablet technology also shows the potential to improve accessibility for inmates to complete court mandated training and improving the likelihood of successful community reentry.

#### **Implementation of Strategic Plan Goals**

The ITS and services provided under the proposed Amendment support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. 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 County's commission will continue unchanged at 67.5 percent of the Total Billable Amount, or a Minimum Annual Guarantee of \$15 million for the Department and \$59,000 for Probation, whichever is greater, for each year of the Agreement. The County does not collect a commission on any Ancillary Service Charges collected by the contractor. Revenue generated from the Agreement is deposited by the Department into the Inmate Welfare Fund (IWF) and used for various educational, rehabilitative, recreational programs, and projects that benefit the inmates. Revenue generated from the Agreement for Probation will be deposited into Probation's Detentions Budget (DB) account to benefit juveniles housed at their facilities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to California Penal Code Section 4025(d), any commission received from the inmate telephone provider shall be deposited into the IWF.

This extension period allows the Department to complete its solicitation for a new contract for inmate communications system and services.

PCS is in compliance with all Board and Chief Executive Office requirements, including Jury Service Program Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The Amendment will be approved as to form by County Counsel prior to execution by the Sheriff.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will ensure uninterrupted telephone services for inmates and juveniles who are being held in the Department's and Probation's facilities. The Department will continue to work on finalizing requirements for a RFP solicitation for inmate communications system and services.

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October 1, 2019  
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**CONCLUSION**

Upon Board approval, please return three adopted copies of the Board letter to the Department's Contracts Unit.

Sincerely,  
ALEX VILLANUEVA, SHERIFF



TIMOTHY K. MURAKAMI  
UNDERSHERIFF

Reviewed by:



TERRI L. McDONALD  
CHIEF PROBATION OFFICER

**AMENDMENT NUMBER NINE TO AGREEMENT NO. 77655  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PUBLIC COMMUNICATIONS SERVICES, INC.  
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

This Amendment Number Nine ("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, with three one-year Option Terms and six months, for Contractor's provision of Inmate Telephone System (ITS) and Services for the Los Angeles County Sheriff's Department ("Department") and the Los Angeles County Probation Department ("Probation"); and
- B. WHEREAS, in August 2012, County and Contractor agreed to implement County's option to install kiosks at various Department facilities, to enable, among other things, the setting up of Pre-Paid Accounts to be used solely by Inmates for ITS and Services, as defined in the Agreement, and County and Contractor wish to formally memorialize herein the installation thereof; and
- C. 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
- D. WHEREAS, on February 4, 2014, County and Contractor entered into Amendment Number Two to the Agreement which (1) reduced the collect call maximum dollar amount from \$125 to \$60 to any single destination phone number in any continuous 30-day period, and (2) directed Contractor to implement, not later than thirty (30) calendar days from the effective date of Amendment Number Two, the recording of all telephone calls made from any and all phones within the Department Custody and Detention Facilities, which are not made to an attorney or public defender telephone number, including calls initiated by Pro-Per Inmates; and
- E. WHEREAS, on September 26, 2013, the Federal Communications Commission (FCC) released a Report and Order and Notice of Proposed Rulemaking (FCC-13-113) which, among other things, established interim rate caps on the interstate calling rates charged by inmate calling service providers; and
- F. WHEREAS, on February 10, 2014, County and Contractor entered into Amendment Number Three to the Agreement which reduced the Inmate Telephone Billing Rate for Domestic Calls – Interstate Calls (Debit Phone



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Account (Cardless) and Pre-Paid Account), effective February 11, 2014, in compliance with FCC 13-113; and

- G. WHEREAS, on November 5, 2015, the FCC released a Second Report and Order and Third Further Notice of Proposed Rulemaking (FCC 15-136) which, among other things, established rate caps on interstate and intrastate calling rates and eliminated, restricted, and/or further defined the fees which may be charged by inmate calling service providers; and
- H. WHEREAS, on March 7, 2016, the United States Court of Appeals, District of Columbia Circuit ("D.C. Court") issued an order staying the implementation of rate caps on the calling rates set forth in 47 CFR section 64.6010, and caps on fees for single-call services set forth in 47 CFR section 64.6020(b) (2) pending judicial review of the legality of those caps, as established by FCC 15-136; and
- I. WHEREAS, on March 23, 2016, the D.C. Court issued another order staying the implementation of the interim rate caps set forth in 47 CFR section 64.6030 only as they apply to the provision of intrastate calling services; and
- J. WHEREAS, all other provisions, rules, and regulations set forth in FCC 15-136 remain effective and shall be implemented by jail facilities by June 20, 2016; and
- K. WHEREAS, on June 16, 2016, County and Contractor entered into Amendment Number Four, effective June 20, 2016, which (1) modified the Inmate Telephone Billing Rates and implemented new FCC-authorized Ancillary Service Charges consistent with FCC 15-136, (2) deleted the Convenience and Single-Bill fees authorized under Paragraph 9.5 (Miscellaneous Fees) of the Agreement, (3) added the Advance Pay One Call (APOC) service, and (4) formally memorialized the addition of Customer kiosks at the Department Custody and Detention Facilities; and
- L. WHEREAS, on October 19, 2016, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for the first one-year Option Term from November 1, 2016 through October 31, 2017; and
- M. WHEREAS, on November 23, 2016, County and Contractor entered into Amendment Number Six to amend Exhibit H (Kiosk Locations) to relocate kiosk machines from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk Station respectively; and

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- N. WHEREAS, on June 13, 2017, the D.C. Court ruled on legality of the Second Report and Order and Third Further Notice of Proposed Rulemaking (80 Fed. Reg. 79136-01 (Dec. 18, 2015)) (“Second Order”) issued by the FCC, which, among other things, set permanent rate caps and ancillary fee caps on both interstate and intrastate calls. (Global Tel\*Link v. Fed. Communications Comm’n, No. 15-1461 (D.C. Cir. June 13, 2017)). The Second Order was upheld in part and vacated in part, and certain issues were remanded to the FCC for further proceedings; and
- O. WHEREAS, on October 26, 2017, County and Contractor entered into Amendment Number Seven to the Agreement to (1) extend the Term of the Agreement for the second one-year Option Term from November 1, 2017 through October 31, 2018, (2) update the County-mandated provisions regarding Consideration of GAIN/GROW Participants, County’s Quality Assurance Plan, and Safely Surrendered Baby Law, and (3) add the County-mandated provisions regarding Time Off for Voting and Compliance with County’s Zero Tolerance Policy on Human Trafficking; and
- P. WHEREAS, on October 22, 2018, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for the third one-year Option Term from November 1, 2018 through October 31, 2019, (2) update the County-mandated provision regarding Assignment and Delegation/Mergers or Acquisitions, and (3) add the County-mandated provisions regarding Compliance with Fair Chance Employment Practices and Compliance with the County Policy of Equity; and
- Q. WHEREAS, the Agreement currently expires on October 31, 2019; and
- R. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement through October 31, 2021, a total period of two years, which includes the final six-month option period of the Agreement, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment.

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

1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement through October 31, 2021, a total period of two years, which includes the final six-month option period of the Agreement:

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7. TERM

7.1 The Term of this Agreement shall be from November 1, 2011, through and including October 31, 2021, unless terminated earlier in whole or in part, as provided herein.

7.2 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.

7.3 Contractor shall notify Sheriff Project Director, Sheriff Project Manager, Probation Project Director and Probation Project Manager when the current Term is within six (6) months from the expiration of this event, Contractor shall send written notification to the addresses herein provided in Exhibit K (County and Contractor Administration) of the Agreement.

2. Paragraph 70.0 (Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment) is added to Exhibit A (Additional Terms and Conditions) of the Agreement as follows to add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment:

**70.0 COMPLIANCE WITH PRISON RAPE ELIMINATION ACT (PREA) OF 2003, ZERO TOLERANCE FOR SEXUAL ABUSE AND SEXUAL HARASSMENT**

70.1 Contractor acknowledges that the Department has a zero tolerance policy for sexual abuse and sexual harassment of inmates pursuant to the Prison Rape Elimination Act of 2003 ("PREA") at 34 U.S.C. 30301 et. seq.

70.2 Training

Contractor acknowledges that that any person employed by or acting on behalf of Contractor that enters a Department facility must be trained on their responsibilities under the Department's zero tolerance policy, including their own duty to report any knowledge, suspicion, or information regarding an incident of

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sexual abuse or sexual harassment immediately to Department custody staff.

**70.3 Background Requirements**

70.3.1 Contractor shall not assign any individual to the Department who may have contact with Department inmates who:

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution, under the definitions in the PREA Standards for Prisons and Jails; or
- (2) Has been convicted or civilly or administratively adjudicated of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse.

70.3.2 Contractor shall disclose to the Department any incidents of sexual harassment by any individual who may have contact with Department inmates.

70.3.3 Contractor acknowledges that the Department will perform an initial criminal background records check in accordance with Paragraph 34.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement on any person employed by or acting on behalf of Contractor who may have contact with inmates before that individual begins working in any capacity in which the individual may have contact with inmates. Any person employed or acting on behalf of the Contractor who will or may have any contact with inmates will also be subject to criminal background checks every five (5) years.

**70.4 Continuing Obligations**

Contractor acknowledges that it shall immediately notify the Department if any employee or agent is criminally or civilly charged with or convicted of sexual assault, sexual battery, sexual abuse, or any other sexual-related offense.

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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 this 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.

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**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Nine to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has caused this Amendment Number Nine to be duly executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
ALEX VILLANUEVA, SHERIFF

Date: \_\_\_\_\_

PUBLIC COMMUNICATIONS  
SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Michele Jackson  
Principal Deputy County Counsel