



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



November 21, 2023

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

42 November 21, 2023

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

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER THIRTEEN TO AGREEMENT
NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INC.
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 the County Probation Department (Probation) are seeking the Board's approval of Sole Source Amendment Number Thirteen (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Inc. (PCS) to extend the Agreement for one year, from May 1, 2024, through April 30, 2025, plus a 12-month option period, in any increment.

This Amendment will modify the Agreement to provide free phone calls for people who are incarcerated in all County jails no later than December 1, 2023, in accordance with the July 25, 2023, Board-adopted motion "Los Angeles County to Provide Free Phone Calls and Robust Programming in the County Jails (Agenda Item 2, July 25, 2023)."

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, to (1) eliminate inmate telephone billing rates and establish a fixed rate-per-minute tiered approach based upon total monthly call volumes, and establish a Maximum Contract Sum of \$30,324,000, for

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the period of December 1, 2023, through April 30, 2026, billable to the County and (2) extend the Agreement for one year from May 1, 2024, through April 30, 2025, plus a 12-month option period, exercisable in any increment, through April 30, 2026.

2. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to exercise the additional 12-month option period, in any increment, provided it is in the best interest of the County.
3. 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 to PCS, once the Department has restructured the competitive solicitation and executed a successor contract to accommodate a County-pay model.
4. Delegate authority to the Sheriff, or his designee, to execute a future amendment to the Agreement to modify all necessary non-material provisions of the Agreement to accommodate free phone calls in the County jails.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement will expire on April 30, 2024. On September 27, 2023, in accordance with Board Policy 5.100, the Department provided the Board with an advance notification of its intent to enter into a sole-source amendment to extend the Agreement for a period of one year, plus a 12-month option period, to ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department and Probation facilities. Additionally, the recommended actions will allow the Department and Probation to align the County's Agreement with the July 25, 2023, Board-adopted motion, which among other things, provides free phone calls to incarcerated adults and juveniles in the Department and Probation facilities.

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 of November 1, 2011, through October 31, 2016. Under the Agreement, the County had 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.

On September 26, 2013, the Federal Communications Commission (FCC) released "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 PCS 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 PCS.

On February 4, 2014, the County and PCS entered into Amendment Number Two to the Agreement, which (1) reduced the maximum dollar amount to \$60 from \$125 for collect calls placed to any single destination phone number during any continuous 30-day period, and (2) directed PCS 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 facilities, except those made to an attorney or public defender telephone number, and calls initiated by pro-per inmates.

On February 10, 2014, the County and PCS entered into Amendment Number Three to the Agreement, which reduced the inmate telephone billing rate for domestic calls – interstate calls, effective February 11, 2014.

On November 5, 2015, the FCC released “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 calls 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 (D.C. Court) issued an order stating the implementation of rate caps on the calling rates set forth in 47 Code of Federal Regulations (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 stating 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. 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 services, and (4) formally memorialized the addition of customer kiosks at the Department's custody facilities. The Board however 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 otherwise have a positive 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 PCS entered into Amendment Number Six to the Agreement that amended Exhibit N (Kiosk Locations) to relocate kiosk machines within the Department facilities.

On December 19, 2016, the Department released a Request for Information (RFI) to seek information from vendors who could provide an ITS. The RFI sought information from vendors about new technology features that allowed the use of electronic tablets, increased video visitation, video grams, inmate voicemail, and e-mail. The Department received six responses; five of the six vendors accepted the Department's invitation to participate in a non-competitive presentation of their products related to the subject of the RFI.

On June 13, 2017, the D.C. Court ruled on the legality of FCC 15-136. The order was upheld in part 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.

On October 10, 2017, the Board delegated authority to the Sheriff to execute Amendment Number Seven to the Agreement to exercise the second one-year option term from November 1, 2017, through October 31, 2018, and updated/added County-mandated provisions.

In 2018, Department representatives toured jails in various states and counties to observe the use of electronic tablets issued to inmates and to interview 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 was relatively new and evolving so the Department was exploring the services of a consulting firm to analyze its impact on infrastructure and operations and advise how to move 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 exercise the third one-year option term from November 1, 2018, through October 31, 2019, and updated/added County-mandated provisions.

On January 24, 2019, the Department decided to remove the electronic tablets from the inmate phone services solicitation and forego consulting services due to the uncertainty about the future condition and existence of the jail infrastructure. On August 13, 2019, the contract for the Men's Central Jail replacement project was canceled. In consideration of this decision, the Department resumed exploring enhanced inmate communication platforms.

On October 1, 2019, the Board delegated authority to the Sheriff to execute Amendment Number Nine to the Agreement that extended the term of the Agreement through October 31, 2021, a total period of two years that included the final six-month option period and added new County-mandated provisions.

The work environment of 2020 included new challenges, delays, and uncertainties introduced by the COVID-19 pandemic and by California Senate Bill 555, which addressed jail communication, information, and commissary services contracts. Within this environment and based upon the information available, the Department and Probation continued to develop the RFP for a successor contract that would include an enhanced inmate communications platform.

On May 12, 2021, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a sole source amendment to

extend the Agreement for a period of one year, plus a six-month option period, to ensure uninterrupted services. On May 13, 2021, the Department was directed by the Board to change the term to a period of six months, plus a six-month option period. This action resulted in moving the date of the advance notification to May 19, 2021.

On May 18, 2021, the Board adopted a motion, "Removing Financial Burdens for Families: Providing Free Phone Calls and Eliminating Profits and Mark-Ups on Commissary Items in the LA County Jails and Juvenile Camps and Halls" (Agenda Item 13, May 18, 2021). The motion required the Department, the Office of Inspector General, the Internal Services Department, and the Chief Executive Office (CEO) among others to submit a report back to the Board prior to the Department issuing an RFP for a replacement contract.

On July 28, 2021, the FCC released a "Report and Order and Notice of Proposed Rulemaking" (FCC 21-60) Final Rule which, among other things, lowered the interim interstate rate cap to \$0.12 for prisons and \$0.14 for jails with an average daily population of 1,000 or more incarcerated persons, effective October 26, 2021.

On August 19, 2021, the California Public Utilities Commission (CPUC) released Decision 21-08-037, "Adopting Interim Rate Relief for Incarcerated Person's Calling Services, Rulemaking" (20-10-002), which among other things, imposed an interim per-minute cap of \$0.07 for intrastate debit, prepaid calls, and collect calls on all incarcerated persons calling services operating within California, effective October 7, 2021.

On October 5, 2021, the Board adopted a motion "Report Back on Accelerating Efforts to Ensure Free Phone Calls and At-Cost Commissary Items in Los Angeles County Jails and Probation Facilities" (Supplemental Agenda Item No. 4-E, October 5, 2021), which was a follow-up to the May 18, 2021, Board motion. This new motion contained several directives, one of which requested the Department, and directed the CEO, County Counsel, and Chief Probation Officer, to report back in 90 days on recommendations for contractual and/or solicitation next steps for short-term and long-term options to ensure free telephone calls for those in custody in County jails and Probation camps and halls. The alternatives recommended to the Board included a short-term option to amend the current contract to bill the County for all services provided with no other changes to infrastructure or service delivery, and long-term options to solicit a replacement contract that uses existing infrastructure and provides an option to replace and upgrade the infrastructure and equipment to provide enhanced services. That report was submitted to the Board on January 5, 2022.

On October 5, 2021, the Board delegated authority to the Sheriff to execute Amendment Number Ten to the Agreement that extended the Term of the Agreement through April 30, 2022, plus an additional six-month option period, exercisable in any increment, through October 31, 2022. Additionally, effective October 7, 2021, the amendment reduced the inmate telephone billing rates for all domestic calls to \$0.07 per minute and reduced or eliminated certain ancillary service charges in accordance with recent rule changes made by the CPUC and FCC. The amendment also eliminated the minimum annual guaranteed revenue share of \$15 million to the Department's Inmate Welfare Fund and \$59,000 to the Probation's Detentions Budget account, modified the County revenue sharing structure, and made permanent a weekly five-minute telephone call at no charge to incarcerated persons that was initiated during the COVID-19 pandemic. Probation had already implemented free telephone calls for incarcerated youth to accommodate reductions in family visitations during the COVID-19 pandemic. Probation has since then made permanent the practice of providing free telephone calls.

On March 31, 2022, the Department provided advance written notification to the Board that the Department and Probation intended to exercise the six-month option period to extend the Agreement through October 31, 2022, in accordance with the Board's direction from October 5, 2022. Amendment Number Eleven was executed by the parties on April 13, 2022.

In April 2022, the CEO informed the Department that funding has not been identified to provide free telephone calls to incarcerated persons in the County jails and advised the Department to continue developing an RFP for a revenue sharing contract, and if possible, structure the solicitation documents in a way to allow future program changes that shift the cost of calls to the County and eliminate revenue sharing.

On April 27, 2022, in accordance with Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into a sole source amendment to extend the Agreement for a period of one year from November 1, 2022, through October 31, 2023, plus a six-month option period through April 30, 2024, to ensure uninterrupted services while the Department finalized a solicitation for a replacement contract that includes nominal revenue sharing. On October 14, 2022, through delegated authority, the Department executed Amendment Number Twelve to extend the term of the Agreement for eighteen months, from November 1, 2022, through April 30, 2024.

On July 25, 2023, the Board adopted a motion, (Agenda Item 2) "Los Angeles County to Provide Free Phone Calls and Robust Programming the County Jails" directing the Department to provide free phone calls for people who are incarcerated in all County jails no later than December 1, 2023.

Proposed Amendment/Contract Negotiations:

On October 11, 2023, the Department and PCS reached a negotiated agreement pending approval by the Board, which:

1. eliminates the Inmate Welfare Fund revenue share,
2. establishes a fixed rate-per-minute tiered approach based upon total monthly call volumes and includes a not-to-exceed monthly cost, billable to the County, and
3. extends the Agreement for one year from May 1, 2024, through April 30, 2025, plus a 12-month option period, exercisable in any increment, through April 30, 2026.

The Department has determined that a one-year Agreement extension, plus a 12-month option period exercisable in any increment, is required to modify the solicitation documents accordingly, and complete the solicitation process, negotiate and execute a successor contract, and allow for a transition period.

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. 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

The Maximum Contract Sum for this Amendment will not exceed \$30,324,000, and is inclusive of all taxes and regulatory fees, as applicable. The Department successfully negotiated a maximum payment obligation to PCS which shall not exceed \$1,083,000 monthly, and a corresponding maximum annual obligation of \$12,996,000. Funding is included in the Fiscal Year 2023-2024 Final Adopted Budget.

The Amendment will implement a fixed per-minute rate that will be billed monthly to the County based on the following tiered structure:

- \$0.042 fixed rate when monthly call volumes are below 9,562,500 minutes.
- \$0.039 fixed rate when monthly call volumes are between 9,562,501 and 22,950,000 minutes.

- \$0.028 fixed rate when monthly call volumes are between 22,950,001 and above minutes.

All phone services provided to the Probation will continue to be free of charge to juvenile detainees and at no cost to the County during the Amendment term.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This extension period allows the Department to continue providing required telephone services for inmates to meet Department policies and maintain compliance with various California Penal Code and Code of Regulations Title 15 mandates.

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

The attached Amendment is approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will ensure uninterrupted telephone services for adults and juveniles incarcerated in the Department's and Probation's facilities as required by law. The Department will continue developing a competitive solicitation for a successor contract.

CONCLUSION

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

Sincerely,



ROBERT G. LUNA
SHERIFF

Reviewed by,



GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

**AMENDMENT NUMBER THIRTEEN 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 Thirteen ("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

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- 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 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

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- 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
- 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, on October 23, 2019, County and Contractor entered into Amendment Number Nine to the Agreement to (1) extend the Term of the Agreement through October 31, 2021, a total period of two years, which included 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; and
- R. WHEREAS, on July 28, 2021, the FCC released a Report and Order and Notice of Proposed Rulemaking (FCC 21-60) Final Rule which, among other things,

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lowers the interim rate caps on interstate calling rates to \$0.12 for prisons and \$0.14 for jails with an average daily population of 1,000 or more incarcerated people, effective October 26, 2021; and

- S. WHEREAS, on August 23, 2021, the California Public Utilities Commission (CPUC) released Decision 21-08-037, Adopting Interim Rate Relief for Incarcerated Person's Calling Services Rulemaking (CPUC 20-10-002) which, among other things, imposes a per-minute interim rate cap of seven cents (\$0.07) for intrastate debit, prepaid calls, and collect calls for all incarcerated persons calling services (IPCS) operating within California, effective October 7, 2021; and
- T. WHEREAS, on October 07, 2021, County and Contractor entered into Amendment Number Ten to the Agreement to (1) extend the Term of the Agreement for six months, from November 1, 2021, through April 30, 2022, plus an additional six-month option period, exercisable in any increment, (2) modify the Inmate Telephone Billing Rates, (3) eliminate the Minimum Annual Guarantee and modify the Inmate Welfare Fund Revenue Share, (4) delete or modify Ancillary Services Charges currently authorized in the Agreement (5) update the County-mandated provision regarding Facsimile, and (6) add the County-mandated provision regarding Prohibition from Participation in Future Solicitation(s); and
- U. WHEREAS, on April 13, 2022, County and Contractor entered into Amendment Number Eleven to the Agreement to (1) extend the Term of the Agreement for six months, from May 1, 2022, through October 31, 2022, (2) update the County-mandated provision regarding Safely Surrendered Baby Law, and (3) add the County-mandated provision regarding the COVID-19 Vaccinations of County Contractor Personnel; and
- V. WHEREAS, on October 14, 2022, County and Contractor entered into Amendment Number Twelve to the Agreement to extend the Term of the Agreement for eighteen months, from November 1, 2022, through April 30, 2024; and
- W. WHEREAS, on July 25, 2023, the County Board of Supervisors adopted a motion which, among other things, directed the Department and other relevant departments to provide free phone calls for people who are incarcerated in all Los Angeles County jails no later than December 1, 2023.

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- X. WHEREAS, the Agreement currently expires on April 30, 2024; and
- Y. WHEREAS, County and Contractor agree to (1) extend the Term of the Agreement for one year, from May 1, 2024, through April 30, 2025 plus an additional twelve-month option period, exercisable in any increment, (2) eliminate the Inmate Welfare Fund Revenue Share, (3) retitle and modify the Inmate Telephone Billing Rates, (4) add the County-mandated provisions regarding Maximum Contract Sum, Invoice and Payments, and Default Method of Payment: Direct Deposit or Electronic Funds Transfer, (5) and establish a fixed rate-per-minute tiered approach based upon total monthly call volumes, and a not-to-exceed monthly cost, billable to the County.

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 for one year, from May 1, 2024, through April 30, 2025:

7. TERM

- 7.1 The Term of this Agreement shall be from November 1, 2011, through and including April 30, 2025, unless terminated earlier in whole or in part, as provided herein.
- 7.2 The County has the option, at County's discretion and upon notice to Contractor prior to the end of the Term, to extend the Term of this Agreement for an option period of twelve months, in any increment, for a maximum total Agreement Term not to exceed thirteen (13) years and six months. Such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4.
- 7.3 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.
- 7.4 If applicable, Contractor shall notify Sheriff Project Director, Sheriff Project Manager, Probation Project Director, and Probation Project

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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 9 (Payment Amounts and Telephone Billing Rates) of the Agreement is deleted in its entirety and replaced as follows to eliminate the Inmate Welfare Fund Revenue Share, retitle and modify Inmate Telephone Billing Rates, eliminate Third-Party Financial Transaction Fee, and add County mandated provisions regarding Contract Sum, Invoice and Payments, and Default Method of Payment: Direct Deposit or Electronic Funds Transfer, effective December 1, 2023:

9. PAYMENT AMOUNTS AND TELEPHONE BILLING RATES

If any payments due under this Paragraph 9 (Payment Amounts and Telephone Billing Rates) are not received by County within the period specified in this Paragraph 9, County is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66 day year) calculated from the date payment is due.

9.1 Maximum Contract Sum

9.1.1 The Maximum Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed \$30,324,000, and will be allocated as set forth in Exhibit C (Telephone Rates and Payment Schedule) of this Agreement. The Maximum Contract Sum will remain firm and fixed for the term of this Agreement.

9.1.2 The Maximum Contract Sum for this Agreement includes a monthly not-to-exceed cost of \$1,083,000, inclusive of all Taxes and regulatory fees, as applicable.

9.1.3 Written Approval for Reimbursement

The Contractor shall not be entitled to payment or reimbursement for any Work or Services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or

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takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

9.1.4 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the Maximum Contract Sum under this Agreement. Upon occurrence of this event, Contractor must send written notification to County Project Director at the address herein provided in Exhibit K (County and Contractor Administration) of this Agreement.

**9.1.5 No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any Service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for Services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

9.2 Downtime Credits & Liquidated Damages

Contractor shall pay to County any amounts due as downtime credits under Section 3.5.10 (Downtime Credits) of Exhibit B (Statement of Work) and liquidated damages under Paragraph 12.0 (Liquidated Damages; Withholds) within thirty (30) days of the notification, except where such amounts are the subject of a dispute under Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).

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BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES**

9.3 Invoices and Payments

9.3.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, Services, and other Work specified in Exhibit B (Statement of Work) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments will be as provided in Exhibit C (Telephone Rates and Payment Schedule), and the Contractor will be paid only for the tasks, deliverables, goods, Services, and other Work approved in writing by the County. If the County does not approve Work in writing no payment will be due to the Contractor for that Work.

9.3.2 The Contractor's invoices must contain the information set forth in Exhibit B (Statement of Work) describing the tasks, deliverables, goods, Services, Work hours, and facility and/or other Work for which payment is claimed.

9.3.3 The Contractor may submit a monthly fixed progress payment invoice and a monthly invoice to the County following the provision of Services.

- a. The monthly fixed progress payment invoice will be in the amount of two hundred thousand dollars (\$200,000) and will be submitted by the 15th calendar day of the month.
- b. The end of the month invoice will include all information detailed in Section 9.3.4 and will be submitted by the 15th calendar day following the month of services. The fixed progress payment will be credited against the end of month invoice amount.
- c. In the event County usage falls below the progress payment, Contractor shall reimburse County with a warrant for the overage, attached to the invoice.

9.3.4 Contractor must prepare the end of month invoice format and content in the following manner:

1. County's Agreement Number
2. Contractor's Name and Address
3. Invoice Number
4. Invoice Date

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5. Billing Period
6. Billable Minutes by call type (e.g. intrastate, interstate, international, Speed Dial, etc.)
7. Non-Billable Minutes
8. Taxes and regulatory fees
9. All other documentation to support the allocation of costs.

9.3.5 All invoices under this Agreement must be submitted to the following:

Los Angeles County Sheriff's Department
County Project Manager as outlined in Exhibit K (County and Contractor Administration).

9.3.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. If the invoice is not approved, the County will notify Contractor in writing of any discrepancies within ten (10) calendar days of receipt of said invoice from Contractor. If necessary, Contractor will provide County with a corrected invoice within seven (7) calendar days of receipt of such written notice of discrepancies.

9.3.7 County shall pay Contractor's invoice within thirty (30) days from the date of receipt of an approved invoice.

9.4 Telephone Billing Rates

9.4.1 INTENTIONALLY OMITTED

9.4.2 INTENTIONALLY OMITTED

9.4.3 The telephone billing rates set forth in Exhibit C (Telephone Rates and Payment Schedules) of this Agreement shall remain the same and fixed for the Term of the Agreement, unless modifications to these telephone billing rates are mandated or otherwise required by Federal Communications Commissions (FCC), California Public Utilities Commission (CPUC), or other governmental regulatory agency having standing in the State of California. Such modifications shall

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only be made by way of an Amendment as required in Paragraph 6 (Change Orders and Amendments) of this Agreement and shall be mutually agreed upon and executed by Board and Contractor.

Contractor shall charge the County for Speed Dial Calls made by Inmates to designated County entities at the rate set forth in Section B (County-Pay Telephone Fixed Rate-Per-Minute) of Exhibit C (Telephone Rates and Payment Schedule). This call rate shall remain firm and fixed for the Term of the Agreement but may be adjusted downward only upon the mutual agreement of both parties. Such change shall be in the form of an Amendment in accordance with Paragraph 6 (Change Orders and Amendments) and shall be mutually agreed upon and executed by Sheriff or designee and Contractor.

9.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 9.5.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 9.5.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 9.5.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 9.5.4 At any time during the duration of the agreement, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

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9.6 Taxes and Regulatory Fees

9.6.1 Contractor shall only charge mandatory applicable pass-through Taxes and regulatory fees as set forth on Exhibit C (Telephone

Rates and Payment Schedule) of this Agreement and expressly authorized by the FCC and/or CPUC, as well as any applicable taxes and fees including payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, incurred by Contractor. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through to County directly with no mark-up.

3. Exhibit C (Telephone Rates and Payment Schedule) of the Agreement is deleted in its entirety and replaced with the revised Exhibit C (Telephone Rates and Payment Schedule), attached hereto, to eliminate inmate telephone billing rates and establish a fixed rate-per-minute tiered approach based upon total monthly call volumes and a not-to-exceed monthly cost, billable to the County.
4. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
5. 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 to be executed on its behalf by the Sheriff of Los Angeles County, and Contractor has caused this Amendment to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By: _____
ROBERT G. LUNA, SHERIFF

Date: _____

PUBLIC COMMUNICATIONS
SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: Michele Jackson
Michele Jackson
Principal Deputy County Counsel

EXHIBIT C

TELEPHONE RATES AND PAYMENT SCHEDULE (Restated under Amendment Number Thirteen)

INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

TELEPHONE RATES AND PAYMENT SCHEDULE

CONTRACTOR: PUBLIC COMMUNICATIONS SERVICES, INC.

A. TELEPHONE BILLING CALL TYPES

Effective December 1, 2023, the fixed call rate per minute for inmate telephone call charges to County will be based on monthly call volumes in accordance with Exhibit C (Telephone Rates and Payment Schedule), Section B (County-Pay Telephone Fixed Rate-Per-Minute) below, and include all Telephone call types identified herein Section A (Telephone Billing Call Types), as follows:

1. **All Domestic Calls - INTRASTATE.**
2. **All Domestic Calls – INTERSTATE.**
3. **All International Calls**
4. **Speed Dial Rate to Designated County Entities**

In accordance with Paragraph 9.4.4 (Telephone Billing Rates) of the Agreement.

B. COUNTY-PAY TELEPHONE FIXED RATE-PER-MINUTE

The County will pay Contractor following the month at the fixed rate call volumes tier structure as follows:

- \$0.042 fixed call rate when monthly call volumes are below 9,562,000 minutes, excluding applicable taxes.
- \$0.039 fixed call rate when monthly call volumes are between 9,562,001 and 22,950,000 minutes, excluding applicable taxes.
- \$0.028 fixed call rate when monthly call volumes are between 22,950,001 minutes and above, excluding applicable taxes.

County's monthly payment to Contractor must not exceed \$1,083,000 per month, inclusive of all Taxes and regulatory fees, as applicable, as described in Section C (Taxes and Regulatory Fees) below.

C. TAXES AND REGULATORY FEES

Contractor shall charge County only those mandatory applicable pass-through Taxes and regulatory fees as expressly authorized by the CPUC and/or FCC as well as any applicable taxes and fees including payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, incurred by Contractor. Such mandatory applicable pass-through Taxes and regulatory fees shall be applied separately and passed through County directly with no mark-up. The telephone billing rates charged in Section A (Telephone Billing Call Types) are exclusive of mandatory applicable pass-through Taxes and regulatory fees

collected by Contractor on behalf of federal, state, or local governments. No Taxes or regulatory fees shall be charged to County unless authorized by the CPUC and/or FCC and compliant with all CPUC and/or FCC mandates.

D. NO COST CALLS TO COUNTY

In addition to the calls specified in Subparagraph 2.3.3. (Speed Dial, No Cost Calls to Inmates and Sheriff's) and 2.3.4 (Booking Calls) of the Agreement, Contractor will allow one no-cost call per week to each Inmate, at no cost to County, with the condition that the call will be limited to five minutes in length and all other provisions of the Agreement will be enforced.

Contractor shall also provide all phone calls placed by detainees in the Probation Facilities free of charge to Juvenile detainees, and at no cost to the County.

E. PUBLIC COMMUNICATIONS SERVICES, INC.

Contractor represents and warrants that the person signing this Exhibit C (Telephone Rates and Payment Schedule) for Contractor is an authorized agent, who has actual authority to bind Contractor to each and every item listed in this Exhibit C (Telephone Rates and Payment Schedule) to provide such actual authority.

Printed Name

Title

Signature

Date