OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF

April 14, 2026

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 April 14, 2026

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

Edward Yen

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

APPROVE SOLE SOURCE AMENDMENT 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 Chief Probation Officer. The Los Angeles County (County) Sheriff's Department (Department) and Probation Department (Probation) are seeking Board approval of Sole Source Amendment Number Fifteen (Amendment Fifteen) to Agreement Number 77655 (Agreement) with Public Communication Services, Inc. (PCS) to extend the term of the Agreement for an additional 18-month period, from May 1, 2026, through October 31, 2027, for continued Inmate Telephone System and Services (Services) for adults and juveniles incarcerated in the Department's custody facilities and Probation's facilities. The Department will serve as the administrator of the system; however, the Chief Probation Office and Department will maintain autonomous decision making with regards to the respective staff who will be assigned access and the level of that access.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment Fifteen, to, among other things, (1) to extend the Agreement with PCS for an additional 18-month period, from May 1, 2026, through October 31, 2027, and (2) update the County-mandated provision regarding Compliance with Fair Chance Employment Hiring Practices.

2. Delegate authority to the Sheriff, or his authorized designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with thirty calendar days' advance written notice following the Department's successful implementation of the successor contract for an inmate communication system and services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement expires on April 30, 2026.

On April 24, 2025, the Department released a Request for Proposals (RFP) for an inmate communication system and services.

Approval of the recommended actions will allow the Department to complete the solicitation process and will allow the awarded contractor to complete the installation of its replacement inmate communication system.

Background

The Board approved the Agreement on September 20, 2011, with an initial term from November 1, 2011, through October 31, 2016, plus three additional one-year extension options, and one six-month option through April 30, 2020.

The Agreement has been amended fourteen times to, among other things, extend the term of the Agreement, comply with new or modified Federal Communications Commission regulations, add features to the system, modify and/or eliminate inmate telephone billing rates, and add/or revise County-mandated provisions.

The Department received four proposals in response to the RFP and is currently engaged in contract negotiations with the highest-scoring proposer. The Department anticipates seeking Board approval of the successor contract in the Spring of 2026. The extension is necessary to allow sufficient time for the implementation of a successor contract. The Department anticipates the installation of the new system to be completed by Spring 2027. Upon successful implementation of the successor contract, the Department will terminate the Agreement for convenience.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendment support the County's Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy II: Systems of Care

and Support: Expand the system of care and support in the County to provide improved resources to better meet the needs of justice-involved individuals.

FISCAL IMPACT/FINANCING

The cost for this Amendment will not exceed $19,494,000, thereby increasing the Maximum Contract Sum to $49,818,000 which is inclusive of all taxes and regulatory fees, as applicable. Funding is included in Fiscal Year 2025-2026 Final Adopted Budget, and will be requested in the subsequent year, as applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 30, 2025, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations with PCS for an 18-month extension to the Agreement.

PCS is in compliance with all Board and Chief Executive Office requirements, and all provisions required by the Board are included in the Agreement.

The Amendment has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure the most efficient continuation of Services to persons incarcerated in County jails while the County successfully implements the successor contract.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board Letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

R. Luna

ROBERT G. LUNA
SHERIFF

Reviewed by,

GUILLERMO VIERA ROSA
CHIEF PROBATION OFFICER

AMENDMENT NUMBER FIFTEEN 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 Fifteen ("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 the County Board of Supervisors.

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

M. WHEREAS, on November 23, 2016, County and Contractor entered into Amendment Number Six to amend Exhibit N (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,

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; and

AMENDMENT NUMBER FIFTEEN TO AGREEMENT NO. 77655
BY AND BETWEEN
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PUBLIC COMMUNICATIONS SERVICES, INC.
FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

X. WHEREAS, on December 1, 2023, County and Contractor entered into Amendment Number Thirteen to the Agreement 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, and (5) 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; and

Y. WHEREAS, on April 8, 2025 County and Contractor entered into Amendment Number Fourteen to the Agreement to (1) extend the Term of the Agreement for one year, from May 1, 2025, through April 30, 2026, (2) update the County-mandated provisions regarding Termination for Improper Consideration, Consideration of Hiring GAIN-GROW Participants, Records and Audits, and Public Records Act, (3) add the County-mandated provisions regarding Injury and Illness Prevention Program and Campaign Contribution Prohibition Following Final Decision in Agreement Proceeding and (4) delete Exhibit N (Kiosk Locations) to remove obsolete kiosk machines from Department facilities; and

Z. WHEREAS, the Agreement currently expires on April 30, 2026; and

AA. WHEREAS, the County and Contractor agree to (1) extend the Term of the Agreement for 18 months, from May 1, 2026, through October 31, 2027, (2) increase the Maximum Contract Sum for the extension period and (3) update the County-mandated provision regarding Compliance with Fair Chance Employment Hiring Practices.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the 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 18 months, from May 1, 2026, through October 31, 2027:

7. <u>TERM</u>

7.1 The Term of this Agreement will be from November 1, 2011, through and including October 31, 2027, unless terminated earlier in whole or in part, as provided herein.

7.2 The 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 the County will exercise an Option Term extension of the Agreement.

2. Subparagraph 9.1.1 of the Agreement is deleted in its entirety and replaced as follows to increase the Maximum Contract Sum by $19,494,000:

9.1.1 The Maximum Contract Sum authorized by County hereunder must in no event, expressly or by implication, exceed $49,818,000, and will be allocated as set forth in Exhibit C (Telephone Rates and Payment Schedule) to this Agreement. The Maximum Contract Sum will remain firm and fixed for the term of this Agreement.

3. Paragraph 68.0 (Compliance with Fair Chance Employment Practices) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated provision regarding Compliance with Fair Chance Employment Hiring Practices:

68.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952 and Chapter 8.300 of the County Code (Fair Chance Ordinance for Employers). Contractor's violation of this Paragraph 68.0 may constitute a material breach of this Agreement. In the event of such material breach, the County may, at its sole discretion, terminate this Agreement.

4. Except as expressly provided in this Amendment, all terms and conditions of the Agreement will 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 this Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

AMENDMENT NUMBER FIFTEEN TO AGREEMENT NO. 77655
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FOR INMATE TELEPHONE SYSTEM (ITS) AND SERVICES

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

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

Date: April 14, 2026

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

47 April 14, 2026

EDWARD YEN
EXECUTIVE OFFICER

ATTEST:
EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By: _____
Deputy 4/14/26

I hereby certify that pursuant to
Section 25103 of the Government Code,
Delivery of this document has been made.

EDWARD YEN
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Michele Jackson
Principal Deputy County Counsel

PUBLIC COMMUNICATIONS SERVICES, INC.

By: _____

Name: Alexandra Booker

Title: Sr. Manager, Contracts

Date: February 18, 2026

77655, Supplement 2

SOLE SOURCE CHECKLIST

Department Name: Los Angeles County Sheriff

☐ New Sole Source Contract

☑ Existing Sole Source Contract Date Sole Source Contract Approved: Agreement #77655 9/20/2011

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS **Identify applicable justification and provide documentation for each checked item.**
	➢ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "*Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist*."
	➢ Compliance with applicable statutory and/or regulatory provisions.
	➢ Compliance with State and/or federal programmatic requirements.
	➢ Services provided by other public or County-related entities.
✔	➢ Services are needed to address an emergent or related time-sensitive need.
	➢ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➢ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➢ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➢ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➢ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Rene' Phillips

Chief Executive Office

3/11/2026

Date

SOLE SOURCE QUESTIONNAIRE

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR A CONTRACT WITH PUBLIC COMMUNICATION SERVICES, INC. (77655). MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:

1. What is being requested?

   Extension of Agreement Number 77655 (Agreement) with Public Communication Services, Inc. for Inmate Telephone System and Services (Services) for adults and juveniles incarcerated in the Department's custody facilities and Probation's facilities. The extension will ensure uninterrupted Services while the Department completes the solicitation for a successor contract and implementation of the replacement system.

2. Why is the product needed? – How will it be used?

   The Services are required by the Department and Probation to provide incarcerated adults and juveniles with a method of communicating with their family and attorneys and accessing other public resources. These Services are needed to meet Department policies and maintain compliance with various California Penal Codes and Code of Regulations Title 15 mandates.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

   No, the Department is in the process of completing negotiations for successor contract.

4. Have other products/vendors been considered? If yes, which products or vendors have been considered and how did they fail to meet the user's requirements?

   A Request for Proposals (RFP) was released on April 24, 2025.

5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?

   Not applicable.