



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

FESIA A. DAVENPORT  
Chief Executive Officer

**DATE: Wednesday, September 7, 2022**  
**TIME: 9:30 a.m.**

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE THE SAFETY OF  
MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED UNDER STATE LAW.**

**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

**1. CALL TO ORDER**

**2. GENERAL PUBLIC COMMENT**

**3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:

**A. NONE**

**4. PRESENTATION/DISCUSSION ITEM(S):**

**A. Board Letter:**

REQUEST TO AUTHORIZE THE DEPARTMENT OF MEDICAL EXAMINER-CORONER TO EXECUTE A SOLE SOURCE AGREEMENT WITH ONE LEGACY FOR TISSUE COLLECTION SERVICES

Speaker(s): Dr. Jonathan Lucas, Akiko Tagawa, Wendy Myring and Brian T. Chu (Medical Examiner-Coroner)

**B. Board Letter:**

APPROVE SOLE SOURCE AMENDMENT NUMBER TWELVE TO AGREEMENT NUMBER 77655 WITH PUBLIC COMMUNICATIONS SERVICES, INC. FOR INMATED TELEPHONE SYSTEM AND SERVICES

Speaker(s): Irma Santana, Abby Valdez, Matthew Vander Horck and Alan Liu (Sheriff's)

**C. Board Briefing:**

PROBATION OVERSIGHT COMMISSION (POC) AND OFFICE OF INSPECTOR GENERAL (OIG) PROBATION MONTHLY BRIEFING

Speaker(s): Wendelyn Julien (POC) and Eric Bates (OIG)

**5. PUBLIC COMMENTS**

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

**A. Board Letter:**

AUTHORIZE THE DISTRICT ATTORNEY TO ACCEPT GRANT FUNDS FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE COUNTY RESENTENCING PILOT PROGRAM FOR FY 2022-23

Speaker(s): Diana Teran and Lidia Youssef (DA)

**B. Board Letter:**

APPROVE THE ACCEPTANCE OF GRANT AWARD FROM THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION – CALIFORNIA CLIMATE INVESTMENTS – FIRE PREVENTION GRANT PROGRAM AND APPROPRIATION ADJUSTMENT FY 2022-23

Speaker(s): Theresa Barrera and Marcia Velasquez (Fire)

**C. Board Letter:**

APPROVAL OF A SOLE SOURCE CONTRACT WITH THE LOS ANGELES COUNTY OFFICE OF EDUCATION TO PROVIDE EDUCATION TRANSITION SERVICES

Speaker(s): Robert Smythe and Felicia Cotton (Probation)

**D. Board Letter:**

ADOPTION OF A RESOLUTION TO SUPPORT THE EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY AND THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) FOR THE PROVISION OF PINE GROVE YOUTH CONSERVATION CAMP SERVICES

Speaker(s): Robert Smythe, Jennifer Kaufman and Karen Fletcher (Probation)

**E. Board Letter:**

APPROVAL OF SOLE SOURCE CONTRACT WITH COOPERATIVE PERSONNEL SOLUTIONS TO PROVIDE VALIDATED TESTING MATERIALS FOR ENTRY LEVEL PROBATION OFFICER CLASSIFICATIONS

Speaker(s): Robert Smythe, and Diana Carlisle (Probation)

**F. Board Briefing:**

PUBLIC SAFETY DEPARTMENT'S SUPPLEMENTAL BUDGET BRIEFING

Speaker(s): Rene Phillips and staff (CEO)

**G. Board Briefing:**

PRETRIAL DATA WORK GROUP BRIEFING

Speaker(s): Irene Vidyanti (CEO)

Wednesday, September 7, 2022

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022		
<b>BOARD MEETING DATE</b>	9/20/2022		
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>		
<b>DEPARTMENT(S)</b>	Department of Medical Examiner-Coroner (DMEC)		
<b>SUBJECT</b>	The Department of Medical Examiner–Coroner (DMEC) requests approval to execute a one and one-half (1-1/2) year sole source agreement with One Legacy for Tissue Collection Services.		
<b>PROGRAM</b>	The DMEC requests authorization to execute a one and one-half (1-1/2) year sole source agreement between the County and One Legacy under the COVID-19 delegated authority approved by your Board on March 31, 2020, and October 13, 2020. The Agreement is a cooperative agreement that is necessary to support the DMEC's continued efforts to assist and address the health and welfare of County residents during the continued COVID-19 pandemic.		
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please explain why: Existing Agreement expired on June 13, 2021. All extension options were exhausted. The one and one-half year sole source agreement will allow the DMEC to prepare an RFP solicitation at a more appropriate time during the current Covid-19 Pandemic. It will also allow tissue collection to continue, for distribution to patients in County hospitals or in hospitals throughout the community who are in immediate need, and for scientific purposes.		
<b>DEADLINES/ TIME CONSTRAINTS</b>			
<b>COST &amp; FUNDING</b>	Total cost:	\$ 0	Funding source:
			N/A – One Legacy will continue to reimburse the DMEC for costs associated with tissue collection
	TERMS (if applicable): One-year and a half (eighteen months)		
	Explanation: One Legacy will reimburse the County for its costs to review and approve tissue collection from decedents in Coroner cases based on annually updated, actual average costs per case as approved per Auditor Controller billing rates.		
<b>PURPOSE OF REQUEST</b>	Approval of the request will authorize the Chief Medical Examiner-Coroner to execute a one and one-half (1-1/2) year agreement with One Legacy for Tissue Collection Services. The previous agreement expired on June 13, 2021. This agreement will allow tissue collection to continue, for distribution to patients in County hospitals or in hospitals throughout the community who are in immediate need, and for scientific purposes.		

<b>BACKGROUND</b> <b>(include internal/external issues that may exist including any related motions)</b>	<p>The need for human tissue and parts for therapy and transplantation in the Southern California area far exceeds the supply. Tissue Collection Services have been contracted since 2003, and the current agreement with One Legacy has facilitated the fair and equitable collection and distribution of tissue for the last 7 years.</p> <p>The DMEC has determined that contracting out specialized tissue collection services continues to be in the best interest of the County as it lacks the expertise to perform the requested services.</p> <p>DMEC anticipates releasing an RFP for tissue collection services following the anticipated lifting of the COVID-19 emergency orders.</p>
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
<b>DEPARTMENTAL CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:</p> <ul style="list-style-type: none"> <li>• Silvia Gonzalez, ASM II, (323) 343-0682, <a href="mailto:sgonzalez@coroner.lacounty.gov">sgonzalez@coroner.lacounty.gov</a></li> <li>• Wendy Myring, Admin Deputy, (323) 343-0784, <a href="mailto:WMyring@coroner.lacounty.gov">WMyring@coroner.lacounty.gov</a></li> <li>• Dr. Lucas, Chief Medical Examiner-Coroner, (323) 343-0521, <a href="mailto:jlucas@coroner.lacounty.gov">jlucas@coroner.lacounty.gov</a></li> <li>• Akiko Tagawa, Chief Deputy, (323) 343-0778, <a href="mailto:atagawa@coroner.lacounty.gov">atagawa@coroner.lacounty.gov</a></li> <li>• Brian T. Chu, Principal Deputy County Counsel, (323) 449-8055, <a href="mailto:bchu@counsel.lacounty.gov">bchu@counsel.lacounty.gov</a></li> </ul>



# COUNTY OF LOS ANGELES

## DEPARTMENT OF MEDICAL EXAMINER-CORONER

1104 N. MISSION RD, LOS ANGELES, CALIFORNIA 90033

**Jonathan R. Lucas, M.D.**  
Chief Medical Examiner-Coroner

September 20, 2022

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

Dear Supervisors:

**REQUEST TO AUTHORIZE THE MEDICAL EXAMINER-CORONER TO EXECUTE A SOLE  
SOURCE AGREEMENT WITH ONE LEGACY FOR TISSUE COLLECTION SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

The Medical Examiner-Coroner (DMEC) requests that your Board authorize the Chief Medical Examiner-Coroner, or designee, to execute a one and one-half (1-1/2) year sole source Agreement with One Legacy for Tissue Collection Services.

This Agreement is a cooperative agreement that is necessary to support the DMEC's continued efforts to assist and address the health and welfare of County residents during the continued COVID-19 pandemic.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Chief Medical Examiner-Coroner, or designee, to execute a one and one-half (1-1/2) year sole source agreement with One Legacy for Tissue Collection Services.

**PURPOSE /JUSTIFICATION OF RECOMMENDED ACTION**

In Southern California, and in Los Angeles County, the need for human tissue and parts for therapy and transplantation far exceeds the supply. The Department of Health Services (DHS) facilities, in particular, require a large regular supply of corneal and other types of human tissue and parts to meet the community's medical need. Additionally, the DMEC and DHS provide timely access to the largest source of human tissue and parts procurement in the County.

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**Accreditations:**

National Association of Medical Examiners (Provisional)  
California Medical Association-Continuing Medical Education  
Accreditation Council for Graduate Medical Education

ANAB ISO/IEC 17025:2017 Forensic Science Testing Laboratories  
Peace Officer Standards and Training Certified

*Law and Science Serving the Community*

With this Agreement, the DMEC will continue to maximize tissue collection and distribution to patients in County hospitals or in hospitals throughout the community who are in immediate need.

Similar to the previous agreement with One Legacy, which expired on June 13, 2021, this agreement will ensure the following:

- A single Agreement with one Contractor who is certified by the American Association of Tissue Banks (AATB) and the Eye Bank Association of America (EBAA).
- The Agreement shall be administered solely by the DMEC.
- The Contractor will perform all Tissue Collection Services at both DMEC and DHS facilities.
- The Agreement contains the tissue distribution rotation schedule with appropriate State-Licensed Tissue Bank Partners (TBPs).
- The Agreement contains a breakdown of the costs for processing tissue.
- The Agreement includes reporting requirements for tissue collection within County facilities and distribution of tissues to County hospitals and other medical facilities.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action is consistent with the principles of the County's Strategic Plan Goal III, via Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by ensuring that resources are available to assist the DMEC in carrying out its mission, and providing essential services to the public in an effective and efficient manner.

### **FISCAL IMPACT/FINANCING**

One Legacy will reimburse the County for the costs incurred by DHS and DMEC in providing One Legacy transplant technicians with timely access to human tissues. The County's costs are based on DMEC and DHS determinations of the average costs per case. Cost recovery from One Legacy to DMEC from 2018 to 2021 was \$390,847. Year to date, DMEC has billed \$114,985 through June 2022.

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

The DMEC has a statutory duty to inquire into and determine the circumstances, manner, and cause of all violent, sudden, or unusual deaths. State Law mandates that a medical examiner "shall cooperate" with tissue collection agencies to maximize opportunities to recover tissue.

Under the provisions of Government Code Sections 27491.44 and 27491.45 and Chapter 3.5, of Division 7, Part 1 of the Health and Safety Code, the Uniform Anatomical Gift Act, the DMEC is authorized, subject to certain conditions, to permit the removal of tissue and/or parts from prospective decedent donors within the DMEC's jurisdiction.

This Agreement is a cooperative Agreement that is necessary to support the DMEC's continued efforts to assist in the tissue recovery process and address the health and welfare of County residents during the continued COVID-19 pandemic.

### **CONTRACTING PROCESS**

The DMEC has determined that this agreement is exempt from Proposition A requirements under County Code Section 2.121.250.

The previous agreement was the result of a Request for Proposal (RFP) released on September 6, 2013, for which One Legacy was the only responsive proposer. One Legacy has been the sole provider of tissue collection services since 2011.

Approval of this request will allow tissue collection to continue, for distribution to patients in County hospitals, or in hospitals throughout the community, whose patients are in immediate need, and for scientific purposes.

The one and one-half (1-1/2) year sole source agreement will allow the DMEC to prepare and complete an RFP solicitation at a more appropriate time during the current Covid-19 Pandemic.

The Agreement is in compliance with County contracting policies and procedures, as set forth by your Board.

Board Policy No. 5.100 requires written notice to the Board of a department's intent to enter into sole source negotiations. Notification was sent on May 27, 2022.

County Counsel has reviewed and approved the Agreement as to form.

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

Approval of this request will allow tissue collection to continue, for distribution to patients in County hospitals or in hospitals throughout the community who are in immediate need, and for scientific purposes.

This Agreement will also allow the DMEC to prepare a solicitation for the future contracting of this service.



**CONCLUSION**

When approved, the Executive Office, Board of Supervisors is requested to return one signed copy of the approved Board Letter to the Department of Medical Examiner-Coroner.

Sincerely,

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Jonathan R. Lucas, M.D.  
Chief Medical Examiner-Coroner

# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	8/31/2022	
<b>BOARD MEETING DATE</b>	9/13/2022	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff's Department	
<b>SUBJECT</b>	Board approval of Sole Source Amendment Number Twelve to Agreement Number 77655 with Public Communications Service, Inc. (PCS) to extend the Agreement for eighteen months, plus a six-month option period, in any increment. The Amendment will ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities while the Department completes its solicitation for a successor contract that will include the ability to modify the contract to allow for future program, cost and revenue changes.	
<b>PROGRAM</b>	Inmate Telephone System (ITS) and Services	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The Amendment will ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities as required by law, while the Department continues developing a competitive solicitation for a successor contract.	
<b>DEADLINES/ TIME CONSTRAINTS</b>	The current contract expires on October 31, 2022.	
<b>COST &amp; FUNDING</b>	Total cost: This is a revenue sharing agreement.	Funding source: This is a revenue sharing agreement.
	TERMS (if applicable): Extend the term of the Agreement for eighteen months through April 30, 2024, plus a six-month option period, exercisable in any increment, through October 31, 2024.	
<b>PURPOSE OF REQUEST</b>	Extension of the Agreement will allow for uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities, while the Department continues the development of a RFP solicitation.	
<b>BACKGROUND (Include internal/external issues that may exist including any related motions)</b>	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 Inmate Telephone System (ITS) and Services with PCS.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: • Irma Santana, Contracts Manager, 213-229-3264, <a href="mailto:ISantan@lasd.org">ISantan@lasd.org</a> • Captain Matthew Vander Horck, Inmate Services Bureau, 323-526-5310, <a href="mailto:MSVander@lasd.org">MSVander@lasd.org</a>	

September 13, 2022

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER TWELVE 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 Probation Department (Probation) are seeking the Board's approval of Sole Source Amendment Number Twelve (Amendment) to Agreement Number 77655 (Agreement) with Public Communications Services, Inc. (PCS) to extend the Agreement for eighteen months, plus a six-month option period, in any increment. The Amendment will ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities while the Department completes its solicitation for a successor contract that will incorporate language to facilitate the implementation of future policy changes that could potentially impact programming, billing rates and methods, and revenue sharing.

**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) extend the Agreement for

eighteen months through April 30, 2024, plus a six-month option period, exercisable in any increment, through October 31, 2024.

2. Delegate authority to the Sheriff, or his designee, to execute an amendment to the Agreement to exercise the additional six-month option period in any increment, provided it is the best interest of the County.
3. Delegate authority to the Sheriff, or his designee, to terminate the Agreement with 30 days written notice to PCS.

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

The Agreement will expire on October 31, 2022. On April 27, 2022, 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 six-month option period, to ensure uninterrupted telephone services for incarcerated adults and juveniles within the Department's and Probation's facilities. Pursuant to a recommendation from the office of the Chief Executive Officer (CEO) to proceed with a solicitation using the billing rates recently mandated by the Federal Communication Commission (FCC) and the California Public Utilities Commission (CPUC), and using the existing tiered revenue sharing structure based upon the new billing rates the Department has determined that an eighteen-month Agreement extension, plus a six-month option period exercisable in any increment, is required to modify the solicitation documents and the sample contract, complete the solicitation process, negotiate and execute a successor contract, and allow for a transition period. Approval of the recommended actions will ensure uninterrupted telephone service for adults and juveniles incarcerated within the Department's and Probation's 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, if all options were exercised.

On September 26, 2013, the 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 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 thirty (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 Custody and Detention Facilities, other than those made to an attorney or public defender telephone number, including 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 (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 (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 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 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, 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 & 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 from Pitchess Detention Center and Lancaster Station to Walnut Station and Norwalk 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.

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.

During 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 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 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 to 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. Including electronic tablets within the ITS is expected to assist with Department of Justice compliance by providing an additional platform for inmates to submit service requests and grievances, and for 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 the delivery of educational services 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 for improving the likelihood of successful community reentry.

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 Justice Deputies 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 Motion 13 (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). The Motion required the Department, the Office of Inspector General, Internal Services Department, and the 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 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 (Item No. 4-E / Supplemental Agenda of October 5, 2021)), which was a follow-up to the May 18, 2021, Board Motion 13. 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 in the Probation Department's 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 an option to replace and upgrade infrastructure and equipment and 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 Guarantee of \$15 million to the Department and \$59,000 to Probation, 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.

The Department has determined that an eighteen-month Agreement extension, plus a six-month option period exercisable in any increment, is required to modify the solicitation documents accordingly, and to 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**

This is a revenue sharing Agreement. In October 2021 under Amendment Number Ten, the County's commission changed to a tiered revenue sharing structure whereby the Inmate Welfare Fund (IWF) receives a minimum percentage of PCS's call revenue, excluding applicable, taxes for each month when the following thresholds are met:

- 40 percent of PCS's call revenue when billed minutes are below 9,562,500
- 45 percent of PCS's call revenue when billed minutes are between 9,562,501 and 22,950,000; and
- 60 percent of PCS's call revenue when billed minutes are greater than 22,950,001

The telephone calling rates will remain consistent with CPUC Rulemaking (20-10-002), which have been established as follows:

- \$0.07 per minute for all intrastate and interstate calls, \$0.05 per minute for speed dial calls to designated County entities,
- \$0.14 per minute for international calls plus authorized pass-through charges for international calls, and
- Limits Third-Party Financial Transaction Fees up to \$6.95, per transaction

Revenue generated from the Agreement is deposited by the Department into the IWF and used for various educational, rehabilitative, and recreational programs, and for other projects that benefit the incarcerated population. Probation calls under this Amendment will continue to be provided free of charge to juveniles housed in Probation's 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 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 Chief Executive Office requirements, including Jury Service Program, Safely Surrendered Baby Law, and 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 revenue sharing contract that will be structured to facilitate future program changes that shift the cost of calls to the County and eliminates sharing revenue with the IWF.

### **CONCLUSION**

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

Sincerely,

Reviewed by,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

ADOLFO GONZALES  
CHIEF PROBATION OFFICER

AV:TKM:arv  
(Fiscal Administration – Contracts Unit)

Board of Supervisors, Justice Deputies  
Celia Zavala, Executive Officer, Board of Supervisors  
Fesia Davenport, Chief Executive Officer  
Sheila Williams, Senior Manager, Chief Executive Office (CEO)  
Rene Phillips, Manager, CEO  
Jocelyn Ventilacion, Principal Analyst, CEO  
Anna Petrosyan, Analyst, CEO  
Dawyn R. Harrison, Acting County Counsel  
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit  
Michele Jackson, Principal Deputy County Counsel, Legal Advisory Unit  
Adolfo Gonzales, Chief Probation Officer  
Daniel Sahagun, Supervising Program Analyst, Probation  
Timothy K. Murakami, Undersheriff  
John L. Satterfield, Chief of Staff, Office of the Sheriff  
Brendan J. Corbett, Assistant Sheriff  
Jorge A. Valdez, Chief of Staff  
Conrad Meredith, Division Director, Administrative Services Division (ASD)  
Glen C. Joe, Assistant Division Director, ASD  
Matthew Vander Horck, Captain, Inmate Services Bureau  
Dave E. Culver, Assistant Director, Fiscal Administration, Contracts Unit  
Alan Liu, Lieutenant, Inmate Services Bureau  
Erica Nunes, Sergeant, Inmate Services Bureau  
Adam R. Wright, Sergeant, ASD  
Irma Santana, Contracts Manager, Contracts Unit  
Kristine D. Corrales, Deputy, ASD  
Abby Valdez, Senior Contract Analyst, Contracts Unit  
(Contracts - Inmate Telephone Services 09-13-22)

**AMENDMENT NUMBER TWELVE 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 Twelve ("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, the Agreement currently expires on October 31, 2022; and
- W. WHEREAS, County and Contractor agree to extend the Term of the Agreement for eighteen months, from November 1, 2022, through April 30, 2024, plus an additional six-month option period, exercisable in any increment.

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:



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1. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for eighteen months, from November 1, 2022, through April 30, 2024, plus an additional six-month option period, in any increment:

**7. TERM**

- 7.1 The Term of this Agreement shall be from November 1, 2011, through and including April 30, 2024, 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 six months, in any increment, for a maximum total Agreement Term not to exceed thirteen (13) years. Such extension shall be in the form of an Amendment executed by both parties in accordance with Subparagraph 6.2.4 above.
  - 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 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. Except as expressly provided in this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
3. 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: \_\_\_\_\_  
ALEX VILLANUEVA, SHERIFF

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

PUBLIC COMMUNICATIONS  
SERVICES, INC.

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

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

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

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

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By: Approval on File  
Michele Jackson  
Principal Deputy County Counsel