



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Sheriff
Department No.: 032
For Agenda Of: April 1, 2014
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Sheriff's Office Bill Brown (Ext. 4290)
Contact Info: Lieutenant Tim McWilliams (Ext. 4047)

SUBJECT: Inmate Calling Solutions Contract Extension

County Counsel Concurrence

As to form: Yes

Other Concurrence: N/A

As to form: N/A

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

- a) That the Board of Supervisors authorize the Sheriff to enter into a contract extension on behalf of the County of Santa Barbara with Inmate Calling Solutions (ICSolutions) for the period from December 06, 2013 to December 05, 2014.
- b) Find that the proposed actions do not constitute a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to 14 CCR 15378(b)(5), in that they are government administrative activities that will not result in direct or indirect changes to the environment.

Summary Text:

This is a revenue contract, whereby ICSolutions installs, maintains and collects revenue from the use of telephones in the Custody Facility. The Sheriff's Office receives a commission on the sales of telephone services, which is placed into the Inmate Welfare Fund (Fund 0075) for the benefit of inmates.

On December 06, 2010, the Santa Barbara County Sheriff's Office entered into a contractual agreement with Inmate Calling Solutions through December 05, 2013 with two additional one (1) year terms. Upon exercising the extension option, all terms and conditions, requirements and specification of the Agreement are to remain the same and apply during the renewal terms. On August 1, 2011, the Santa Barbara County Sheriff's Office developed the first amendment to the contract with ICSolutions redefining and replacing three specific areas of the contract:

- A. Item 4.1.7 of Section 4.1 – Collect, Pre-Paid and Debit – Identifies specific area of contract for definition of compensation.
- B. Item 4.1.8 of Section 4.1 – Collect, Pre-Paid and Debit – Changes paying invoicing date from 30 days to paying on or before the fifth business day following the month of traffic.
- C. Item 9.6 of Section 9 – Pre-Paid or Debit Application – Identifies a time frame for ICSolutions to declare an account as inactive and shall make reasonable efforts to return monies to appropriate party redefining three specific sections of the contract.

Background:

The Sheriff's Office, Custody Division has maintained inmate telephone privileges for many years. Vendors contracted to provide telephone services for persons incarcerated in the County Jail, must provide all inside wiring for the inmate telephones and install the inmate telephones, the related hardware, and software/firmware to enable inmates to make auto-collect local and long distance, pre-paid local and long distance, and/or debit local, long distance and international calls. The vendor collects the revenue from the sales of prepaid cards and the use of the telephone system. The Sheriff's Office receives a commission on the sales incurred, which is placed into the Inmate Welfare Fund (Fund 0075). The money deposited in the Inmate Welfare Fund must be expended by the Sheriff primarily for the benefit, education and welfare of the inmates confined within the jail.

An example of this is the Sheriff's Treatment Program, which is entirely funded through the Inmate Welfare Fund.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

This is a revenue generating contract only. The Sheriff's Office Inmate Welfare Fund receives a portion of the revenue generated by the calls made by the inmates. Annual revenues to the Inmate Welfare Fund vary between \$500,000 and \$600,000 per year. This constitutes about 50% of the revenue for the Inmate Welfare Fund.

Special Instructions:

Clerk of the Board, Please send an executed copy of the Second Amendment to the Sheriff's Office, Attention Cathy Dorsey.

Attachments:

Second Amendment of contract between Santa Barbara County and Inmate Calling Solutions, LLC.
Copy of Original contract
Copy of First Amendment

Authored by:

Tim McWilliams, Custody Lieutenant
Santa Barbara County Sheriff's Office
Custody Support Division

cc: