



City Council Staff Report

DATE: March 25, 2009

CONSENT AGENDA

SUBJECT: RENEW AGREEMENT INMATE COMMUNICATIONS CORP. TO TO
PROVIDE TELEPHONES IN JAIL

FROM: David Ready, City Manager

BY: Palm Springs Police Department

SUMMARY

On October 14, 2005 Council approved a four year contract with Inmate Communications Corporation to provide telephones in the jail. The contract expires on March 31, 2009 and needs to be renewed.

RECOMMENDATION:

1. Approve the Contract Services Amendment to extend the contract for an additional four years.
2. Authorize the City Manager to execute all necessary documents.

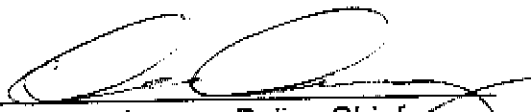
STAFF ANALYSIS:

The Police Department has using Inmate Communications Corp. to provide phones for the jail. The City does not realize any expense to install or maintain the equipment, and for the past four years the City has received 35% of the gross monthly revenue the system generates. The City has received almost \$15,000 over the past four years that is used for other areas in the jail. This amendment will increase the percentage from 35% to 37%, and the vendor has agreed to install a TDD device at no charge.

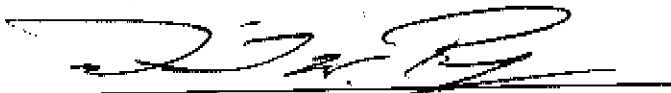
FISCAL IMPACT:

There is no cost to the City for this service, and the income is approximately \$3,500 annually.

ITEM NO. 2.Q.



David G. Dominguez, Police Chief



David H. Ready, City Manager

Attachments: Amendment To Contract Services Agreement

**FIRST AMENDMENT TO
CONTRACT SERVICES AGREEMENT
PALM SPRINGS CITY JAIL
(INMATE TELEPHONE SERVICE)
ORIGINALLY DATED OCTOBER 14, 2005**

This First Amendment To Agreement (Amended Agreement) made and entered into this 25th of March, 2009, by and between the CITY OF PALM SPRINGS, a charter city and California municipal corporation (City) and INMATE COMMUNICATIONS CORPORATION, a California corporation (Contractor) is a First Amendment to the Contract Services Agreement between the parties originally dated October 14, 2005 (Original Agreement).

RECITALS

WHEREAS, City has determined to continue receiving the services set forth in the Original Agreement from Contractor; and

WHEREAS, Contractor is willing to continue to provide said services.

NOW THEREFORE, in consideration of the promises and mutual agreements contained herein, the parties agree as follows:

FIRST AMENDED AGREEMENT

1.0 CONTINUATION OF ORIGINAL AGREEMENT

- 1.1 The Original Agreement is scheduled to terminate on March 31, 2009.
- 1.2 April 1, 2009 shall be the Renewal Date.
- 1.3 The parties agree that the Original Agreement shall continue in full force and effect on and after the Renewal Date unchanged except as amended hereby.

2.0 TERM

- 2.1 The Original Agreement shall continue for an additional four (4) years and shall under this Amended Agreement now terminate on March 31, 2113, unless terminated earlier pursuant to the provisions therein.

3.0 SCHEDULE OF COMPENSATION

3.1 In consideration of this Amended Agreement, the Schedule of Compensation attached to the Original Agreement as Exhibit B shall be modified as of the Renewal Date such that the commission shall equal 37% of the "Monthly Gross Billable Revenue" as that term is used in the Original Agreement.

3.2 As further consideration, Contractor shall provide City with a TDD device to assist the hearing impaired in making phone calls from the jail. This shall become the property of the City.

4.0 CONTINUING EFFECT OF THE AGREEMENT

4.1 Except as expressly provided in this First Amendment, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amended Agreement as of the date first written above.

CITY

CITY OF PALM SPRINGS, a charter city and California municipal corporation

By: _____

City Manager

By: _____

Police Chief

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

CONTRACTOR

INMATE COMMUNICATIONS CORP, a California corporation

By: _____

STEPHEN A. EDWARDS, President