

FILED

JUN 9 - 2004

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TRINITY
BY: DONNA REGNANI, DEPUTY CLERK**

DR

**TRINITY COUNTY GRAND JURY
2003-2004**

**JUDICIAL COMMITTEE
FINAL REPORT**

REVIEW OF PUBLIC DEFENDERS

**This report was approved
on May 10, 2004**

**2003-2004 TRINITY COUNTY GRAND JURY
JUDICIAL COMMITTEE
FINAL REPORT**

REVIEW OF PUBLIC DEFENDERS

PURPOSE:

The Grand Jury is charged with reviewing county government.

BACKGROUND:

Trinity County has a constitutionally mandated responsibility to provide legal services for indigent criminal defendants. On November 1, 2003 a new contract for Public Defender services was entered into with Derrick W. Riske, James H. Dippery Jr., Joanna R. Correll, and Elizabeth W. Johnson, Attorneys at Law for the period November 1, 2003 through October 31, 2006. Samuel D. Kylo Attorney at Law provides indigent misdemeanor legal services under a separate contract through John A. Baker and Associates, a Professional Law Corporation. The contract was written by the Trinity County Counsel and was based on reviews of Public Defender contracts in other counties, the California Public Defender' Association recommendations, and the National Legal Aid & Defender Association Model Contract.

Prior to the Trinity County Board of Supervisors approving the contract, Requests for Proposals (RFP) with a well defined scope of work to be performed were solicited statewide. The RFP looked for the contractors ability to provide competent service at a reasonable cost without requirement for acceptance of the lowest bid.

METHOD OF INVESTIGATION:

Members of the Grand Jury Judicial Committee conducted interviews with a local Superior Court Judge, the County Counsel, two Public Defender contractors, and inmates in the County Jail. Documents were reviewed, including past and present contracts and amendments, quarterly caseload statistics, the National Legal Aid & Defender Association Model Contract, and surveys from other California counties.

FINDING #1:

At the present time all attorneys working under the Public Defenders contract are residents of Trinity County, and are geographically accessible to their clients and client families. In the past some attorneys were hired from out of the area. This situation can cause undue hardship for all involved.

RECOMMENDATION #1:

All future Public Defender contracts should attempt to retain the services of local attorneys, and future contracts should continue to require attorneys maintain a local office.

FINDING #2:

The current contract makes provision for yearly attorney evaluations by the County Counsel, County Administrative Officer, and the Judges of the Superior Court, to ensure the performance requirements outlined in the contract are being met. The previous contract had the same provision without the inclusion of the judges, and evaluations have been conducted on an informal basis.

RECOMMENDATION #2:

The attorney evaluations (as stated in the current agreement) should be conducted on a yearly basis with a resultant written report. These reports should be kept on file and made available to interested parties with legal justification for such access.

FINDING #3:

Under the current system the only avenue a detainee has to contact their court appointed attorney is via a collect phone call from the jail. These calls are not reimbursable to the attorneys. Because of the outrageously high charges levied on these calls, both attorneys interviewed have adopted a policy of not accepting collect calls from their in-custody clients. The lack of communication requires the attorneys make a trip to the jail when a short telephone call would have sufficed.

RECOMMENDATION #3:

Previously a local phone line existed in the jail for attorney contact. Funds from the Inmate Welfare Fund should be used to reestablish a dedicated phone line for inmate-attorney contact. If a direct line is not possible attorneys should be reimbursed for the calls from inmates.

CONCLUSION:

When compared to other counties statewide, Trinity County Public Defender per capita costs and caseload numbers seem reasonable. The Public Defenders and Courts appear to have a good working relationship and a history of cooperation. Clients interviewed were generally satisfied with their attorneys. Attorney performance is not easily evaluated in part because of client confidentiality, and the inclusion of Judicial oversight in the yearly evaluations provides firsthand knowledge of attorney performance to help ensure clients are receiving competent representation.

RESPONSES REQUIRED:

<u>ENTITY</u>	<u>FINDING</u>	<u>RECOMMENDATION</u>	<u>RESPOND IN</u>
TRINITY COUNTY COUNSEL	1, 2, 3	1,2, 3	60 Days
TRINITY COUNTY BOS	1, 2, 3	1, 2, 3	90 Days
TRINITY COUNTY CAO	(Implementation of recommendations)		60 Days
TRINITY COUNTY SHERIFF	3	3	60 Days

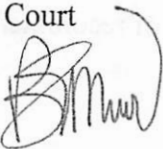


RECEIVED
JUL 29 2004
TRINITY COUNTY
SUPERIOR COURT

TRINITY COUNTY

BRIAN E. MUIR, COUNTY AUDITOR-CONTROLLER
DAVID NELSON, CHIEF DEPUTY AUDITOR-CONTROLLER
P.O. BOX 1230, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1317 FAX (530) 623-1323

TO: The Honorable Anthony Edwards,
Presiding Judge of the Superior Court

FROM: Brian Muir, Auditor/Controller 

CC: Kelly Frost, Deputy Clerk to the Board of Supervisors

SUBJECT: Response to Recommendations of 2003-04 Grand Jury Judicial Committee Report
re: Review of Public Defenders

DATE: July 2, 2004

The Grand Jury Judicial Committee has requested a written response regarding implementation of recommendations in their final report on Review of Public Defenders. In my capacity as Auditor/Controller performing the duties of County Administrative Officer my response is as follows:

Finding #1: At the present time all attorneys working under the Public Defenders contract are residents of Trinity County, and are geographically accessible to their clients and client families. In the past some attorneys were hired from out of the area. This situation can cause undue hardship for all involved.

Recommendation #1: The recommendation has been implemented. The County attempts to retain the services of local attorneys. However, other considerations such as qualifications and cost to the County take precedence in evaluating potential public defenders. Future contracts will continue to require public defenders to maintain a local office.

Finding #2: The current contract makes provisions for yearly attorney evaluations by the County Counsel, County Administrative Officer, and the Judges of the Superior Court, to ensure the performance requirements outlined in the contract are being met. The previous contract had the same provision without the inclusion of the Judges, and evaluations have been conducted on an informal basis.

Recommendation #2: The recommendation will be implemented in part. Public defenders will be evaluated as set forth in their contracts. However, as with other contracts, no

written report of the monitoring will be created for the file due to the time that would be required and the resulting cost.

Finding #3: Under the current system the only avenue a detainee has to contact their court appointed attorney is via a collect phone call from the jail. These calls are not reimbursable to the attorneys. Because of the outrageously high charges levied on these calls, both attorneys interviewed have adopted a policy of not accepting collect calls from their in-custody clients. The lack of communication requires the attorneys make a trip to the jail when a short telephone call would have sufficed.

Recommendation #3: The recommendation will be implemented. The Sheriff is currently negotiating a contract with a new vendor to provide telephone service to inmates in the Jail. The contract will provide free telephone calls from inmates to public defenders.

BM:wt



TRINITY COUNTY SHERIFF'S DEPARTMENT

P.O. BOX 1228, WEAVERVILLE, CA 96093 Phone: (530) 623-2611

LORRAC CRAIG, Sheriff

**To: The Honorable Anthony C. Edwards
Presiding Judge of the Superior Court**
From: Sheriff Lorrac Craig
**Subject: Response to Recommendations of 2003-2004
Grand Jury Judicial Committee
Final Report (Public Defenders)**
Date: November 23, 2004

The Grand Jury Judicial Committee has requested a written response to their final report on the Public Defender review. In my capacity as Sheriff, my response is as follows:

Finding #3: Public Defender/Inmate Client phone costs

Response: Agree

Recommendation #3: Implemented

A new inmate phone system has been installed in the jail. As a part of that contract, phone calls to local Public Defenders will be at no cost to the Attorney or the inmate welfare fund. The costs are absorbed by the vendor.



TRINITY COUNTY
OFFICE OF THE COUNTY COUNSEL
JEANETTE PALLA, COUNTY COUNSEL
DAVID R. HAMMER, DEPUTY COUNTY COUNSEL
P.O. BOX 1428, WEAVERVILLE, CALIFORNIA 96093-1428
PHONE (530) 623-1382 FAX (530) 623-1365

RECEIVED
AUG - 4 2004
TRINITY COUNTY
SUPERIOR COURT

TO: The Honorable Anthony C. Edwards,
Presiding Judge of the Superior Court

FROM: Jeanette Palla, Trinity County Counsel JP

CC: Kelly Frost, Deputy Clerk of the Board

SUBJECT: Response to Recommendations of 2003-04
Trinity County Grand Jury Report of the Judicial Committee-
Review of Public Defenders

DATE: August 3, 2004

The Grand Jury Judicial Committee has requested a written response to their final report on the Review of Public Defenders. In my capacity as County Counsel, my response is as follows:

Finding #1: At the present time all attorneys working under the Public Defenders contract are residents of Trinity County, and are geographically accessible to their clients and client families. In the past some attorneys were hired from out of the area. This situation can cause undue hardship for all involved.

Response: I agree that, all other things being equal, a Public Defender with a history of living and working in Trinity County is preferable to one newly transplanted to the area. It is desirable to provide work for local citizens with a stake in our community. More importantly, a Public Defender who knows the people and places of our County may do a more effective job in evaluating witness statements, crime reports and in selecting a jury.

Recommendation #1: All future Public Defender contracts should attempt to retain the services of local attorneys, and future contracts should continue to require attorneys maintain a local office.

Response: Future contracts will require attorneys to maintain a local office. I expect that efforts to recruit local attorneys will continue to be made.

Finding #2: The current contract makes provision for yearly attorney evaluations by the County Counsel, County Administrative Officer, and the Judges of the Superior Court to ensure the performance requirements outlined in the contract are being met. The previous contract had the same provision without the inclusion of the Judges, and evaluations have been conducted on an informal basis.

Response: I do not agree that this finding accurately sets forth the history of these contracts. Previous Public Defender contracts for 1999-2003 include the Judges in the evaluation process.

Recommendation #2: The attorney evaluations (as stated in the current agreement) should be conducted on a yearly basis with a resultant written report. These reports should be kept on file and made available to interested parties with legal justification for such access.

Response: The current contract does not require a written report on attorney evaluations.

Although Contractor evaluation reports made by State agencies are exempt from disclosures under the California Public Records Act, there does not appear to be such an exemption for parties to a contract with a County or other local agency. If written evaluation reports were required, there is no reason that such reports could not be made available to the public.

Finding #3: Under the current system the only avenue a detainee has to contact their court appointed attorney is via collect phone call from the jail. These calls are not reimbursable to the attorneys. Because of the outrageously high charges levied on these calls, both attorneys interviewed have adopted a policy of not accepting collect calls from their in-custody clients. The lack of communication requires the attorneys to make a trip to the jail when a short telephone call would have sufficed.

Response: It is true that service providers willing to provide collect phone call facilities from jails and prisons have historically commanded high prices. It is agreed that a system compelling Public Defenders to visit their clients in jail, instead of talking to them on the phone, is inefficient.

Recommendation #3: Previously a local phone line existed in the jail for attorney contact. Funds from the Inmate Welfare Fund should be used to reestablish a dedicated phone line for inmate-attorney contact. If a direct line is not possible attorneys should be reimbursed for the calls from inmates.

Response: The situation has been alleviated by the adoption of a contract with a new service provider, T-NETIX. Not only does this new service provide free phone calls to inmates' attorneys, but the service provider agreed to maintain and repair the telephones. This is expected to provide a financial benefit to the County as phones in jails are sometimes vandalized or damaged, leaving the County to fund the repair if no other provisions have been made. A copy of the new contract is attached.

JP:sp
Enc.

cc'd Alud + GS

CONTRACT NUMBER	BDS
2004-280	GS
COUNTY ORIGINAL	

T-NETIX®

AGREEMENT FOR INMATE TELEPHONE SERVICE C04-18

This Agreement for Inmate Telephone Service (the "Agreement") is entered into as of June 1, 2004, (the "Effective Date") by and between Trinity County, California ("Client"), and T-NETIX, Inc., ("T-NETIX"). T-NETIX and Client are sometimes referred to individually herein as a "Party" and jointly as the "Parties".

1. Scope.

1.1 Client hereby authorizes T-NETIX to provision telephones, equipment and services (the "System") for the following services ("Call" or "Calls"): local, interLATA, interstate, and/or international and/or prepaid calling telephone services from inmate telephones at Client's designated facility(ies) as set forth in Exhibit A attached hereto. During the term of this Agreement, T-NETIX shall be the exclusive provider of these services at Client's "Designated Facility" as shown on Exhibit "A".

2. Term.

2.1 The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for sixty (60) months until May 31, 2009. This Agreement will then renew automatically on a month-by-month basis unless either Party provides written notice to the other Party of its intent to terminate this Agreement ninety (90) days prior to the expiration of the term or any renewal term.

2.2 Notwithstanding 2.1 above, this agreement may be terminated by either party, and without further notice, if a party defaults in the performance of an obligation or materially breaches any of the terms or conditions of this agreement and fails to cure such default or breach within thirty (30) days after service of written notice upon them of such default or breach. Notice of such default or breach shall be given as set forth in Paragraph 9.1.

3. T-NETIX Products and Services.

3.1 T-NETIX shall install, at its sole cost and expense, the system and other equipment as required for the provisioning of Scope of inmate telephone service.

3.2 T-NETIX shall maintain the system in good condition at all times. All maintenance or repair work, which may be performed remotely or on site, shall be performed in such a manner as to minimize the disruption of inmate telephone service. Upon Client's written request, T-NETIX will make available

T-NETIX's standard post-installation training and training materials at no cost to Client.

4. System Features and Services.

4.1 The System will provide an automatic "on/off" feature. The System will have the capability of being monitored over a dedicated phone line to provide for on-line diagnostics and troubleshooting.

4.2 The System will provide for automatic billing and placing of collect calls without the need for conventional live operator services. T-NETIX will be responsible for all billing and collections of inmate calling but may contract with third parties to perform this function.

4.3 T-NETIX shall provide Client monthly detailed call records that are generated by the System. T-NETIX shall also retain such records at T-NETIX National Service Center for a minimum of three (3) years. This requirement to retain such records shall survive the termination of this agreement.

5. Property Rights and Confidentiality.

5.1 All components of the System including, but not limited to, computer workstation(s), central processing unit(s), proprietary software and inmate telephones and concentrators provided by T-NETIX, shall at all times remain the property of T-NETIX. Data placed on the T-NETIX proprietary software by Client shall remain the property of Client.

5.2 The Parties agree that T-NETIX's software and training materials, if identified as confidential, are confidential information ("Confidential Information"). Client will use the same prudent care to safeguard the Confidential Information as it uses for its own confidential information and will not use the Confidential Information for purposes other than those necessary to further the purposes of this Agreement.

5.3 Client will instruct its employees of the confidentiality restrictions set forth herein. Client will not disclose to third persons the Confidential

Information without the prior written consent of T-NETIX, unless required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity or legal process of any governmental entity and, in such event, Client will promptly notify T-NETIX of the exact nature and circumstances of such required disclosure.

6. Call Duration.

6.1 The System will have the capability to automatically limit the duration of each Call to a duration designated by T-NETIX and Client.

7. Use of Space; Right of Access.

7.1 Client shall make available to T-NETIX sufficient space within the Designated Facilities for the System and to allow for T-NETIX's performance of services as required herein. The space should have the appropriate heating, ventilation and air conditioning for the System. Prior to installation, T-NETIX will provide Client with specifications for such facilities and for the heating, ventilation and air conditioning.

7.2 Client shall afford T-NETIX personnel or contractors access to the System in order to perform services described herein. Reasonable security during access will be provided by Client.

8. Commissions.

8.1 Subject to the provisions of this Section 8, T-NETIX will pay Client a commission of thirty-three (33%) of gross billed revenues (excluding federal, state and local fees, taxes and surcharges) from completed Calls. Such fees, taxes and surcharges include, but are not limited to, Federal Universal Service Fund ("FUSF") amounts. In the event Client authorizes prepaid calling services, T-NETIX may be paid for such services through deductions from commissions.

8.2 Separate commission payments shall be payable on the 20th day of each month for the preceding month's call volume and shall be made payable to:

Client Name:

Inmate Welfare Fund
Trinity County CA Sheriff's Department
101 Memorial Drive
Weaverville, CA 96093
Attn: Sheriff Lorrac Craig

Trinity County Probation Department
333 Tom Bell Road
Weaverville, CA 96093
Attn: Chief Probation Officer Terry Lee

9. Notices.

9.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to Client at the address in Section 8.2 above and to T-NETIX as follows:

If to T-NETIX: T-NETIX, Inc.
Attention: President
2155 Chenault Dr., Suite 410
Carrollton, TX 75006
Telephone: (972) 236-1180
Fax: (972) 236-6977

with a copy to: T-NETIX, Inc.
Attention: Chief Legal Officer
2155 Chenault Dr., Suite 410
Telephone: (972) 236-1175
Fax: (972) 236-6978

or to such other address as either Party may designate from time-to-time in writing to the other Party.

9.2 Unless otherwise provided herein, notices shall be sent by (i) hand delivery, (ii) registered or certified U.S. mail, postage prepaid, (iii) commercial courier delivery service, or (iv) facsimile, and shall be deemed served or delivered (w) upon receipt at the address for notice specified above when hand delivered, (x) upon confirmation of sending when sent by facsimile, (y) when delivered after being sent by courier delivery service, or (z) five (5) days after deposit in the mail when sent by U.S. mail.

10. Indemnification. T-NETIX shall indemnify and hold Client harmless against all claims, demands and causes of action made against Client arising from damage to or destruction of property or injury to persons occurring as a result of the acts or omissions of T-NETIX, its officers, employees, subcontractors, or agents in furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement. In no event, however, will either Party be liable for punitive or consequential damages, even if notification has been given as to the possibility of such damages, including but not limited to, loss of

profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective Parties.

11. General. This Agreement shall be interpreted, construed and enforced pursuant to the laws of the State of California. If any term, covenant or condition contained herein shall be invalid or unenforceable to any extent and in any respect under any laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. This Agreement shall not be binding upon either Party until accepted in writing by an authorized representative of T-NETIX as indicated by the signature below. This Agreement may not be assigned or transferred to any other person or entity without the prior written mutual agreement of the Parties. Should T-NETIX assign this Agreement to any person acquiring all or substantially all of its assets or to any person or entity with or into which T-NETIX merges, Client may, at its option, terminate the agreement effective as of the date such assignment occurs. Should Client not exercise its option to terminate and desire to continue receiving the services provided pursuant to this Agreement, it is understood and agreed, that all terms and conditions hereof will be binding upon and inure to the assignee or merged surviving entity as though such entity was an original party to this Agreement. This provision shall be included in the document memorializing the transferring of T-NETIX's assets to such assignee or merged surviving entity.

12. Force Majeure. Neither Party will be liable to the other for delays or inability to perform their obligations if such failure results from a Force Majeure event, which will include any Acts of God, acts of governments, acts of terrorism, riots, wars, strikes, fires, weather, delays in transportation, shortages of materials, the unavailability of equipment or other matters beyond the reasonable control of the Party. Any such Force Majeure event will extend the time for such performance for a period equal to the period of delay; provided however, that the Party whose performance is prevented or delayed by such Force Majeure will take all reasonable steps to avoid or remove such

causes of nonperformance and will continue its performance whenever and to the extent such causes are removed.

13. Interest of Public Officials. No officer, agent or employee of the Client during their tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. Worker's Compensation. T-NETIX acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement. A copy of the certificates evidencing such insurance shall be provided to Client prior to commencement of work.

This Agreement is to be performed by employees subject to these provisions. A copy of the relevant prevailing wage is on file with the Department of Transportation, County of Trinity, PO Box 2490, Weaverville, California 96093. Copies will be provided upon request.

15. Nondiscriminatory Employment. In connection with the execution of this Agreement, T-NETIX shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status, disability or sexual orientation. This policy does not require the employment of unqualified persons.

16. Entire Agreement; Amendments. This Agreement represents the entire Agreement between the Parties with respect to the matters addressed herein and supersedes all prior negotiations, representations or agreements between the Parties, whether written or oral, on the subject matter hereof. This Agreement may not be amended, modified, altered, or rescinded except upon a written instrument designated as an amendment to this Agreement and executed by all Parties hereto.

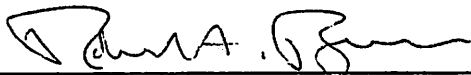
17. Exhibits. This Agreement includes Exhibits attached hereto as indicated below:

Exhibit A, Facilities; and
T-NETIX Proposal Dated May 14, 2004.

CLIENT

T-NETIX, Inc.

COUNTY OF TRINITY

By: 

~~Chair, Board of Directors~~

Robert A. Reiss, Chairman of the Board

ATTEST:

Clerk

By: 
Deputy

APPROVED AS TO LEGAL FORM

Fund:

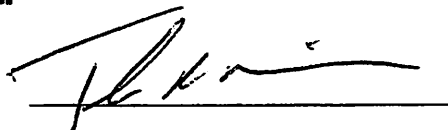
Organization:

Account:

By: 
County Auditor Counsel



Title: _____

Signature: _____



Printed Name: Thomas R Merriam

Title: EVP – Strategic Markets

APPROVED AS TO FORM	INITIAL		DATE	
CC	JP		7-13-04	
AUD			7/13/04	
CAO			7/14/04	

THE SYSTEM INSTALLED AT THE SITE MAY HAVE THE CAPACITY TO RECORD INMATE PHONE CALLS AND/OR ALLOW CORRECTIONAL OFFICERS TO MONITOR INMATE PHONE CALLS. BY PROVIDING EQUIPMENT HAVING EITHER OR BOTH OF THESE CAPABILITIES, T-NETIX MAKES NO REPRESENTATIONS AS TO THE LEGALITY OF RECORDING OR MONITORING INMATE TELEPHONE CALLS.

EXHIBIT A

1. Facility Name & Address: Trinity County Sheriff's Office
101 Memorial Drive
Weaverville, CA 96093

Trinity County Juvenile Probation Department
333 Tom Bell Road
Weaverville, CA 96093

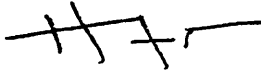
(ATTACHMENTS NOT INCLUDED - SEE ORIGINAL COUNTY CONTRACT)



RECEIVED
SEP 10 2004
TRINITY COUNTY
SUPERIOR COURT

TRINITY COUNTY

BOARD OF SUPERVISORS
P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093
PHONE (530) 623-1217 FAX (530) 623-8365

TO: Honorable Anthony Edwards 

FROM: Trinity County Board of Supervisors

SUBJECT: Response to 2003-04 Trinity County Grand Jury Judicial Committee Final Report. "Review of Public Defenders".

DATE: Sept. 7, 2004

The Trinity County Grand Jury has requested a written response to the Judicial Committee's final report regarding "Review of Public Defenders".

Finding #1: At the present time all attorneys working under the Public Defenders contract are residents of Trinity County, and are geographically accessible to their clients and clients families. In the past some attorneys were hired from out of the area. This situation can cause hardship for all involved.

Recommendation #1: All future Public Defenders contracts should attempt to retain the services of local attorneys. And future contracts should continue to require attorneys maintain a local office.

Response: The recommendation has been implemented. Trinity County attempts to retain the services of local attorneys. All things being equal that is our preference, however, qualifications and cost to County should also be evaluated. Future contracts will continue to require Public Defenders to maintain a local office.

Finding #2: The current contract makes provision for yearly attorney evaluations by the County Counsel, County Administrative Officer, and the Judges of the Superior Court, to ensure the performance requirements outlined in the contract are being met. The previous contract had the same provision without the inclusion of the Judges, and evaluations have been conducted on an informal basis.

Recommendation #2: The attorney evaluations (as stated in the current agreement) should be conducted on a yearly basis with a resultant report. These reports should be kept on file and made available to interested parties with legal justification for such access.

Response#2: The recommendation will be implemented in part. Yearly evaluations will be performed as set forth in their contracts. However, as with other contracts, no written report will be created for the file. If it is determined, in the future, that State law requires a written report be provided; there is no reason that such reports could not be made available to appropriate parties.

Finding #3: Under the current system the only avenue a detainee has to contact their court appointed attorney is via a collect phone call from jail. These calls are not reimbursable to the attorneys. Because of the outrageously high charges levied on these calls, both attorneys interviewed have adopted a policy of not accepting collect calls from their in-custody clients. The lack of communication requires the attorney make a trip to the jail when a short telephone call would have sufficed.

Recommendation #3: Previously a local phone line existed in the jail for attorney contact. Funds from the Inmate Welfare Fund should be used to reestablish a dedicated phone line for inmate-attorney contact. If a direct line is not possible, attorneys should be reimbursed for the calls from inmates.

Response #3: The recommendation will be implemented. The Sheriff is currently negotiating a contract with a new vendor to provide telephone service to inmates in the jail. The contract will provide free telephone calls from inmates to public defenders.