

COUNTY OF FRESNO

ADDENDUM NUMBER: ONE (1)

RFP NUMBER: 915-5281

INMATE TELEPHONE & VIDEO VISITATION SERVICES

July 24, 2014

PURCHASING USE

ssj

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IMPORTANT: SUBMIT PROPOSAL IN SEALED PACKAGE WITH PROPOSAL NUMBER, CLOSING DATE AND BUYER'S NAME MARKED CLEARLY ON THE OUTSIDE TO:

COUNTY OF FRESNO, Purchasing
4525 EAST HAMILTON AVENUE, 2nd Floor
FRESNO, CA 93702-4599

CLOSING DATE OF PROPOSAL WILL BE AT 2:00 P.M., ON AUGUST 25, 2014.

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL PURCHASING TIME CLOCK READS 2:00 P.M.

All proposal information will be available for review after contract award.

Clarification of specifications is to be directed to: **Caleb J. Brooks, phone (559) 600-7124,**
e-mail cbrooks@co.fresno.ca.us, FAX (559) 600-7126.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR PROPOSAL NUMBER: 915-5281 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR PROPOSAL.

- The closing date of Proposal has been extended to August 25, 2014 at 2:00 P.M.
- Provided in this addendum are bidders questions and requests for clarifications from the pre-bid conference/site inspection and/or submitted prior to the questions period cut-off. County responses are provided following each question.

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFP 915-5281

COMPANY NAME: _____
(PRINT)

SIGNATURE: _____

NAME & TITLE: _____
(PRINT)

QUESTIONS AND ANSWERS

Q1. How many free on-site video visitations did Fresno County want to allow?

A1. Two (2) thirty minute visits per week will be allowed per inmate.

Q2. Where did Fresno County want to place the Video Visitation monitors?

A2. The Fresno County Sheriff's Office is interested in placing 13 monitors in the Main Jail, 6 in the North Annex Jail and 6 in the South Annex Jail; however, depending on the vendor and current facility structure this could change.

Q3. Clarify the Rights of Ownership per the RFP pg18?

A3. The vendor retains ownership of property (we only want data).

Q4. What is the length of retention for storage of the Video Visitation?

A4. The retention should be 30 days.

Q5. Can Fresno County explain the commissioned and non-commission rates?

A5. The potential for non-commissioned rates may be mandated in the near future. Consider and respond to any affect that this proposed bill may have upon your proposal to include rates of services (Assembly Bill (AB) 1876).

Q6. What languages are currently provided for the Inmate Information telephone system?

A6. English, Spanish, Hmong, Vietnamese, Loa, and Punjabi.

Q7. What are the current charges associated with VINES?

A7. Per VINE Services Agreement, the recurring fees for the VINE Services to the county jail will be \$61,246.80.

Q8. How many visiting telephones are in the facility?

A8. There are 114 set of visiting phones throughout all three (3) facilities.

Q9. What are the approved surcharges and fees for all call types that Legacy is charging and may not be directly reflected in the rates provided in the RFP?

*A9. There is a \$10.99 set up fee for the Family and Friends prepaid account.
There is a \$5.99 replenishing fee for the Family and Friends prepaid account.
There is a \$5.99 account closing fee for the Family and Friends prepaid account.*

Q10. Would the County be interested in a more efficient solution that integrates inmate information into the inmate calling platform and is accessible by both inmates and friends and family?

A10. Yes

ADDENDUM NO. One (1)
REQUEST FOR PROPOSAL NUMBER: 915-5281
July 24, 2014

Page 3

Q11. Will the chosen vendor be required to provide cabling for visitation phones?

A11. Yes.

Q12. Are visitation phones currently cabled and recorded?

A12. Yes.

Q13. Has the facility undergone and significant increases or decreases in ADP in the last 12 months?

A13. No.

Q14. Please provide ADP statistics by month for each of the last 12 months.

A14. *June 2013* *Avg ADP 2930*
 July 2013 *Avg ADP 2914*
 August 2013 *Avg ADP 2921*
 September 2013 *Avg ADP 2891*
 October 2013 *Avg ADP 2845*
 November 2013 *Avg ADP 2777*
 December 2013 *Avg ADP 2759*
 January 2014 *Avg ADP 2776*
 February 2014 *Avg ADP 2791*
 March 2014 *Avg ADP 2769*
 April 2014 *Avg ADP 2721*
 May 2014 *Avg ADP 2730*
 June 2014 *Avg ADP 2752*

Q15. Please provide the last 12 months of call traffic data broken out by all call type.

A15.

<i>Call Type</i>	<i>Call Count</i>	<i>Call Duration</i>
<i>Canada</i>	<i>115</i>	<i>1843</i>
<i>InterLata</i>	<i>25619</i>	<i>349642</i>
<i>IntraLata</i>	<i>84647</i>	<i>1294673</i>
<i>Local</i>	<i>442732</i>	<i>6316791</i>
<i>International</i>	<i>130</i>	<i>1155</i>
<i>Totals</i>	<i>578862</i>	<i>8313746</i>

Q16. Is there a connection charge in addition to the rates listed on page 26?

A16. No

Q17. Is there an additional fee to the family and friends for setting up a prepaid account?

A17. Yes, \$10.99 set up fee; \$5.99 replenish fee

Q18. Is there an additional fee to the family and friends for collect calling to a cell phone?

A18. No.

Q19. Is there an additional fee to the family and friends for refunds?

A19. Yes, a \$5.99 cancellation fee.

Q20. How many numbers can the family and friends put on the initial set up?

A20. Each number has to have its own Family and Friends number.

Q21. Please confirm the average stay for inmates or the number of inmates booked per year.

A21. See ADP statistics in #14 above.

Q22. Does the current inmate phone provider currently take any deductions from commission revenue, if so what are the deductions and how much?

A22. No deductions are taken out.

Q23. Please provide the list of current fees charged.

A23. The current rates are stated in the RFP. In addition to the rates, Legacy also has fees associated with their Friends and Family program. Those rates are as follows: Set up Fee: \$10.99; Replenish Fee: \$5.99; Cancellation Fee: \$5.99.

Q24. What is the average size of a monthly commission check received by the County? Can the County provide 24, or even 12 months of commission check amounts?

A24. Please see attached spreadsheet

Q25. How many visits are used on an average month?

A25. The monthly average is 9780 visits a month.

Q26. How many visits are paid-for visits in an average month?

A26. None.

Q27. How many tentative visits by bail bondsman and Public Defenders are expected in an average month?

A27. Unknown.

Q28. Should financial statements be submitted with the proposal? The Proposal Content Requirements lists that they should be included, but Section X line F states that financial information is to be provided after the RFP closes and to not provide with the proposal.

A28. Do not include with your proposal. The County may request them after the bid close, if necessary.

Q29. Can you provide the last 12 months of revenue broken out by Local, IntraLata, InterLata, Interstate, and International.

A29. See attached spreadsheet.

Q30. Can you please provide the annual amount of calls for each of the following languages: Hmong, Vietnamese, Loa, and Punjab?

A30. Currently records are not broken down by different languages.

Q31. How many visitation phones does Fresno County anticipate to be replace during the first year and subsequent years of the agreement?

A31. All 114 visiting phones should be replaced within the first year. All visiting phones should be replaced as needed thereafter.

Q32. How many inmates are booked per day? How long do they stay in booking?

A32. The average daily number of bookings is 121 and the average amount of time spent in booking is 4.5 hours.

Q33. Are there any monthly limits per inmate for Total Call Minutes?

A33. No limit.

Q34. Are there any limits per inmate for Personal Allowed Number (PAN) lists?

A34. No limit.

Q35. Please provide Monthly Call Details by Facility which shows the following for the last 12 months:

- **Collect Calls:** number of Calls, number of Minutes & Gross Revenue for Local, IntraLata, InterLata and Interstate call categories
- **Called Party Prepaid Calls:** number of Calls, number of Minutes & Gross Revenue for Local, IntraLata, InterLata and Interstate call categories
- **Prepaid PIN Debit Calls:** number of Calls, number of Minutes & Gross Revenue for Local, IntraLata, InterLata, Interstate and International call categories
- **Free Local Calls:** number of Calls & number of Minutes
- **Pro Per Calls:** number of Calls & number of Minutes for Local, IntraLata, InterLata, Interstate and International call categories

- **Any other type of Calling Options not listed above:** number of Calls, number of Minutes & Gross Revenue for Local, IntraLata, InterLata, Interstate and International call categories

A35. See Q&A #15 and attached revenue spreadsheet.

Q36. Please provide the monthly revenues and commissions paid for the last 12 months.

A36. See attached revenue spreadsheet.

Q37. Are any ICE inmates housed? If so, what is the average monthly number of ICE inmates?

A37. Yes. The monthly average of ICE inmates is 114.

Q38. Please provide visitation hours by facility.

A38. North Jail and South Jail are 0800-1800 hours daily. Main Jail is 0800-1515, 1900-2115 hours daily.

Q39. Please provide monthly visitation statistics for the last 12 months for all facilities.

A39. The monthly average is 9780 visits a month.

Q40. Please provide the VINE costs.

A40. See Q&A #7.

**Q41. What is the current amount of time for call recordings to be accessible online?
What is the current amount of time for call detail reports to be accessible online?
Please confirm these are the length of time required.**

A41. The call recordings and detail reports can be accessible online for 12 months. This is the amount of time desired.

Q42. Regarding the Leave-Behind Solution (page 30 of the RFP) that was discussed at the Vendor Conference, please provide clarification regarding the length of time the county requires it to be accessible.

A42. The Leave-Behind Solution should be easily accessible for seven (7) years for the audio recordings of the Inmate Telephone System.

Q43. Regarding the "limited number of 'free' on-site visits when using the video visitation" specified on page 27 of the RFP, please provide the exact number vendor is required to provide.

A43. 500 per week.

Q44. Please confirm the length of time for Video Visitation recordings storage requirements. At Vendor Conference, it was stated possibly 30 days.

A44. 30 days is the storage requirement.

Q45. Please provide the total number of evaluation points for each of the 3 categories on page 34: Cost, Capability and Qualifications and Management Plan.

A45. Proposals will not be rated on a points scale.

Q46. Please provide a list of the current fees that Legacy is charging in addition to the rates charged for inmate telephone calls.

A46. See Q&A #23.

Q47. How will the county evaluate each company's rate offer?

A47. The County is reviewing a rate service for our citizens/clients that allows a reasonable rate based upon our County's demographics. It is in the County's best interest to receive the lowest possible rates for inmates and their families while maintaining a high level of service.

Q48. How will the county evaluate each company's commission offer?

A48. The County is interested in maintaining our programs/services to inmates based upon our current commission rate of 56%, however, we would consider a different rate if services/hardware levels are increased. We are seeking the best overall offer.

Q49. How will the county evaluation each company's video visitation rate?

A49. The County is reviewing a rate service for our citizens/clients that allows a reasonable rate based upon our County's demographics. It is in the County's best interest to receive the lowest possible rates for inmates and their families while maintaining a high level of service.

Q50. How will the county evaluation each company's video visitation commission offer?

A50. A50. The County is interested in maintaining our programs/services to inmates based upon our current commission rate of 56%, however, we would consider a different rate if services/hardware levels are increased. We are seeking the best overall offer.

Q51. Please provide the exact number of visitation phones currently in place.

A51. There are 114 visitation units currently in place.

Q52. Please provide the exact number of TDD units are currently in place, per location.

A52. There are three (3) TDD units within the County Jail.

Q53. Please note the questions below regarding the following on page 3 of RFP:

"The Sheriff's Office will require the system to have the capability for on premise and off premise recording and monitoring of all inmate telephones."

Question: Can the county please clarify the purpose of the off and on premise requirement? Is this related to being able to pull recordings and monitor calls from both on site and off site locations?

A53. The off premise is for investigatory purposes so that authorized Law Enforcement can monitor and pull recordings as needed.

Q54. Please note the question below regarding the following on page 21 of RFP:

“The contractor will be required to install and maintain a turn-key telephone system for inmate use and other appurtenances within the County’s detention facilities. The system must be of an open architecture to allow ease of integration with existing or future systems that operate on either PC based networks, mainframes, or other platforms. The contractor must provide documentation as to the compatibility of their system.”

Question: What kind of documentation would the county require?

A54. The vendor should give a description of how their system will integrate with the Fresno Detention Facilities Jail Management System (Motorola/Offendertrak).

Q55. Who is your current Jail Management System Provider?

A55. Motorola/OffenderTrak done through our in-house IT Department.

Q56. Who is your current Commissary Provider?

A56. Canteen of Fresno.

Q57. Page13- Termination- Is your current contract with Legacy governed by this right?

A57. Yes.

Q58. Page 22 Item 1a- “The county would prefer an on-site technician Monday-Friday during normal business hours” Does Legacy currently provide such a technician?

A58. Yes.

Q59. In order to provide our best possible offer, it is very important to have historical call volume information for all call types. Call volume data is necessary to estimate costs as well as potential revenues. The current vendor has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide as much data as possible from the following chart:

A59. Below is the average per month. Revenue is on attached spreadsheet. Debit was changed to Credit.

Call Category	# of Calls Per Month	# of Minutes Per Month	Total Revenue Per Month
LOCAL – Collect	4379	524948	
INTRALATA – Collect	928	11223	
INTERLATA – Collect	1268	3989	
INTERSTATE – Collect	34	452	
LOCAL – Credit	6456	100516	
INTRALATA – Credit	1299	19632	
INTERLATA – Credit	521	6761	

INTERSTATE - Credit	103	1347	
International - Credit	2	24	
LOCAL – PrePaid Collect	14645	182074	
INTRALATA – PrePaid Collect	2824	41814	
INTERLATA – PrePaid Collect	807	10550	
INTERSTATE – PrePaid Collect	53	654	

Q60. Also, in order to help us evaluate call volumes and recognize additional revenue potential, it is very helpful to have the rates currently being charged to called parties under the current contract.

A60. All current rates are in the RFP.

Q61. Please provide a copy of the current inmate phone service agreement.

A61. Attached.

Q62. Please provide the commission percentage currently received on inmate telephone revenue, an average of monthly commissions received over the past year from the current vendor, and copies of commission statements (if available).

A62. Commission is currently 56% plus \$6,621.00 monthly. See spreadsheet for last 12 months of commission.

Q63. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

A63. Telephones should be new or in good working condition. Video visitation should also be in good working condition (refurbished, etc. is acceptable.)

Q64. Please provide the criteria and point schedule that will be used to evaluate and compare proposals. Will multiple people be involved in scoring the proposals? If so, which departments will be involved (e.g., finance, procurement, investigative personnel, etc.)?

A64. Proposals will not be rated on a point scale. The evaluation criteria are based on the strengths and weaknesses of each proposal to determine the best overall offer. The review team has a diverse background in finance, technology, law enforcement, administration, etc.

Q65. Is the inmate trust account managed through the commissary system or the Jail Management System or other system? If other, please specify

A65. The County's Jail Management System (JMS) is Motorola's OffenderTrak. JMS does manage the Inmates Trust Fund, which can be accessed to determine how much money is in the inmate's individual account. The Fresno County Sheriff's Office Business Office oversees the actual Inmate Trust Account.

Q66. The RFP requires that inmate phone vendors provide Collect, Prepaid and Debit calling options, and that we provide rates and commissions for Collect, Prepaid and Debit calling for evaluation purposes. Please confirm that these are the only types of calls required or allowed by the County.

A66. All of the above along with the single call payment by credit/debit card.

Q67. Some providers may offer other types of phone calls, outside of the traditional options of Collect, Prepaid, and Debit calling. These non-traditional types of calls may include but not be limited to single-call payment by credit/debit card, and text message billing for a single call via wireless carrier. Because these billing options do not fall into the traditional categories of Collect, Prepaid and Debit calling, the calls are often billed at a much higher rate than the rates approved by the County, and the revenue is often excluded from the commissionable gross revenue amount.

Please confirm that these types of billing options outside the required Collect, Prepaid and Debit options will not be allowed by the County.

Please confirm that these types of billing options outside the required Collect, Prepaid and Debit options will not be allowed by the County.

A67. See Q&A #66 (above). You can place it in the etc. box of the rate chart.

Q68. According to Requirement #15 on page 25 of the RFP, the County is requiring the vendor to all charges associated with VINE. What is the current cost for VINE and any anticipated costs during the life of the contract?

A68. Per VINE Services Agreement, the recurring fees for the VINE Services to the county jail will be \$61,246.80 per year

Q69. Are the TouchPay kiosks in the lobbies of each facility provided by the current phone vendor, or are the kiosks provided under a separate contract?

A69. They are under a separate contract.

Q70. In regards to the County's requirements for audited Financial Statements, if audited Financial Statements are available does the County want us to provide them with the proposal, or should we be prepared to provide them upon request? If audited Financial statements are required to be submitted with the proposal, we request that for privately held companies the confidentiality be protected under the Trade Secret protection outlined in the RFP.

A70. Be prepared to provide them upon request. Do not submit with your proposal.

Q71. During the walkthrough, it was noted that today there are approximately 77 phones that are used for "Inmate Information" Telephonic Requests only. In Requirement #13 on page 24 of the RFP, the County states that the telephone sets used for "Inmate Information" requests shall be separate from those telephones currently used to make outside calls. But the requirement also states that the "Inmate Information" system telephones shall be capable of being programmed by the user to schedule time for "Inmate Information" requests and regular use for outside calling. As an alternative, would the County like to have all phones capable of providing both inmate information and phone calling, or does the County prefer that these phones be separate as they are provided today?

A71. All Inmate Telephones and Inmate Information phones should be programmed the same. All should be allowed to make calls during Facility Telephone hours and all should provide "Inmate Information" during the Facility scheduled time.

Q72. Requirement #23 on page 29 of the RFP states that the County would like to have visitation phones upgraded to allow access to visitation records. How many visitation phone sets does the County have currently? Are they wired to the inmate telephone system for recording and monitoring today?

A72. There are 114 sets of visitation phones and they are all currently wired to the inmate telephone system for recording and monitoring.

Q73. Can the County please clarify where video visitation units are to be installed at the facilities?

A73. The Fresno County Sheriff's Office is interested in placing 13 monitors in the Main Jail, 6 in the North Annex Jail and 6 in the South Annex Jail.

Q74. Are the 77 Inmate Information phones mentioned in Requirement #13 on page 25 of the RFP included in the total phone count of 491 phones?

A74. Yes.

Q75. What additional equipment, besides inmate telephones, is the County requiring? Please fill out the following table with quantities required.

A75.

Equipment	Quantity
Pay phones	None
TDD/TTY devices	Three (3) TDD devices
Cart phones	One (1) cart phone
Hands-free phones	23 Hands Free
Cordless phones	None
Enclosures	None
Pedestals	None
Workstations with Printers	None
Laptops	None

- Q76. As we discussed during our Jail Site Visit July 9, you are under contract with Siemens by which they are providing visitation phones. I believe that it was Lieutenant Copher who indicated that his Department wants their new visitation phones to operate using PINs, in order to identify the inmate who is involved in the visitation. In order to accomplish this, the phones will need keypads, which the current Siemens phones do not have. Either your selected vendor will need to provide phones with keypads, or Siemens will need to supply them. The question boils down to who will provide the keypad phones?**
- A76. Once the new phone vendor is selected and the contract is in place the visiting phones will be the responsibility of the NEW phone contractor. Siemens will not be responsible for the visiting phones.*

		Legacy 12 Month Phone Revenue							
MONTH		LOCAL	INTRALATA	INTERLATA	INTERSTATE	INTERNATIONAL	TOTAL REVENUE	COMMISSION	CONTRACT EXT
Jun-13		\$ 125,263.93	\$ 28,071.40	\$ 24,082.60	\$ 6,906.45	\$ 281.84	\$ 184,606.22	\$ 111,955.70	\$ 6,621.00
Jul-13		\$ 122,090.07	\$ 30,451.63	\$ 27,636.95	\$ 7,756.00	\$ 593.74	\$ 188,528.39	\$ 105,638.39	\$ 6,621.00
Aug-13		\$ 119,715.82	\$ 30,274.01	\$ 24,651.25	\$ 8,304.77	\$ 440.84	\$ 183,386.69	\$ 102,751.45	\$ 6,621.00
Sep-13		\$ 108,755.57	\$ 27,986.02	\$ 21,732.00	\$ 7,965.39	\$ 335.94	\$ 166,774.92	\$ 93,466.38	\$ 6,621.00
Oct-13		\$ 109,832.90	\$ 30,307.05	\$ 22,837.30	\$ -	\$ 54.57	\$ 163,031.82	\$ 94,579.53	\$ 6,621.00
Nov-13		\$ 112,718.67	\$ 29,467.50	\$ 22,540.85	\$ -	\$ -	\$ 164,727.02	\$ 92,353.05	\$ 6,621.00
Dec-13		\$ 113,450.03	\$ 27,428.50	\$ 22,063.15	\$ -	\$ 55.56	\$ 162,997.24	\$ 91,605.75	\$ 6,621.00
Jan-14		\$ 120,229.15	\$ 33,006.19	\$ 23,285.30	\$ -	\$ 68.43	\$ 176,589.07	\$ 99,313.65	\$ 6,621.00
Feb-14		\$ 114,715.81	\$ 33,397.85	\$ 19,694.65	\$ -	\$ 86.29	\$ 167,894.60	\$ 94,388.18	\$ 6,621.00
Mar-14		\$ 132,595.40	\$ 39,448.34	\$ 28,094.40	\$ -	\$ 83.32	\$ 200,221.46	\$ 112,261.25	\$ 6,621.00
Apr-14		\$ 116,161.30	\$ 37,411.55	\$ 21,351.00	\$ -	\$ 76.27	\$ 175,000.12	\$ 98,142.95	\$ 6,621.00
May-14		\$ 118,702.93	\$ 38,809.93	\$ 20,490.50	\$ -	\$ -	\$ 178,003.36	\$ 99,753.38	\$ 6,621.00
TOTALS		\$ 1,414,231.58	\$ 386,059.97	\$ 278,459.95	\$ 30,932.61	\$ 2,076.80	\$ 2,111,760.91	\$ 1,196,209.66	\$ 79,452.00

COUNTY OF FRESNO CONTRACT EXTRACT PURCHASING

DATE: 1/14/2010

NOTICE:

THIS EXTRACT IS FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY. ALL BUSINESS AND MANAGEMENT DECISIONS MUST BE GOVERNED BY THE UNDERLYING CONTRACT. ANY QUESTIONS MUST INCLUDE THE CONTRACT NUMBER AND BE ADDRESSED TO THE COUNTY'S PURCHASING OFFICE AT 456-7110.

CONTRACT NUMBER: **A-09-614**
CONTRACT TITLE: **Inmate Telephone Service**

VENDOR NUMBER 0000270065
NAME / ADDRESS **Legacy Inmate Communications**
10833 Valley View Street, Suite 150
Cypress, CA 90630

CONTRACT PERIOD: 1/1/2010 thru 12/31/2010 * MAY INCLUDE MULTIPLE YEARS

USING AGENCIES: Sheriff's Office

REPRESENTATIVE: Curtis Brown
TELEPHONE: (800) 577-5534
FAX: (800) 700-1116
E-MAIL:

TERMS:
DELIVERY TERMS:
DELIVERY TIME:
BUYER: G -- Craig J. Nickel *CJN*
CONTRACT VALUE: \$1,450,000.00 Annual Estimate
LOCATION: Sheriff's Office

BOARD/GROUP/STATE CONTRACT NO:		A-09-614
REQUISITION NO'S: 8009000038		
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Cancellation	Reference:
<input type="checkbox"/> Renewal	<input type="checkbox"/> Short Term	Tic Date: <input checked="" type="checkbox"/> 7/1/2013
<input type="checkbox"/> Adjustment	<input type="checkbox"/> Evergreen	Code: 915
<input type="checkbox"/> AddOn	<input type="checkbox"/> Kill	REPORTS: None
Org: 9080		
Supersedes A-99-003		

COMMODITIES, SERVICES OR MAINTENANCE COVERED UNDER THIS ACTION:

Provide Local, Intralata and Interstate Telephone Services to Inmates.

SPECIAL CONDITIONS FOR USE:

* AUTOMATIC RENEWAL: In the absence of notification from vendor to Purchasing, or instructions from County department to Purchasing, this Agreement will automatically renew for one year on January 1, 2011, January 1, 2012, January 1, 2013 and January 1, 2014.

DISTRIBUTION	REQUESTED/BY/DATE	ADDITIONAL DISTRIBUTION
CONTRACT FILE	<input checked="" type="checkbox"/>	
BUYER	<input checked="" type="checkbox"/>	
VENDOR:	<input type="checkbox"/>	
AUDITOR:	<input type="checkbox"/>	
DEPARTMENT: Sheriff's Office	<input checked="" type="checkbox"/>	
REQUISITIONER: Capt. Marilyn Weldon	<input checked="" type="checkbox"/>	

AGREEMENT

A-09-614

THIS AGREEMENT is made and entered into this 1st day of December 2009, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and LEGACY INTERNATIONAL, INC. DBA LEGACY INMATE COMMUNICATIONS & LEGACY CONTACT CENTER SERVICES whose address is 10833 VALLEY VIEW STREET, SUITE 150, CYPRESS, CA 90630, hereinafter referred to as "CONTRACTOR".

WHEREAS, COUNTY desires to provide local, ntraLATA (calls within a local Access and Transport), InterLATA (calls that cross Local Access and Transport Area boundaries) and interstate telephone service to inmates incarcerated in COUNTY detention facilities and Victim Notification service to victims of inmates incarcerated in COUNTY detention facilities (cumulatively referred to as "the services"), and sought bids for the provision of such services by issuing Request For Proposal ("RFP") 915-4668; and

WHEREAS, CONTRACTOR submitted a response to RFP 915-4668 and was the highest responsible respondent for the terms and conditions of RFP 915-4668 and this Agreement; and

WHEREAS, California Penal Code Section 4025(d) provides that there shall be deposited in the Inmate Welfare Fund any money, refund, rebate, or commission received from a telephone company when the money, refund, rebate or commission is attributable to the use of pay telephones which are primarily used by inmates while incarcerated:

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1 NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

2
3 WITNESSETH:

4 1. OBLIGATIONS OF THE CONTRACTOR

5 CONTRACTOR shall provide the below listed equipment and services
6 pursuant to the terms of RFP 915-4668, which is incorporated herein by this
7 reference:

8 A. Installation and Maintenance of Inmate Telephone Equipment

9 The CONTRACTOR will be required to install and maintain a turn-key
10 telephone system for inmate use and other appurtenances within the
11 COUNTY'S detention facilities. The system must be of an open
12 architecture to allow ease of integration with existing or future systems that
13 operate on either PC based networks, mainframes, or other platforms. The
14 contractor must provide documentation as to the compatibility of their
15 system. The system must meet Americans Disability Act (ADA)
16 requirements and Title 15 and Title 24 of the California Code of
17 Regulations.

- 18 i. CONTRACTOR shall be responsible for all ongoing maintenance
19 of all inmate telephone system hardware and software at no cost
20 to COUNTY. All repairs and issues arising after hours and on
21 weekends shall be reported through CONTRACTOR's after
22 hours repair service.
- 23 ii. CONTRACTOR shall provide a technician who shall be on-call
24 24 hours a day, seven days a week, and shall respond to all
25 service requests within six (6) hours of notification.
- 26 iii. CONTRACTOR's technicians shall monthly inspect all inmate
27 telephones to ensure that all are fully operational.
28 CONTRACTOR's technicians shall respond to all requests for

1 service regarding inmate telephones, including all hardware and
2 software, and promptly make appropriate repairs at no cost to
3 COUNTY.

4 iv. CONTRACTOR's technicians must complete and satisfy the
5 security clearance requirements.

6 v. At its own expense, CONTRACTOR agrees to provide any
7 additional equipment, including, without limitation, cabling,
8 wiring, and conduit as required for the installation of additional
9 inmate telephones in the four detention facilities.

10 vi. CONTRACTOR shall designate one or more authorized
11 representatives who shall be the COUNTY'S point of contact.
12 This person(s) shall have full authority to bind CONTRACTOR
13 with respect to all issues.

14 vii. CONTRACTOR shall immediately notify the COUNTY'S
15 designated contacts whenever any portion of the system is "out
16 of service" and provide information about length of down time.
17 CONTRACTOR shall also notify the COUNTY when the system
18 resumes operations.

19 B. O+InterLATA Phone Service

20 CONTRACTOR shall install and provide "O+" InterLATA and Interstate
21 Telephone Service for inmate use within the COUNTY'S detention
22 facilities. CONTRACTOR'S provision of these services shall be at its sole
23 cost and expense. CONTRACTOR shall maintain InterLATA and inmate
24 telephone services at all times. All repair work shall be done in such a
25 manner as to minimize the disruption of telephone service and assure the
26 integrity of the facility security at all times. CONTRACTOR shall assume
27 all costs associated with providing InterLATA and interstate inmate
28 telephone service. CONTRACTOR shall be responsible for all billing and

collections, but may contract with third parties to perform this function. Any change shall be reported to the COUNTY. CONTRACTOR will assume responsibility for fraudulent billings.

C. Provide On-Site Phone Monitoring Capabilities

CONTRACTOR shall provide all equipment and services necessary to allow COUNTY to monitor phone activity on all phones. Two on-site monitoring stations are to be provided by CONTRACTOR as well as two off-site monitoring stations and the capability to add more on-site and off-site stations in the future. Monitoring capabilities shall include the ability to record and store phone calls, live monitoring, and to restrict the recording of certain numbers. The system should have the capability of simultaneously recording all inmate calls 24 hours a day, 7 days a week. The CONTRACTOR shall provide the ability for off line storage of call recordings. The system shall have robust querying capabilities, which will allow for interactive searches of records using several search and sort criteria, e.g., number called, number of times called, phone initiating call, attempted 3 way calls etc. All recording shall be kept for 100 days. CONTRACTOR'S provision of this equipment and services shall be at CONTRACTOR'S sole cost and expense.

D. Provide Attorney – Client Privilege

CONTRACTOR shall provide all equipment and services necessary to allow COUNTY to enter Attorney telephone numbers to exempt them from automated monitoring capabilities to prevent the monitoring and recording of conversations between Attorneys and their Clients.

E. Provide Three Way Call Blocking Capabilities

CONTRACTOR shall provide all equipment and services necessary to allow COUNTY to guard against three-way calling, conference calling and call forwarding. System shall disconnect attempted three-way call

1 connections and allow user to generate reports. Tolerance for non-
2 disconnect is to be no greater than 5%. CONTRACTOR shall be able to
3 demonstrate accuracy of this feature by providing written reports.
4 CONTRACTOR shall be responsible for reimbursing fees, penalties to all
5 parties who are wrongfully charged for calls that result in the failure of the
6 Three Way Blocking Feature and the COUNTY shall receive commission
7 on said calls as if they had been legitimate.

8 F. Provide Call Announcement

9 CONTRACTOR shall provide all equipment and services necessary to
10 allow COUNTY to play a prerecorded message that the receiving party will
11 hear. Announcement shall state that the call is originating from Fresno
12 County Jail and that the call is recorded and may be monitored. The
13 called party shall be informed of the cost of the call prior to accepting the
14 call, on all types of collect calls. Instructions for recipient to accept, reject,
15 or block calls by pressing a keypad number shall be given. The
16 announcement message shall provide the called party with the identity of
17 the calling party and provide the called party with the opportunity to accept
18 or reject the call. The conversation shall be blocked until the called party
19 accepts the call. The called party shall be able to provide positive
20 acceptance and active consent of the telephone call or reject a call from a
21 rotary dial or pulse dial telephone. The system shall have the capability of
22 permitting the called party to block all future calls from the County Jail.

23 G. Provide Private Call Blocking

24 CONTRACTOR shall provide all equipment and services necessary to
25 allow COUNTY to block any telephone number from being dialed and
26 called.

27 H. Provide Call Duration

28 CONTRACTOR shall provide all equipment and services necessary to

1 allow COUNTY to adjust the duration of phone calls by individual inmate
2 telephone. Before termination of the call, there should be an audible
3 warning notifying the inmate that the call is about to be terminated. The
4 audible warning should be given ten (10) seconds before terminating the
5 call.

6 I. Provide Call Management

7 CONTRACTOR shall provide all equipment and services necessary to
8 provide automated voice recognition prompts in English. The system shall
9 be capable of providing automated operator voice prompts (Pre-Recorded)
10 in Spanish, Hmong, Vietnamese, Loa, and Punjabi at no extra cost to the
11 COUNTY. Modification to or additional languages shall be made at no
12 extra cost to the COUNTY. Any voice prompt required during the operation
13 of the inmate telephone shall be clear and concise.

14 J. Provide Fraud Detection and Prevention

15 CONTRACTOR shall provide all equipment and services necessary for the
16 detection and prevention of fraudulent phone calls. CONTRACTOR will
17 provide a plan for accomplishing this goal. COUNTY will bear no
18 responsibility for the loss of revenue as a result of fraudulent use of the
19 telephone service. Fraudulent calls shall be the sole responsibility of the
20 CONTRACTOR. Fraudulent calls include but are not limited to unbillable
21 calls, uncollectible calls and any revenue shortage associated with these.

22 K. Provide Inmate Information Telephonic Requests

23 CONTRACTOR shall provide all equipment and services necessary to
24 allow inmates to access "Inmate Information" over the telephone system to
25 automate Inmate Requests. The system will integrate with the COUNTY's
26 Sheriff's Office's (the "Sheriff's Office") Custody Management System
27 (Motorola, OffenderTrak) to provide inmates information regarding their
28 custodial status, e.g., charges, court date, bail amount, commissary

1 account balance, visiting hours remaining, etc. Information prompts shall
2 be available in English, Spanish, Hmong, Vietnamese, Loa, and Punjabi.
3 Modification to or additional languages shall be made at no extra cost to
4 the COUNTY. The "Inmate Information" system shall provide security
5 measures based on multiple Personal Identification Numbers (PIN's) or
6 biometrics to prevent unauthorized access to inmate information.
7 The telephone sets used for "Inmate Information" requests shall be
8 separate from those telephones currently used to make outside calls.
9 There shall be at least one new "Inmate Information" telephone in each
10 housing pod or dorm (approximately 77). The telephone sets used for
11 Inmate Information shall not be capable of making outside calls when
12 functioning as the "Inmate Information" system. The "Inmate Information"
13 system telephones shall be capable of being programmed by the COUNTY
14 to schedule time for "Inmate Information" requests and regular use for
15 outside calling. CONTRACTOR may have the option of providing access
16 to the Inmate Information System from any inmate telephone upon
17 approval from the COUNTY.
18 CONTRACTOR shall provide a list of formats their system will accept
19 inmate data from the COUNTY, e.g., XML, Text File, and methods for
20 delivering the data.
21 L. Provide Public Telephonic "Inmate Information" Requests
22 CONTRACTOR shall provide all equipment and services necessary to
23 allow the general public to access Fresno County Jail's "Inmate
24 Information" and other general information made available by the Sheriff's
25 Office. The system will integrate with the Sheriff's Office's Custody
26 Management System (Motorola, OffenderTrak) to provide "Inmates
27 Information", e.g., charges, court date, bail amount, commissary account
28 balance, visiting hours remaining, release date, facility information, etc.

1
2 The system shall be accessed by the general public by dialing a Local or
3 Toll Free Number from any standard land Line or Cell Phone. There shall
4 be no cost to the public. Voice recognition Information prompts shall be
5 available in English. Prerecorded information prompts shall be available in
6 Spanish, Hmong, Vietnamese, Loa, and Punjabi. Modification to or
7 additional languages shall be made at no extra cost to the COUNTY.
8

9 The "Public Telephonic Inmate Information Service" shall be available 24
10 hours a day and 365 days a year. CONTRACTOR shall provide a list of
11 formats their system that will accept inmate data from the COUNTY, e.g.,
12 XML, Text File, and methods for delivering the data. CONTRCTOR shall
13 develop, provide and maintain the content for web pages that can be
14 incorporated to the Sheriff's Website (<http://www.fresnosheriff.org>) that
15 informs the public of this telephonic service. The web pages shall make
16 available or link the same information found in the telephone service. See
17 "Inmate Info" at <http://www.fresnosheriff.org>.
18

19 M. Maintain Automated Victim Notification System (VINE)

20 CONTRACTOR shall be responsible for paying all charges associated with
21 the Victim Information Notification Everyday System (VINE), which is
22 currently in use at the Fresno County Detention Facility. This includes all
23 monthly charges, upgrades, and multiple language versions requested by
24 the COUNTY. Minimum features currently in place, which are to be
25 maintained:

- 26 • Full integration with existing Correctional Management System
27 (CMS) Motorola, OffenderTrak
- 28 • Automated dial in query of inmate status

- Automated registration of victims
- Letter generation
- Advanced voice recognition technology
- Automated notification
- Message confirmation
- Complete audit reports
- Foreign language capabilities

N. Provide Fair Rates to Inmates and Their Families

CONTRACTOR shall provide fair rates to inmates and their families.

Charges for calls shall not exceed Federal Communications Commission Rates, California Public Service Commission tariffs and schedules. Rate schedule will be handled as referenced in CONTRACTOR's response to RFP 915-4668 page 57-59.

O. Provide Site Administrator/Account Executive Availability

CONTRACTOR shall provide dependable, consistent, readily available technical support and customer service support. CONTRACTOR will have one individual (Site Administrator/Account Executive) for user to contact regarding the service provided and the administration of the contract. The Site Administrator/Account Executive must be able to respond on site when requested by the COUNTY within a reasonable amount of time, but in no case later than (3) three hours. CONTRACTOR shall notify the COUNTY in writing within 5 (five) days of any change in the Site Administrator.

P. Provide a Detailed Service Response Plan

CONTRACTOR will provide a detailed plan for reporting problems with the system and how requests for service will be handled as referenced in CONTRACTOR's response to RFP 915-4668, page 61-62. Service must be available 24 hours a day and 365 days a year. Plan needs to include

whom to contact, phone numbers and pager numbers of contact person, response time for completion of repairs, and a detailed plan of how the vendor will correct potential problems.

Q. Provide a Detailed Transition Plan From Current Service to New Service To Be Provided By CONTRACTOR

CONTRACTOR will be required to coordinate with the current telephone service provider and the COUNTY to allow for an uninterrupted transition and implementation of new services. CONTRACTOR shall provide a detailed plan showing how the transition will take place from the current telephone service provider to CONTRACTOR. Included in the plan should be a summary of any potential problems that may occur as a result of the change in service and how the CONTRACTOR will correct potential problems.. Milestone actions such as transition plan and activities that would impact the current telephone use and anticipated lengths of time for each action that require the telephones to be "out of service" shall also be included, with minimum down-time and loss of data, and a seamless conversion to a new system. The CONTRACTOR shall provide a list of personnel, including contact information, responsible for every milestone.

R. Sheriff's Office (IWF) Compensation

CONTRACTOR shall pay the Sheriff's Office any money, refund, rebate, or commission that is attributed to the use of pay telephones which are primarily used by inmates while incarcerated as referenced in CONTRACTOR's response to RFP 915-4668, page 71-74. CONTRACTOR shall pay the Sheriff's Office a commission of 56% of all billable revenue or an annual guaranteed commission of \$1,450,000, whichever amount is higher. At the end of each

1 contract year CONTRACTOR will compare the actual commission
2 earned over the year against the guaranteed commission. Should
3 the actual commission paid be lower than annual guarantee, the
4 CONTRACTOR will pay the COUNTY the difference within thirty
5 days after the end of the Year. Commissions shall be based on
6 total gross billings, with no deductions for fraud, line charges,
7 equipment charges, uncollected or uncollectible charges and
8 billings, or other fees. CONTRACTOR shall provide payment to the
9 Sheriff's Office based on calls made between the first day of the
10 month and the last day of the same month and shall pay monthly
11 commissions by the 20th day of the month following the month in
12 which the revenue was generated. Monthly payment made by
13 CONTRACTOR to COUNTY shall be accompanied by a summary
14 and detailed documentation to support each commission payment
15 type. Monthly remittance shall be accompanied by a detailed usage
16 report, which shall be made available in a hardcopy as well as an
17 electronic spreadsheet form, e.g., MS Word, MS Excel. The
18 Sheriff's Office shall deposit in the Inmate Welfare Fund (IWF) all
19 commission amounts received from contractor under this
20 Agreement.

21 S. Equipment to be Provided by CONTRACTOR

22 CONTRACTOR shall purchase and provide to the COUNTY the
23 below listed equipment:

- 24 i. Three acoustically coupled telecommunication devices for the
25 deaf ("TDD's") for use by inmates. All rights, title and interest
26 to such TDD's will be in the COUNTY, and the COUNTY will
27 be responsible for maintaining such TDD's.
28

- 1 ii. Provide and install new correctional grade phones
2 (approximately 381) in COUNTY'S detention facilities as
3 referenced in CONTRACTOR's response to RFP 915-4668,
4 page 75.
5 iii. Provide and install a minimum of 77 "Inmate Information"
6 correctional grade phones in COUNTY'S detention facilities
7 as referenced in CONTRACTOR's response to RFP 915-
8 4668, page 76.

9 T. Provide Upgrades and Expansion

10 CONTRACTOR shall provide all upgrades to hardware and software
11 to keep the telephone system in compliance with all state and
12 federal rules and regulations at no cost to the County. Any future
13 upgrades to hardware and software to keep the telephone system in
14 compliance with all state and federal rules and regulations shall be
15 accomplished within 90 days. Any upgrades necessary to keep the
16 telephone system current with other correctional agency systems
17 within California shall be accomplished within 90 days.

18
19 All upgrades shall be accomplished after provision of a list of
20 milestone actions and anticipated lengths of time for each action
21 that require the telephones to be "out of service", with minimum
22 down-time and data loss, and seamless transitions.

23 CONTRACTOR'S telephone system must be expandable to any
24 additional facilities that are added at the COUNTY's discretion.

25
26 All additional hardware, software, and any additional equipment,
27 including, without limitation, cabling, wiring and conduit (if not
28 shared with COUNTY equipment) as required for the installation of

1 additional inmate telephones shall be supplied, installed, and
2 maintained, at the expense of the CONTRACTOR.

3 2. OBLIGATIONS OF THE COUNTY

4 A. COUNTY grants CONTRACTOR permission to provide all local, IntraLATA,
5 InterLATA and interstate telephone service for inmate use within the COUNTY's detention facilities
6 listed below:

7	Name of Facility	Address
8	Main Detention Facility (1064 inmates)	1225 "M" Street
9		Fresno, CA 93721
10	South Annex Jail (686 inmates)	2280 Fresno Street
11		Fresno, CA 93721
12	North Annex Jail (1728 inmates)	1265 "M" Street
13		Fresno, CA 93721
14	Satellite Jail (300 inmates)	110 "M" Street
15	(Not currently in use)	Fresno, CA 93721

16 B. COUNTY shall afford CONTRACTOR, its officer, agents or contractors,
17 reasonable access to the inmate Local, IntraLATA, InterLATA and Interstate telephone system(s),
18 to perform routine inspections and make necessary repairs.

19 C. COUNTY agrees that all products and software located at COUNTY's
20 detention facilities by CONTRACTOR pursuant to this Agreement shall at all times remain the
21 property of CONTRACTOR.

22 3. TERM

23 This Agreement shall become effective on the 1st day of January, 2010 and
24 shall terminate on the 31st day of December, 2010. This Agreement shall automatically be
25 extended for one additional twelve (12) month period, January 1, 2011 – December 31, 2011 upon
26 the same terms and conditions herein set forth, unless written notice of non-renewal is given by
27 either of the Parties to the other Party no later than November 1, 2010. If this Agreement is so
28 renewed, then this Agreement shall automatically be extended for one additional twelve (12)

1 month period, January 1, 2012 – December 31, 2012 upon the same terms and conditions herein
2 set forth, unless written notice of non-renewal is given by either of the Parties to the other Party no
3 later than November 1, 2011. If this Agreement is so renewed, then this Agreement shall
4 automatically be extended for one additional twelve (12) month period, January 1, 2013 –
5 December 31, 2013 upon the same terms and conditions herein set forth, unless written notice of
6 non-renewal is given by either of the Parties to the other Party no later than November 1, 2012. If
7 this Agreement is so renewed, then this Agreement shall automatically be extended for one
8 additional twelve (12) month period, January 1, 2014 – December 31, 2014 upon the same terms
9 and conditions herein set forth, unless written notice of non-renewal is given by either of the
10 Parties to the other Party no later than November 1, 2013.

11 TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to
13 be provided thereunder, are contingent on the approval of funds by the appropriating government
14 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
15 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
16 notice.

17 B. Breach of Contract - The COUNTY may immediately suspend or terminate
18 this Agreement in whole or in part, where in the determination of the COUNTY there is:

- 19 1) An illegal or improper use of funds;
- 20 2) A failure to comply with any term of this Agreement;
- 21 3) A substantially incorrect or incomplete report submitted to the
22 COUNTY;
- 23 4) Improperly performed service.

24
25 C. Without Cause - Under circumstances other than those set forth above,
26 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
27 notice of an intention to terminate to CONTRACTOR.

28 ///

1 4. COMPENSATION/INVOICING:

2 CONTRACTOR shall pay COUNTY as referenced in CONTRACTOR'S response to RFP 915-
3 4668, page 71-74.

4 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and

5 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
6 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
7 employees will at all times be acting and performing as an independent contractor, and shall act in
8 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
9 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
10 direct the manner or method by which CONTRACTOR shall perform its work and function.

11 However, COUNTY shall retain the right to administer this Agreement so as to verify that
12 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

13 CONTRACTOR and COUNTY shall comply with all applicable provisions of
14 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
15 matters the subject thereof.

16 Because of its status as an independent contractor, CONTRACTOR shall have
17 absolutely no right to employment rights and benefits available to COUNTY employees.

18 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
19 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
20 responsible and save COUNTY harmless from all matters relating to payment of
21 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
22 regulations governing such matters. It is acknowledged that during the term of this Agreement,
23 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
24 Agreement.

25 6. MODIFICATION: Any matters of this Agreement may be modified from time
26 to time by the written consent of all the parties without, in any way, affecting the remainder.

27 7. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
28 Agreement nor their rights or duties under this Agreement without the prior written consent of the

1 other party.

2 8. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
3 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
4 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
5 resulting to COUNTY in connection with the performance, or failure to perform, by
6 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
7 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
8 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
9 of CONTRACTOR, its officers, agents, or employees under this Agreement.

10 9. INSURANCE

11 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
12 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
13 following insurance policies:.

14 A. Commercial General Liability

15 Commercial General Liability Insurance with limits of not less than One
16 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
17 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
18 specific coverages including completed operations, products liability, contractual liability,
19 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
20 necessary because of the nature of this contract.

21 B. Automobile Liability

22 Comprehensive Automobile Liability Insurance with limits for bodily injury of
23 not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred
24 Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty
25 Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred
26 Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used
27 in connection with this Agreement.

1 C. Professional Liability

2 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
3 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less
4 than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00)
5 annual aggregate.

6 D. Worker's Compensation

7 A policy of Worker's Compensation insurance as may be required by the
8 California Labor Code.

9 CONTRACTOR shall obtain endorsements to the Commercial General Liability
10 insurance naming the County of Fresno, its officers, agents, and employees, individually and
11 collectively, as additional insured, but only insofar as the operations under this Agreement are
12 concerned. Such coverage for additional insured shall apply as primary insurance and any other
13 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
14 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
15 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
16 written notice given to COUNTY.

17 Within Thirty (30) days from the date CONTRACTOR signs and executes this
18 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
19 above for all of the foregoing policies, as required herein, to the County of Fresno, Captain Marilyn
20 Weldon, 1225 "M" Street, Fresno, California, 93721 stating that such insurance coverage have
21 been obtained and are in full force; that the County of Fresno, its officers, agents and employees
22 will not be responsible for any premiums on the policies; that such Commercial General Liability
23 insurance names the County of Fresno, its officers, agents and employees, individually and
24 collectively, as additional insured, but only insofar as the operations under this Agreement are
25 concerned; that such coverage for additional insured shall apply as primary insurance and any
26 other insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees,
27 shall be excess only and not contributing with insurance provided under CONTRACTOR's policies
28 herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)

1 days advance, written notice given to COUNTY.

2 In the event CONTRACTOR fails to keep in effect at all times insurance
3 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
4 suspend or terminate this Agreement upon the occurrence of such event.

5 All policies shall be with admitted insurers licensed to do business in the State
6 of California. Insurance purchased shall be purchased from companies possessing a current A.M.
7 Best, Inc. rating of A FSC VII or better.

8 10. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
9 business hours, and as often as the COUNTY may deem necessary, make available to the
10 COUNTY for examination all of its records and data with respect to the matters covered by this
11 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to
12 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
13 with the terms of this Agreement.

14 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR
15 shall be subject to the examination and audit of the Auditor General for a period of three (3) years
16 after final payment under contract (Government Code Section 8546.7).

17 11. NOTICES: The persons and their addresses having authority to give and
18 receive notices under this Agreement include the following:

19 COUNTY
20 COUNTY OF FRESNO SHERIFF

21 2200 Fresno Street

22 Fresno, CA 93721
23 Attention: Business Manager

CONTRACTOR
LEGACY INMATE
COMMUNICATIONS
10833 VALLEY VIEW STREET
SUITE 150
CYPRESS, CA 90630
Attention: President

24 Any and all notices between the COUNTY and the CONTRACTOR provided
25 for or permitted under this Agreement or by law shall be in writing and shall be deemed duly
26 served when personally delivered to one of the parties, or in lieu of such personal services, when
27 deposited in the United States Mail, postage prepaid, addressed to such party.

28 12. GOVERNING LAW: Venue for any action arising out of or related to this
Agreement shall only be in Fresno County, California.

1 The rights and obligations of the parties and all interpretation and performance
2 of this Agreement shall be governed in all respects by the laws of the State of California.

3 13. ENTIRE AGREEMENT: This Agreement, including RFP 915-4668 and
4 CONTRACTOR's response thereto, constitutes the entire agreement between the
5 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
6 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
7 and understanding of any nature whatsoever unless expressly included in this Agreement.

8 In the event of any inconsistency in interpreting the documents which
9 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
10 following order of priority: (1) the text of this Agreement; (2) to RFP 915-4688; and (3) the
11 CONTRACTOR'S response to RFP 915-4688

1
2 **AGREEMENT BETWEEN THE COUNTY OF FRESNO AND**
3 **LEGACY INTERNATIONAL, INC. dba LEGACY INMATE COMMUNICATIONS &**
4 **LEGACY CONTACT CENTER SERVICES FOR INMATE TELEPHONE SERVICES**

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
6 and year first hereinabove written. IN WITNESS WHEREOF, the parties hereto have caused this
7 Agreement to be

8 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
9 executed as of the day and year first herein above written.

10
11 COUNTY OF FRESNO:

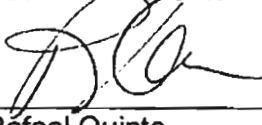
12
13 
14 Chairman, Board of Supervisors

LEGACY INTERNATIONAL, INC.

15
16  10/20/09
17 Curtis A. Brown,
18 President and Chief Financial Officer

19
20 REVIEWED & RECCOMENDED FOR
21 APPROVAL:

22 
23 Margaret Mims, Sheriff

24  10/20/09
25 Rafael Quinto,
26 Vice President of Operation

27
28 APPROVED AS TO LEGAL FORM:


Kevin B. Briggs, Interim County Counsel

APPROVED AS TO ACCOUNTING FORM:


Vicki Crow, C.P. A., Auditor Controller/Treasurer-Tax Collector

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ATTEST:
Clerk to the Board of Supervisors

Fund: 2250
ORG: 9080
S/C 33400
Acct. No.: 3402

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/20/2009												
PRODUCER (562) 493-3521 FAX: (562) 430-5300 Alandale Insurance Agency 11022 Winners Circle, Ste. 100 Los Alamitos CA 90720		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Legacy Long Distance International, Inc. 10833 Valley View #150 Cypress CA 90630		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Insurance</td> <td>25658</td> </tr> <tr> <td>INSURER B: Hartford Casualty</td> <td>29424</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Insurance	25658	INSURER B: Hartford Casualty	29424	INSURER C:		INSURER D:		INSURER E:	
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INSURER E:														

COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TE06103029	7/10/2009	7/10/2010	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADY INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	72UBCJO4628	9/28/2009	9/28/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	TE06103029	7/10/2009	7/10/2010	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	HEUB0956M94409	3/6/2009	3/6/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		OTHER Business Personal Property	TE06103029	7/10/2009	7/10/2010	Limit: \$157,000 Deductible: \$5,000 Replacement Cost

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder, it's officers, agents, employees are named as additional insured

*10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER

County of Fresno
 ATT: Captain Marilyn Weldon
 1225 "M" Street
 Fresno, CA 93721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Dina Corsi/DINA

Dina Corsi

FIRST AMENDMENT TO AGREEMENT

This Amendment I to Agreement number 09-614 hereinafter "Amendment I") is made and entered into this ^{7th} ~~12~~ ^{AUGUST} day of ~~July~~ 2012, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and LEGACY INTERNATIONAL, INC. DBA LEGACY INMATE COMMUNICATIONS & LEGACY CONTACT CENTER SERVICES whose address is 10833 VALLEY VIEW STREET, SUITE 150, CYPRESS, CA 90630, hereinafter referred to as "CONTRACTOR". COUNTY and CONTRACTOR are referred collectively as "Parties" to this Amendment I.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number 09-614, dated December 1, 2009, (hereinafter "Agreement"),

WHEREAS, the Agreement requires that CONTRACTOR provide certain telephone services to inmates incarcerated in COUNTY detention facilities and Victim Notification service to victims of inmates incarcerated in COUNTY detention facilities.

WHEREAS, the Agreement requires CONTRACTOR to remit a commission of 56% of all billable revenue or an annual guaranteed commission of \$1,450,000, whichever amount is higher, to COUNTY.

A dispute has arisen between the Parties regarding the amount of commission due to the COUNTY from CONTRACTOR.

The Parties have reached a resolution of their dispute which requires an amendment to certain provisions of the Agreement.

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1 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of
2 which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

3 Section 1, R. of the Agreement, entitled "Sheriff's Office IWF Compensation", beginning
4 at Page 10, line 22 – line 28 through Page 11, line 1 – 20, of the Agreement, is deleted in its
5 entirety and replaced with the following:

6 CONTRACTOR shall pay the Sheriff's Office any money, refund, rebate,
7 or commission that is attributed to the use of pay telephones which are
8 primarily used by inmates while incarcerated as referenced in
9 CONTRACTOR's response to RFP 915-4668, page 71-74.

10 CONTRACTOR shall pay the Sheriff's Office a commission of 56% of all
11 billable revenue. Commissions shall be based on total gross billings, with
12 no deductions for fraud, line charges, equipment charges, uncollected or
13 uncollectible charges and billings, or other fees. CONTRACTOR shall
14 provide payment to the Sheriff's Office based on calls made between the
15 first day of the month and the last day of the same month and shall pay
16 monthly commissions by the 20th day of the month following the month in
17 which the revenue was generated. Monthly payment made by
18 CONTRACTOR to COUNTY shall be accompanied by a summary and
19 detailed documentation to support each commission payment type.
20 Monthly remittance shall be accompanied by a detailed usage report,
21 which shall be made available in a hardcopy as well as an electronic
22 spreadsheet form, e.g., MS Word, MS Excel. The Sheriff's Office shall
23 deposit in the Inmate Welfare Fund (IWF) all commission amounts
24 received from contractor under this Agreement.

1 Commencing with the month of August 2012, and continuing for each
2 month thereafter through the month of December 2014, CONTRACTOR
3 shall remit six thousand six hundred and twenty-one dollars (\$6,621.00) in
4 addition to any other commissions due to the COUNTY as provided
5 above.

6 In addition, no later than August 15, 2012, CONTRACTOR shall remit to
7 COUNTY a one-time commission of Seventy-Five Thousand dollars
8 (\$75,000.00).

9 Section 3 of the Agreement, entitled "Term", beginning at Page 13, line 23-28, through
10 Page 14 lines 1-10, shall be deleted and replaced with the following:

11 This Agreement shall become effective on January 1, 2010 and shall
12 terminate on December 31, 2014.

13 This Amendment will be effective as of the date written first above. COUNTY and
14 CONTRACTOR agree that upon execution of this Amendment I, the Agreement and this
15 Amendment I together shall be considered the Agreement.

16 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
17 covenants, conditions and promises contained in the Agreement and not amended herein
18 shall remain in full force and effect.

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22 ///

23 ///

24 ///

1 **AMENDMENT I TO AGREEMENT BETWEEN THE COUNTY OF FRESNO AND**
2 **LEGACY INTERNATIONAL, INC. dba LEGACY INMATE COMMUNICATIONS &**
3 **LEGACY CONTACT CENTER SERVICES FOR INMATE TELEPHONE SERVICES**

4 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
5 day and year first hereinabove written. IN WITNESS WHEREOF, the parties hereto have
6 caused this Agreement to be


7 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
8 executed as of the day and year first herein above written.

9 COUNTY OF FRESNO:

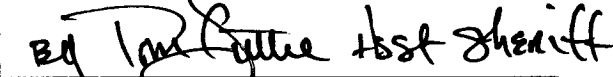
10 
Chairman, Board of Supervisors


Curtis

LEGACY INTERNATIONAL, INC.


Curtice A. Brown,
President and Chief Financial Officer

12
13 REVIEWED & RECCOMENDED FOR
14 APPROVAL:


15 
Margaret Mims, Sheriff


Rafael Quinto,
Vice President of Operation

16 APPROVED AS TO LEGAL FORM:


17  for Deputy Act Wille
Kevin B. Briggs, County Counsel

18
19 APPROVED AS TO ACCOUNTING FORM:

20 
21 Vicki Crow, C.P. A., Auditor Controller/Treasurer-Tax Collector

22 ATTEST:

23 BERNICE E. SEIDEL, Clerk
Board of Supervisors

24 By 
Deputy