



## Inmate Communication Service Agreement

This Agreement is made this the 25<sup>th</sup> day of July, 2016, by and between Legacy Inmate Communications a dba of Legacy Long Distance International, Inc. ("Legacy" or "the Company") with principal offices at 10833 Valley View Street - Suite 150, Cypress, CA. 90630 and the Yuma County Jail District ("District") with principal offices located at 141 South Third Avenue, Yuma AZ. 85364.

### RECITALS

WHEREAS, the Company is in the business of providing various inmate communication services, and operator assisted telecommunication services; and

WHEREAS, the District operates and/or manages a correctional facility/detention center; and

WHEREAS, Legacy will install and maintain the Inmate Communication Operating System – iCON™. iCON™ is a complete turnkey Inmate Call Management System with investigative, technical, and administrative communication features; and

WHEREAS, Legacy will provide and maintain for the life of this Agreement inmate telephones, Bridge Communication Devices (BCDs) and associated equipment to be installed at the Yuma County Detention Center- Main Facility and Annex.

WHEREAS, the District desires to enter into this Agreement in order to permit Inmates/Detainees the use of Company installed inmate telephones to place collect, collect pre-paid, and/or Debit call. The District may also desire at any point during the service agreement period Video Visitation Service, Instant Messaging, and Video Messaging that will be provided via the Company's Bridge Communication Devices.

Now THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the parties do hereby contract and agree as follows:

### 1. SERVICES PROVIDED BY LEGACY

#### 1.1 Inmate Telephone Service.

- (a) Collect Calls. To the extent consistent with applicable federal and state laws, rules and regulations, Legacy agrees to provide, and the District hereby agrees to accept the provision of operator services with automated assistance for the Yuma County Detention Center- Main Facility and Annex. Each operator service call originating from the telephones and placed through the Company may be charged "collect" to pre-approved destinations. Legacy will validate each call through the national Line Information Database (LIDB) and will only process "collect" calls to destination points that do not have registered blocks. Calls shall only be billed upon "acceptance" by the

destined party. Legacy shall notify each called destination that the call is coming from the "Yuma County Detention Center", provide the name of the "caller/inmate", provide the called party with call rate information, and allow for acceptance or denial of the call. The Company will also provide the called party the option to block their telephone number from further calling.

- (b) Pre-Paid "Collect" Service. Legacy shall provide its Friends and Family pre-paid call service. Legacy agrees to provide pre-paid collect service as needed. The Company will provide a toll-free access number for friends and family to call to set up prepaid "collect" service accounts. The Company shall also provide access to an internet-based website where prepaid services can be ordered.
- (c) Debit Card Inmate Phone Account Service. Debit Cards will be provided to District as requested. The District will receive the offered commission percentage as a discount on each purchased card. The District will be invoiced for all inmate phone account service charges with requested payment due within thirty (30) days of the invoice being received.
- (d) Inmate Phones. The Company agrees to provide the inmate phones, mobile telephone carts, and associated equipment for the entire period of this Agreement. Legacy further agrees to maintain all such equipment in good working order at no cost to the District for the entire period of this agreement.
- (e) Communications Management System (iCON™). The Company agrees to provide access to its inmate communications management system - iCON™. iCON™ shall provide all services described by the Company in its response to the Yuma County Jail District's Solicitation of Proposals for the Inmate Telephone & Video Visitation Service at the Detention Center.
- (f) Service Level Responses. The Company agrees to provide the District with twenty-four-hour toll-free customer support, 365 days a year including holidays. The Company shall provide the following guaranteed Service Level Response times for Inmate Telephone & Video Visitation Service:
  - **Minor Service Category.** A minor service category shall be defined as any service request that affects; one (1) individual inmate telephone or BCD not operational, static or other noise heard on the telephone line, iCON system administration action needed, new or customized report requested, or additional training requested. All minor category service requests shall be addressed within eight (8) hours of the report with problem resolution provided within twenty-four (24) hours.
  - **Major Service Category.** A major service category shall be defined as any service request that affects; two (2) or more inmate telephones or BCDs not operational, call detail/recording information not listing on the iCON System, call recording or live monitoring utilities not-operational or dysfunctional. All major category service requests shall be addressed within four (4) hours of the report with problem resolution provided within four (4) hours of the report unless otherwise negotiated with the District.

- **Emergency Service Category.** A major service category shall be defined as any service request that reports twenty five (25%) of inmate telephones or BCDs being disabled in any location of the Detention Center. All major category service requests shall be addressed within one (1) hour and a service technician guaranteed on-site within two (2) hours of the report.

## 1.2 Bridge Communication Devices and Services (BCDs).

- BCDs. The Company agrees to provide, install and maintain up to thirty-nine (39) Bridge Communication Devices at the Yuma County Detention Center- Main Facility and Annex. The BCD devices will provide remote and on site video visitation services. If requested by the District at any time during the service period the BCD devices will also provide secure Instant Messaging (e-mail) services, and Video Messaging Services. The BCDs will also have the ability function as inmate telephones.
- Video Visitation Kiosks. The Company agrees to provide, install and maintain up to eleven (11) Video Visitation Kiosks for public use at the Yuma County Detention Center- Main Facility and Annex.
- Video Visitation Service. Upon request by the District the Company agrees to provide remote and onsite video visitation service at the Yuma County Detention Center- Main Facility and Annex.

## 1.3 Hardware & Software.

- Installation. During the term of this agreement, Legacy shall supply a fully functional and supported turn-key solution, at no cost to the District, that includes such computer equipment and software to enable the District and its inmates to access the services listed in this agreement. Computer equipment and software includes necessary network cabling, power, and any other associated peripheral devices required for network services.
- Updates. During the term of this agreement, Legacy shall provide the latest generation release of hardware and software services to the District. All required system updates and enhancements shall be provided at no cost to the District.
- Removal. At the expiration or termination of this agreement, Legacy shall remove all hardware and software from the Yuma County Detention Center- Main Facility and Annex at no cost to the District. Effective immediately upon the expiration or termination of this agreement, all applicable network software shall automatically and without notice terminate and expire.

## 2. **COMPENSATION**

- 2.1 Call Commissions. Legacy agrees to pay the District a percentage of all billed and collected inmate call, remote video visit, instant messaging (E-mail) and video messaging revenue. Refer to Exhibit "A"

- 2.2 Inmate Call Commission Payment. Legacy shall remit all commissions due to the District thirty (30) days after the end of each calendar month (EOM). Legacy will pay the District the sum of \$5000.00 for every occurrence in which commission payments are not paid on time.
- 2.3 Payment Calculation. Gross billable revenue is calculated as the sum of minutes and charges. Commission due the District shall be calculated as the product of the total gross billable revenue multiplied by the contracted percentage allowance. Refer to Exhibit "A".

### **3. COMPLIANCE WITH LAW**

- 3.1 Compliance with Law. Legacy shall comply with all laws, rules and regulations affecting its obligations in conjunction with the provision of the Services including, without limitation, those relating to provision of information to End Users regarding telecommunication services.
- 3.2 Regulatory Changes. This Agreement is subject to the applicable federal and state laws, rules, and regulations relating to inmate telephone services, and to regulatory or other governmental orders, rules, regulations or approvals as may apply from time to time. The parties acknowledge and agree that the applicable Laws may be deleted, amended, or added to from time to time, and that such alterations may create a conflict between the then-current Laws and the terms or operation of this Agreement. If any conflict between this Agreement and such Laws or regulations exists, or comes in to existence, during the Term or Renewal Term of this Agreement, then the Laws shall control and this Agreement shall be deemed modified accordingly.
- 3.2.1 Regulatory Requirements. This Agreement shall be construed in accordance with applicable state and federal laws, rules and regulations. In the event those regulatory or legal requirements are in any manner inconsistent with or require modification to the terms of this Agreement subsequent to the date of execution hereof, no written amendment or variation executed by both parties shall be necessary. Rather, any such amendment or variation shall be effective upon mailing of written notice by the Company via first-class, postage-prepaid mail or telephone facsimile transmission of written notice to the Yuma County Jail District.

### **4. SERVICE TERM**

- 4.1 Term. This Agreement will be for a period of one (1) year, beginning July 1, 2016 and ending July 1, 2017.
- 4.2 Renewal Options. Upon completion of the initial one (1) year term, the District at its own discretion, may exercise an option to renew the terms of this agreement for a period of one (1) additional year. The District may continue to renew this agreement annually for additional period of three (3) years. The District agrees to provide Legacy with sixty (60) day notice of its intent to renew the Agreement. All terms and conditions shall remain in effect during the subsequent renewal periods.



- 4.3 Termination: The District may terminate this Agreement, in its sole discretion, without penalty, upon ninety (90) calendar day's written notice. Upon receipt of termination notice, Legacy shall promptly discontinue services unless the notice directs otherwise.
- 4.4 May be cancelled Pursuant to A.R.S. § 38-511. All parties hereto acknowledge that this agreement is subject to cancellation by the District pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

## 5. MISCELLANEOUS

- 5.1 Governing Law. All parties hereto acknowledge that this agreement is subject to cancellation by District pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- 5.2 Non-Transferable or Assignability. Legacy shall not assign any of its rights or obligations under this contract without the prior written consent of the District. Any attempt to assign without such prior written consent shall be void.
- 5.3 Entire Agreement. Legacy and the District have read this agreement and agree to be bound by all of its terms, and further agree that it constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by both parties.
- 5.4 Non-Waiver Enforceability. Failure of the District to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Legacy of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part thereof, or the right of the District to enforce each provision.
- 5.5 Liabilities Against Procuring Agency: Legacy shall indemnify, keep and save harmless the County, all County agents, officials and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which are made against the County (a) by any Third Party for death, personal injury and /or property damage and which arise out of or result from Legacy's acts or omissions, or those of its employees, servants and agents, or (b) on account of any act, claim, or amount arising or recovered under workers' compensations law or (c) arising out of the failure of Legacy to conform to any statutes, ordinances, regulation, code, law or court decree. It is agreed that Legacy will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, Legacy agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by Legacy for the County.
- 5.6 Insurance Requirements. Without in any affecting the indemnity herein provided and, in addition thereto, Legacy shall secure and maintain throughout the term of the Contract, the following types of insurance with limits as shown:
- a. Workers Compensation – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements prescribed by Arizona law, covering all persons providing services on behalf of the Vendor

and all risks to such persons under contract. If Legacy has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" and the requirement for Workers' Compensation coverage will be waived by the District.

- b. Comprehensive General and Automobile Liability Insurance – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000/\$3,000,000.
- c. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim and occurrence.

Additional Named Insured. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Yuma County and the Yuma County Jail District, its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services here under.

Waiver of Subrogation Rights. Legacy shall require carriers of the above-required coverage to waive all rights of subrogation against Yuma County and the Yuma County Jail District, its officers, employees, agents, volunteers, Vendors, and subcontractors

Policies Primary and Non-Contributory. All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage. Legacy shall immediately furnish certificates of insurance to the District evidencing the insurance coverage, including the endorsements above required, prior to the commencement of the performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District. Legacy shall maintain such insurance from the time Legacy commences performance of the services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, Legacy shall furnish certified copies of the policies and all endorsements.

Certificate of Insurance. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance. Prior to commencing services under this contract, Legacy shall furnish the District with a Certificate of Insurance, or formal endorsements as required by the contract as issued by contractor's insurer(s) as evidenced that policies providing the required coverage's, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this project by name, RFP number and shall provide for not less than (30) days advanced notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Yuma County Risk Management Office  
198 Main Street  
Yuma, Arizona 85364.

Insurance Review. The above insurance requirements are subject to periodic review by the District. Yuma County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County/Legacy. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County/Legacy, inflation, or any other item reasonably related to the County's/Legacy's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Legacy agrees to execute any such amendment within thirty (30) days of receipt.

- 5.7 Notice. Notice shall be deemed to have been received upon receipt of a postage-prepaid letter or telephone facsimile transmission at the addresses set forth in the next sentence, unless otherwise changed by written notice from time to time. Notice to the Company shall be sent to Legacy Inmate Communications, 10833 Valley View Street - Suite 150, Cypress CA 90630. Attention: Contract Administrator, facsimile: 800-700-1116.

Notice to the Yuma County Jail District shall be sent to:

Sheriff Leon Wilmot  
Yuma County Sheriff's Office  
141 S. Third Avenue  
Yuma AZ. 85364

- 5.8 Confidentiality. Any other provision of this agreement notwithstanding, the parties acknowledge that Yuma County is a public institution, and as such is subject to Arizona Public Records ACT, A.R.S. 39-121, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law. In the event a public records request is made for information and/or documents designated as confidential or proprietary, the District will notify the other party as soon as possible. Legacy and the District agree to hold confidential all information shared that may be marked or indicated by the other. The District understands that Legacy's inmate communications operating system, iCON™, is proprietary and access to and all information about the system are to be considered confidential unless disclosure is required by state or federal law. Access to the system cannot be granted to any non-designated facility personnel. In the event that the District contract with a Vendor in the future to replace Legacy, the District will insure that the iCON™ system is not viewed or accessed by the Vendor.
- 5.9 Service Proposal for Inmate Telephone Service. It is agreed by both parties that Legacy's proposal to the Yuma County Jail District for Inmate Telephone and Video Visitation Service shall serve as an addendum to this Agreement, and is incorporated herein by this reference. All services, conditions, and terms set

forth by the District in its Request for Proposals for Inmate Telephone and Video Visitation Service at the Detention Center shall be considered an Addendum to this Agreement.

- 5.10 Legal Arizona Workers Act Compliance. To the extent applicable under A.R.S. § 41-4401, Legacy and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Company or subcontractor's breach of the mentioned warranty shall be deemed a material breach of the Agreement and may result in termination of the Agreement by the District. The Yuma County Jail District retains the legal right to randomly inspect the papers and records of the Company and its subcontractors who work on the Agreement to ensure that the Company and its subcontractors are complying with the warranty. That Company and its subcontractors further warrant to keep the papers and records open for inspection during normal business hours by Yuma County and to cooperate with County inspections.
- 5.11 Certification of No Scrutinized Business Operations. Pursuant to A.R.S. § 35-397, the Company here by certifies that it does not have scrutinized business operations, as defined in A.R.S. § 35-391(15), in Countries of Sudan or Iran.
- 5.12 Non-Discrimination: The parties agree to comply with all applicable state and federal laws, rules, regulation and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 5.13 Interference with Operations: Legacy shall not interfere with the normal operation of the Yuma County Detention Center, equipment, or the work of any Contractor or Sub-Contractor on County premises. When Legacy anticipates unavoidable interference, it shall so notify the District as soon as Legacy receives knowledge of that interference, and a Project Schedule adjustment shall be made accordingly. Should the interference request be denied and result in an unavoidable delay in the Project schedule, Legacy shall be entitled to a mutually agreed to extension of time for performance. The District shall have final determination of priorities in case of conflicts with the operation of others. Legacy shall not operate any of the County's equipment or control devices or those of any Contractor or Sub-Contractor on the County's premises, except at the direction and under the immediate supervision of the County's designated representative.
- 5.14 Non-Appropriation Clause. Legacy acknowledges that Customer is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Customer shall not activate the non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.



In **Witness Hereof**, the Company and the Yuma County Jail District have executed this Agreement on the 25th day of July, 2016. The individuals signing below warrant that they have the authority to sign for and on behalf of the respective parties.

**Legacy Inmate Communications**

  
\_\_\_\_\_  
**Signature**

Curtis A. Brown, President  
**Name/Title** (Please Print)

8/11/16  
\_\_\_\_\_  
**Date**

**Yuma County Jail District**

  
\_\_\_\_\_  
**Signature**

Leon Wilmot, Yuma County Sheriff  
**Name/Title** (Please Print)

July 25, 2016  
\_\_\_\_\_  
**Date**

## Exhibit "A" – Rates and Commission



### Yuma County End User Call Rates – Revenue Share

Type	Connection	Day	Evening/Weekend	
<b>Collect</b>				
Local	N/A	\$0.20	\$0.20	65%
Intralata	N/A	\$0.40	\$0.40	65%
Interlata	N/A	\$0.40	\$0.40	65%
Interstate	N/A	\$0.25	\$0.25	65%
Mexico/Canada	N/A	\$0.35	\$0.35	65%
International	N/A	\$0.50	\$0.50	65%
<b>Prepaid</b>				
Local	N/A	\$0.20	\$0.20	65%
Intralata	N/A	\$0.40	\$0.40	65%
Interlata	N/A	\$0.40	\$0.40	65%
Interstate	N/A	\$0.21	\$0.21	65%
Mexico/Canada	N/A	\$0.35	\$0.35	65%
International	N/A	\$0.50	\$0.50	65%
<b>Debit</b>				
Local	N/A	\$0.20	\$0.20	65%
Intralata	N/A	\$0.40	\$0.40	65%
Interlata	N/A	\$0.40	\$0.40	65%
Interstate	N/A	\$0.21	\$0.21	65%
Mexico/Canada	N/A	\$0.35	\$0.35	65%
International	N/A	\$0.50	\$0.50	65%

### End User Rates and County Revenue Share – BCD Services

SERVICE	END USER COST	COUNTY REVENUE SHARE
On-Site Video Visitation	None	None
Remote Video Visitation	\$0.35 per minute	55%
E-Mail/Instant Messaging	\$1.00 per message + Reply	55%
Video Messaging	\$2.50 per message	60%
Voice Messaging*	\$1.00 per message	55%

\*Voice Messaging services to be provided on both standard inmate telephones and BCDs.