

March 20, 2012

Sheriff Doug Barger
Adams County Sheriff's Department
210 W Broadway
Ritzville, WA 99169

RE: INMATE COMMUNICATION SERVICE AGREEMENT

Dear Sheriff Barger,

Please find enclosed an executed original copy of the Inmate Communication Service Agreement. On behalf of all of us here at Legacy we are grateful the opportunity to service the Sheriff's Department as its exclusive inmate communications provider for the County Jail. We will not let you down.

Francisco Flores, our Director Network Services, has been assigned to Project Manage our implementation of services at the facility. I want to assure you that the transition to our services will be problem free and require very little involvement of Jail staff. Frank will be contacting you within the next five (5) business days to begin the discussion for service transition.

Again, thank you so much for the incredible opportunity. Should you have any questions or concerns please do not hesitate to call me at anytime.

Sincerely,


Curtis A. Brown
President

Cc: Michael Harvey



Inmate Communication Service Agreement

This Agreement is made on this date, 3/ ~~14~~ /2012 by and between Legacy Inmate Communications a d.b.a. of Legacy International, Inc. ("Legacy" or "the Company") with principal offices at 10833 Valley View St., Suite 150, Cypress, CA. 90630 and the **County Sheriff's Department of Adams County** with principal offices located at 210 W Broadway, Ritz WA 99169. ("County Sheriff's Department").

RECITALS

WHEREAS, Legacy's proposal to the County Sheriff's Department includes installation and maintenance of; the inmate communication service and inmate communications management system iCON, and inmate telephones.

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

WHEREAS, the County Sheriff's Department of Adams County ("the County Sheriff's Department") operates and/or manages a correctional facility/detention center located in the County; and

WHEREAS, the County Sheriff's Department desires to enter into this Agreement in order to permit Inmates/Detainees the use of Company installed telephones to place collect, collect pre-paid, and/or Debit calls via Legacy network; and

WHEREAS, the Company agrees to provide the County Sheriff's Department with its inmate communications management system – iCON.

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 Services.

- (a) Collect Calls. To the extent consistent with applicable federal and state laws, rules and regulations, Legacy agrees to provide, and the County Sheriff's Department hereby agrees to accept the provision of operator services with automated assistance for the Adams County Sheriff's Department. 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 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 Adams County Sheriff's Department, announce the name of the "caller/inmate", provide an option to access rate information, and allow for acceptance or denial of the call.
- (b) Pre-Paid "Collect" Service. Legacy agrees to provide pre-paid collect service. The company will provide a toll-free access number for friends and family to call to set up pre-paid "collect" service accounts. The Company shall also provide access to an Internet site where pre-paid services can be ordered. The Company will also allow "collect" calls to be accepted by the called party with a valid credit card.

- (c) Inmate Telephones. The Company agrees to provide and maintain the inmate telephones for the entire period of this agreement, within the facility of the Adams County Jail, and at such locations therein as directed by the Sheriff.
- (d) Communications Management System (iCON). The Company agrees to provide access to its inmate communications management system iCON. iCON shall provide the facility the ability to record and store all inmate calls, live monitoring of inmate calls, detailed reporting of call traffic, and all other services offered in the Company's proposal to the County Sheriff's Department for provision of Inmate Phone System and Services.

2. COMPENSATION

- 2.1 Compensation. The Company agrees to pay Adams County Sheriff's Department **66%** of all gross billable call revenue.
- 2.2 Payment. The Company shall remit all due payments to Adams County Sheriff's Department Thirty (30) days after the end of the month (EOM).
- 2.3 Payment Calculation. Gross billable revenue is calculated as the sum of billable minutes and charges. Payment due to the County Sheriff's Department funds shall be calculated as the product of the total gross billable revenue multiplied by the compensation percentage.

3. COMPLIANCE WITH LAW

- 3.1 Compliance with Law. Legacy shall comply with all laws, rules and regulations affecting its obligations including, without limitation, those relating to provision of information to End Users regarding operator services.

4. TERMINATION AND CANCELLATION

- 4.1 Term. This agreement shall commence on the date of installation of Legacy's services and shall continue in full force and effect, unless terminated earlier, for a period of Three (3) years.
- 4.2 Termination. The Sheriff's Department reserves the right to terminate this agreement for cause upon the Company's failure to perform the services provided hereunder to the satisfaction of the Sheriff, or fails to otherwise comply with any other covenant of this agreement. Any such termination occurring pursuant to this paragraph shall be preceded by at least 60 days prior written notice to the Company specifying the reasons for termination.
- 4.3 Automatic Renewal. This Agreement shall automatically renew at the end of the initial term set forth in paragraph 4.1 above, upon the same terms and conditions as set forth herein, unless either party provides the other with at least 90 days prior written notice of intent not to renew.

5. MISCELLANEOUS

- 5.1 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Washington, and shall be deemed performable in Adams County. The parties further agree that venue for any suit or action arising out of this agreement shall be in the Superior Court for Adams County, Washington.

- 5.2 Assignment. Notwithstanding the foregoing, neither the County Sheriff's Department nor Legacy may assign their rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- 5.3 Enforceability. The invalidity or enforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof.
- 5.4 Notice. Notice shall be deemed to have been made upon deposit in the US mails of postage-prepaid letter, and to have been received upon receipt of a postage-prepaid letter 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. Notice to the County Sheriff's Department of Adams County shall be sent to the attention of the Sheriff at 210 West Broadway Avenue, Ritzville, WA 99169.
- 5.5 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 County Sheriff's Department .
- 5.6 Confidentiality. Legacy and the County Sheriff's Department agree to hold confidential, subject to applicable state and federal disclosure laws (including without limitation RCW 42.56), all information shared that may be marked or indicated by the other. The County Sheriff's Department 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. Access to the system can not be granted to any non-designated County Sheriff's Department personnel. Should the County Sheriff's Department contract a Vendor in the future to replace Legacy, the County Sheriff's Department will ensure that the iCON system is not viewed or accessed by the Vendor. Legacy agrees that it will not distribute or advertise information about its relationship with the County Sheriff's Department unless first given written permission to do so.
- 5.7 Proposal for The Inmate Phone System. It is agreed by both parties that Legacy's proposal to the County Sheriff's Department to furnish an inmate phone system and service shall serve as an addendum to this Agreement. All services, conditions, and terms set forth in Legacy's proposal shall be considered part of this Agreement unless offered as an Option within a proposal; Options are separate from this agreement unless included within the Recitals of this Agreement or added as an Addendum. All services, conditions, and terms set forth in Legacy's proposal shall be considered part of this Agreement.



In Witness Hereof, the Company and the County Sheriff's Department have executed this Agreement on this 14 date of March, 2012. 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)

Date:

3/20/12

Adams County Sheriff

Signature

DOUGLAS BARGER SHERIFF

Name/Title (Please Print)

Date:

03-14-2012

Adams Board of County Commissioners

Signature

Chair Commissioner

Name/Title (Please Print)

Date:

3/14/12



Attachment A Profile Setup Form

Please complete this form in its entirety

Date: 3/ /2012

Facility Information

Facility Name: Adams County Sheriff Office

Facility Physical Address: 210 W Broadway

Facility Mailing Address: 210 W Broadway

City: Ritzville

State: WA

Zip: 99169

Facility type: County Sheriff's Department

Contract Type: New

Contact Information

Contact Name: Doug Barger

Title: Sheriff

Phone: (509) 659-1122

Fax: (509) 659-1724

Cell: () -

Email: dougb@adams.wa.us

Equipment

Inmate Phones: 7

Model: OTC-2110V2LS

Visitation Phones: 4

Model: CT-50

TTY/TDD Phones: 0

Rollaway phones: 0

Phone enclosures: 0

Call detection unit: 0

Model: [Click here to select model](#)

Cordless phones: 0

Workstation: 0

Monitor: 0

Printer: 0

Backup power Supply: 0

Payphones: 0

Services Options:

Record / Monitor inmate calls: Yes

J.M.S/ O.M.S. integration: future

Current vendor J.M.S/ O.M.S: Spillman

PIN required for ITS: Select option

AccuPin: No

Record / Monitor visitation phones: Yes

Kiosk integration: No

Current vendor Kiosk:

PIN required for debit card calling: No

Location Based Services: No

Payment options:

Wire transfer: Yes

UPS overnight: Yes

Regular mail: Select option

Mailing address:



Attachment A

Profile Setup Form

Please complete this form in its entirety

State in which the facility is located in: **Washington**

Local rate:

Connect Charge: 1.30 1st Minute: 0.15 Additional Minutes: 0.15 Commission%: 66%

Intralata:

Connect Charge: 3.95 1st Minute: 0.50 Additional Minutes: 0.50 Commission%: 66%

Interlata:

Connect Charge: 3.95 1st Minute: 0.59 Additional Minutes: 0.59 Commission%: 66%

Interstate:

Connect Charge: 3.95 1st Minute: 0.89 Additional Minutes: 0.89 Commission%: 66%

Canada:

Connect Charge: 4.99 1st Minute: 0.99 Additional Minutes: 0.99 Commission%: 66%

International:

Connect Charge: 4.99 1st Minute: 0.99 Additional Minutes: 0.99 Commission%: 66%


Mexico:

Connect Charge: 4.99 1st Minute: 0.99 Additional Minutes: 0.99 Commission%: 66%

Debit Calling

Domestic: 1st Minute: 0.50 Additional Minutes: 0.50 Commission%: 66%

International 1st Minute: 1.25 Additional Minutes: 1.25 Commission%: 66%

Legacy Initials 

Date: 3/12/12

Customer Initials 

Date: 03-14-2012

County Commissioners Initials _____

Date: _____