

**AMENDMENT TO BOARD OF SUPERVISORS  
AGREEMENT NO. 11-147**

This Amendment to BOS Agreement No. 11-147 is entered into this 17th day of July, 2015, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Legacy Inmate Communications, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 11-147 was entered into on November 15, 2011, and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and Legacy Inmate Communications, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original BOS Agreement No. 11-147, from November 4, 2016 to November 4, 2019; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to include video visitation services to the inmates of the Mendocino County Jail and their family and friends, in this document.

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to formally reflect changes in the cost of interstate collect, pre-paid, and debit calls pursuant to Federal Communications Commission Proceeding 12-375.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original BOS Agreement No. 11-147 will be extended from November 4, 2016 to November 4, 2019.
2. Video visitation services between inmates of the Mendocino County Jail and their family and friends will be offered as outlined in the amended Exhibit A, Scope of Services.
3. CONTRACTOR shall pay COUNTY commission on video visits as outlined in the amended Exhibit B, Payment Terms.
3. Charges for interstate phone calls are modified in accordance with Federal Communications Commission Proceeding 12-375, included in this amendment as Exhibit D, FCC Consumer Guide, Inmate Telephone Service, 3/5/14.

All other terms and conditions of BOS Agreement No. 11-147 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DEPARTMENT FISCAL REVIEW:**

Thomas D. Altman 7-23-15  
Thomas D. Altman, Sheriff DATE

Budgeted: Yes X No

Budget Unit: 2410

Line Item: This is a "revenue" contract

Grant:  Yes  No

Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: Curtis A. Brown  
Curtis A. Brown, President

**NAME AND ADDRESS OF CONTRACTOR:**

Legacy Inmate Communications

10833 Valley View Street, Suite 150

Cypress, CA 90630

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

DOUGLAS L. LOSAK, Interim County Counsel

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

By: \_\_\_\_\_

CARMEL J. ANGELO, Clerk of said Board

By: \_\_\_\_\_  
Deputy

**INSURANCE REQUIREMENTS:**

Alan D. Flora  
Alan D. Flora  
Assistant CEO/Risk Manager

**FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO/Fiscal

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By: Carmel J. Angelo  
CARMEL J. ANGELO/Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors  
Exception to Bid Process Required/Completed  \_\_\_\_\_

BOS AGREEMENT NO 11-147  
AMENDMENT TO BOARD OF SUPERVISORS  
Signature Page #2

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Buck Gantel, CPD  
Buck Gantel, Chief  
Mendocino County Probation Dept.

8/13/15  
Date

**BOS AGREEMENT 11-147 (AMENDMENT)  
EXHIBIT A**

**DEFINITION OF SERVICES**

CONTRACTOR shall provide the following services:

Will furnish, installation, and maintenance of charge-call (coinless) pay telephones to provide local, long distance, and international calling in the Mendocino County Jail and Juvenile Hall facilities and provide the necessary equipment, software and personnel expertise to implement, maintain, reproduce and monitor audio recordings of all non-legal calls in this contract.

(a) Collect Calls. The Company agrees to provide local, intralata, interlata, interstate and international calling to the inmates. To the extent consistent with applicable federal and state laws, rules and regulations, CONTRACTOR agrees to provide, and the COUNTY hereby agrees to accept the provision of operator services with automated assistance for the COUNTY detention facilities. Each operator service call originating from the telephones and placed through the Company may be charged "collect" to pre-approved destinations. CONTRACTOR 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. CONTRACTOR shall notify each called destination that the call is coming from a Correctional Center, 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. CONTRACTOR 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 Services CONTRACTOR agrees to provide COUNTY inmate pre-paid Debit Card and/or Cardless Debit Services as needed. The CONTRACTOR will provide Debit Cards to the County as requested. Debit calling services can be utilized to call any destination worldwide. Standard Card denominations are \$5, \$10, \$20, \$30, \$40, and \$50. The CONTRACTOR will work with the Commissary Vendor as needed to provide pre-paid Debit Services. The COUNTY may also request for Cardless Debit Service whereas the inmate may shall pre-pay for calling time and have that time added to their Personal Identification Number (PIN). The COUNTY is to receive the offered commission percentage for all inmate purchased Debit Card or Cardless debit calls.

(d) Inmate Telephones. The CONTRACTOR agrees to provide the inmate phones for the entire period of this Agreement. Including adding additional phones as needed and requested by the COUNTY.

(e) Communications Management System (iCON™). The CONTRACTOR agrees to provide access to its inmate communications management system - iCON™. iCON™ shall provide the COUNTY with the ability to record and store all inmate calls, live monitor inmate calls, detail reporting of call traffic, and all other options and services offered in the CONTRACTOR proposal for Inmate Telephone Services.

(f) Visitation Telephone Monitoring and Recording. The CONTRACTOR agrees to provide full monitoring and recording capabilities on all visitation telephone sets.

(g) Cellular Detection Devices. CONTRACTOR agrees to provide the County with two (2) Wolfhound Lite Cellular Detection Devices.

(h) Customer Service. The CONTRACTOR agrees to provide twenty-four hour customer support, three hundred sixty-five days a year subject to all terms and conditions as set forth in its proposal and response to the COUNTY RFP for Inmate Telephone Services.

(i) Compensatory Performance Measures: CONTRACTOR agrees to pay COUNTY a \$1,000.00 liability payment for each occasion that the contracted response service levels are not met.

(j) Juvenile Hall Payment: Juvenile Hall has three phones. These phones will be commission only. The commission will be separated out from the County Jail by CONTRACTOR and a monthly check will be sent to the Mendocino County Juvenile Hall 589 Low Gap Road Ukiah, CA 95482.

**The CONTRACTOR and COUNTY agree to the following terms of the contract amendment effective July 17, 2015:**

**CONTRACTOR will furnish, program and maintain video visitation units to provide video visitation opportunities to inmates of the Mendocino County Jail. This includes providing all necessary equipment, software and personnel expertise to implement, maintain, schedule video visits, resolve customer issues, and reproduce and monitor video recordings in this contract. The Jail-wide video visitation program shall be operational no later than September 1, 2015.**

**(a) Customer Service. The CONTRACTOR agrees to provide twenty-four hour customer support, three hundred sixty-five days a year for assistance with scheduling/cancelling video visitation appointments, responding to inquiries regarding fees, refunds, and resolving customer issues.**

**(b) Technical Support. The CONTRACTOR agrees to provide on-site and remote technical support in response to COUNTY reports of program and equipment malfunctions. In the event of a malfunction that affects the completion**

of scheduled video visits, CONTRACTOR will contact the scheduling party and advise of options for cancellation and/or rescheduling. Cancellations as a result of equipment and/or programming malfunctions shall not be subject to the 48 hour cancellation rule cited in (d).

(c) The COUNTY shall provide all business rules to the CONTRACTOR including but not limited to, hours of video visitation by housing unit, video visit duration options, number of permitted video visits per inmate, pre-approval of video visitations. The CONTRACTOR agrees that modifications to the initial business rules shall be permitted. The COUNTY agrees to notify the CONTRACTOR of business rule modifications no less than 30 days in advance.

(d) The COUNTY and the CONTRACTOR agree to inform inmates and the public of business rules requiring video visits to be scheduled at least 48 hours in advance and/or canceled 48 hours in advance to receive a refund.

(e) The COUNTY and the CONTRACTOR agree that the per minute charge for video visitation payable by the individual scheduling the video visit shall be \$.35 per minute for the term of this Agreement.

(f) The CONTRACTOR agrees to design, develop and make available to the COUNTY a report of revenue generated from video visits, accessible in the ICON system. This report shall be available within 90 days from the implementation of Jail-wide video visitation and shall reflect revenue from video visits generated retroactive to the official implementation date.

**EXHIBIT B  
BOS AGREEMENT 11-147 (AMENDMENT)**

**PAYMENT TERMS**

CONTRACTOR agrees to pay the COUNTY a monthly gross billed revenue compensation rate of sixty-nine percent (69%) of all billed and collected automated operator service inmate call traffic. The CONTRACTOR shall remit all due commissions to the COUNTY thirty days after the end of each calendar month. CONTRACTOR will pay a one-time Bonus in the amount of fifty thousand dollars (\$50,000). The Bonus payment will be issued thirty (30) days after the establishment of CONTRACTOR's services at the COUNTY correctional facilities.

Minimum Annual Guarantee (MAG). The Annual Commission Payments are guaranteed to be at least equal to two hundred thousand dollars (\$200,000.00). At the end of the each twelve (12) month commission period, CONTRACTOR will pay (true-up) the amount due over the MAG of earned commissions of 69% of the gross billable revenue for the twelve (12) month period. Actual commissions will accrue against the MAG and will be reviewed, calculated and settled no later than sixty (60) days after the last day of the 12 month commission period. The annual settlement will consist of a comparison of the commissions paid vs. the annual guaranteed amount. If the minimum guaranteed amount exceeds the paid commissions the CONTRACTOR shall pay the COUNTY the difference.

Average Daily Population. CONTRACTOR's MAG shall be adjusted in the event that the Average Daily Population for any twelve (12) month period decreases below 210 inmates. The MAG shall be adjusted to \$583.33 per inmate multiplied by the actual ADP.

Call Rates. The following inmate telephone call rates shall apply:

Inmate Telephone Rates – Mendocino County Collect and Prepaid Collect			
Mileage Band	Connection	Per Minute- Day	Per Minute- Night
Local Calls	\$2.36	\$ 0.0800	\$ 0.0800
IntraLATA	\$2.96	\$ 0.1500	\$ 0.1500
InterLATA	\$2.96	\$ 0.5500	\$ 0.5500
<b>Interstate</b>	<b>\$0.00</b>	<b>\$ 0.2500</b>	<b>\$ 0.2500</b>
Canada-Caribbean	\$4.99	\$ 1.1500	\$ 1.1500
Mexico	\$4.99	\$ 1.1500	\$ 1.1500



Inmate Telephone Rates – Mendocino County Debit Card / Cardless			
Mileage Band	Connection	Per Minute- Day	Per Minute- Night
Local Calls	\$0.00	\$ 0.2000	\$ 0.2000
IntraLATA	\$0.00	\$ 0.3000	\$ 0.3000
InterLATA	\$0.00	\$ 0.3000	\$ 0.3000
<b>Interstate</b>	<b>\$0.00</b>	<b>\$ 0.2100</b>	<b>\$ 0.2100</b>
Canada-Caribbean	\$0.00	\$ 1.0000	\$ 0.7500
Mexico	\$0.00	\$ 1.2500	\$ 1.2500

### Video Visitation

**Rates.** The cost of video visitation will be \$.35 per minute. Mileage Band is not applicable to video visitation.

**Reimbursement.** CONTRACTOR agrees to reimburse the COUNTY Twelve Thousand dollars (\$12,000.00) for the installation of electrical and data wiring which is necessary for the video visitation program.

### Commission.

a) CONTRACTOR agrees to pay the COUNTY a monthly gross billed revenue compensation rate of Fifty percent (50%) for all billed and collected video visits. The CONTRACTOR shall remit all due commissions to the COUNTY thirty days after the end of each calendar month. This payment may be included in the monthly commission checks for pre-paid and collect telephone calls, but shall be identified as video visitation commission.

b) The CONTRACTOR and COUNTY agree that the 50% commission of all billed and collected video visits shall be effective after the CONTRACTOR has earned Seven Thousand dollars of gross billed revenue from video visitations at the Mendocino County Jail. The calculation of applicable gross billed revenue shall begin on September 1, 2015.

c) The CONTRACTOR and COUNTY agree that video visitation commissions shall not be applicable to the Minimum Annual Guarantee (MAG) in effect for inmate telephone calls.

[END OF PAYMENT TERMS]

**EXHIBIT D**  
**Federal Communications Commission Consumer Guide**  
**Inmate Telephone Service, 3/5/2014**  
**Reference: FCC Rule 12-375**