

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. 20112002
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Originating Department:	Whatcom County Sheriff/Corrections Bureau
Contract Administrator:	Karen Walker, Adm Coordinator
Contractor's / Agency Name:	Legacy Inmate Communications
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, previous number(s): _____	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s) _____ CFDA # _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, associated Whatcom County grant contract number(s) _____	
Is this contract the result of a RFP or Bid process? Contract Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, RFP and Bid number(s) <u>11-83</u> Cost Center: 118000	
Is this contract excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration	
If yes, indicate qualified exclusion(s) below: <input type="checkbox"/> Contract less than \$100,000. <input checked="" type="checkbox"/> Professional services agreement for certified/licensed professional <input type="checkbox"/> Work is for less than 120 days <input type="checkbox"/> Contract for Commercial off the shelf items (COTS) <input type="checkbox"/> Interlocal Agreement (between Govt.) <input type="checkbox"/> Public Works Dept. - Local Agency/Federally Funded FHWA	
Contract Amount:(sum of orig contract amt and any prior amendments) Revenue generating agreement	If a Professional Services Agreement is more than \$15,000 or a Bid is more than \$35,000, please submit an Agenda Bill for Council approval and a supporting memo. Any amendment that provides either a 10% increase in amount or more than \$10,000, whichever is greater, must also go to Council and will need an agenda bill and supporting memo. If less than these thresholds, just submit to Executive with supporting memo for approval.
Scope of Services: [Insert language from contract (Exhibit A) or summarize; expand space as necessary] Legacy Inmate Communications was awarded the bid for Inmate Telephone services for 2012. Legacy agrees to pay the County seventy percent (70%) of all billed and collected automated "collect" operator service traffic and prepaid "collect" service. An additional signing bonus of twenty thousand dollars (\$20,000) will be issued to the County thirty (30) days post installation of Legacy's services.	
Term of Contract: 3 years	Expiration Date: 3 years from time of signature

- | Contract Routing Steps & Signoff: [sign or initial] | [indicate date transmitted] |
|---|--|
| 1. Prepared by <u>kw</u> | Date <u>11/15/11</u> [electronic] |
| 2. Attorney reviewed _____ | Date _____ [electronic] |
| 3. AS Finance reviewed <u>bennett</u> | Date <u>12/5/11</u> [electronic] |
| 4. IT reviewed if IT related _____ | Date _____ [electronic] |
| 5. Corrections made _____ | Date _____ [electronic] hard copy printed |
| 6. Attorney signoff <u>Row</u> | Date <u>11-12-11</u> |
| 7. Contractor signed <input checked="" type="checkbox"/> | Date <u>12-1-11</u> |
| 8. Submitted to Exec Office <input checked="" type="checkbox"/> | Date <u>12-5-11</u> [summary via electronic; hardcopies] |
| 9. Reviewed by DCA _____ | Date _____ |
| 10. Council approved (if necessary) _____ | Date _____ |
| 11. Executive signed <input checked="" type="checkbox"/> | Date <u>12-13-11</u> |
| 12. Contractor Original Returned to dept. <input checked="" type="checkbox"/> | Date <u>12-13-11</u> |
| 13. County Original to Council <input checked="" type="checkbox"/> | Date <u>12-13-11</u> |



Legacy Inmate Communications

Telephone System Agreement

This Agreement is made this the 13th day of December, 2011, 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 **Whatcom County** with principal offices located at Whatcom County Public Safety Building, **311 Grand Avenue, Bellingham Washington 98225.**

RECITALS

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

WHEREAS, Legacy will provide and maintain for the life of this Agreement new inmate telephones to be installed at the Whatcom County Jail and Juvenile Detention located at 311 Grand Avenue, Bellingham Washington and Whatcom County Work Center located at 2030 Division Street; and

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

WHEREAS, the County operates and/or manages an Adult and Juvenile correctional facility/detention center; and

WHEREAS, the County 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's services; 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. SCOPE OF 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 hereby agrees to accept the provision of operator services with automated assistance for the Whatcom County Jail, the Whatcom County Work Center, and Whatcom County Juvenile Detention. 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 Whatcom County Jail, announce the name of the "caller/inmate", provide an option to access rate information, and allow for acceptance or denial of the call. Legacy agrees to provide collect call services to cell phones as well as land lines, and agrees to provide collect call services to Canada, Mexico, the United Kingdom, Japan, Germany and the Caribbean Islands.

- (b) Pre-Paid "Collect" 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. Legacy shall also provide its "Friends and Family" program.
- (c) Debit Card/Cardless Debit. Legacy agrees to provide Debit Card and/or Cardless Debit services as required under this Agreement.
- (d) Inmate Phones. The Company 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 Company agrees to provide access to its inmate communications management system - iCON™. iCON™ shall provide the Whatcom County Jail with the ability to record and store all inmate calls, live monitor inmate calls, detail reporting of call traffic, uncharged use by the County of the inmate voice mail option, and all other options and services offered in the Company's proposal for Inmate Telephone Services.
- (f) Training: The Company agrees to provide training to County personnel, including those law enforcement investigators for whom the County provides jail services, in the use of the iCON system to the extent offered in The Company's proposal for Inmate Telephone Services.
- (g) Service: The Company agrees to provide both local and remote trouble shooting and repair services, as described in the Company's proposal for Inmate Phone Services, including the ability of offenders, friends and families to report phone system issues directly to The Company.

2. **COMPENSATION**

- 2.1 Commissions. The Company agrees to pay the County seventy percent (**70%**) of all billed and collected automated "collect" operator service traffic and prepaid "collect" service. An additional signing bonus of twenty thousand dollars (**\$20,000.00**) will be issued to the County thirty (30) days post installation of Legacy's services.
- 2.2 Payment. The Company shall remit all due commissions to the Whatcom County thirty (30) days after the end of each calendar month (EOM). Commission Checks are to be mailed to the following address:

 Whatcom County Finance
 311 Grand Ave., Ste 503
 Bellingham, WA 98225
 Attention: Diana Weisenburger
- 2.3 Payment Calculation. Gross billable revenue is calculated as the sum of minutes and charges. Commission due Whatcom County shall be calculated as the product of the total gross billable revenue multiplied by the contracted percentage allowance.

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 including, without limitation, those relating to provision of information to End Users regarding operator services.

- 3.2 Taxes: All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

4. TERMINATION AND CANCELLATION

- 4.1 Term of the Agreement. The term of this Agreement shall commence on the date of the establishment of services at the Whatcom County detention facilities and shall remain in effect for a period of three (3) years.
- 4.2 Renewal Options. Upon completion of a three (3) year term Whatcom County, at its own discretion, may exercise an option to renew the terms of this agreement, for three (3) additional one (1) year terms. Whatcom County will provide Legacy with sixty (60) day notice of its intent to renew the Agreement and the end of each one year term. All terms and conditions shall remain in effect during the subsequent renewal periods.
- 4.3 Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the contract, or becomes insolvent, or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.
- 4.4 Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual services/materials provided at unit contract prices. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

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 Whatcom County. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom.

- 5.2 Assignment. Notwithstanding the foregoing, neither County 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 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 Whatcom County shall be sent to:

Wendy Jones, Chief Corrections Deputy
Whatcom County Jail
311 Grand Ave.
Bellingham, WA 98225
Phone 360-676-6848 Fax: 360-676-6833
Email: wjones@co.whatcom.wa.us

- 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 Whatcom County.
- 5.6 Confidentiality. Legacy and the County agree to hold confidential all information shared that may be marked or indicated by the other. The County 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. Should the County contract with a Vendor in the future to replace Legacy, the County will insure that the iCON™ system is not viewed or accessed by the Vendor.
- 5.7 Service Proposal for Inmate Telephone Service. It is agreed by both parties that Legacy's proposal to Whatcom County for Inmate Telephone 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.
- 5.8 Independent Contractor: The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Employees or subcontractors of the Contractor are not entitled to any of the benefits which the County provides for County Employees. The Contractor shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors or otherwise, throughout the terms of this agreement.

- 5.9 Assignment and Subcontracting: The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
- 5.10 Right to Review: This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with, or evaluations by, service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.
- 5.11 Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting there from, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees.

Conversely, Whatcom County shall indemnify and hold harmless the contractor, its agents, subcontractors, servants and/or employees and/or staff from any and all claims, actions, lawsuits, damages, judgments or liabilities arising out of the operation and maintenance of the Whatcom County Jail or Work Center, including maintaining security, as well as acts performed by the Contractor done in the course of providing inmate phone services to Whatcom County.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

- 5.12 Non-Discrimination in Employment: The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, sexual orientation, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital

status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

- 5.13 Non-Discrimination in Client Services: The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

Conflict of Interest: If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees or subcontractors involved in the performance of this Agreement, shall have, or develop, an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

5.14 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written

**WHATCOM COUNTY:
Recommended for Approval:**

42 Donk, Fore
Sheriff

11/16/11
Date

Approved as to form:

Reidull J. Watts
Prosecuting Attorney

11-16-11
Date

Approved:

Accepted for Whatcom County:

By: Pete Kremen
Pete Kremen, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

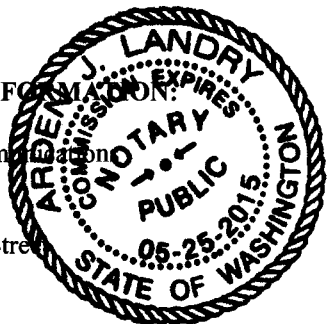
On this 13th day of Dec, 2011, before me personally appeared Pete Kremen, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Ardren Landry
NOTARY PUBLIC in and for the State of Washington,
residing at Bellevue My commission expires
05-25-2015

CONTRACTOR INFORMATION:

Legacy Inmate Comm. Station

Address:
10833 Valley View Street
Suite 150
Cypress, CA 90630



Contact Name: Patrick Snook, Manager of Information Technology
Contact Phone: 1.800.670.0015
Contact FAX: 1.800.700.1116
Contact Email: psnook@golegacy.com

Exhibit "A"

Call Rates

Inmate Telephone Rates – Whatcom County			
Collect and Prepaid Collect			
Mileage Band	Connection	Per Minute - Day	Per Minute - Evening
Local Calls	\$ 1.74	\$ 0.1600	\$ 0.1000
IntraLATA	\$ 1.74	\$ 0.2800	\$ 0.1800
InterLATA	\$ 3.15	\$ 0.2800	\$ 0.1800
Interstate	\$ 3.89	\$ 0.8900	\$ 0.8900
Mexico/Canada	\$ 4.99	\$ 0.9900	\$ 0.9900
International	\$ 5.99	\$ 1.1500	\$ 1.1500

- A one-time Friends and Family Prepaid Collect Account Set-Up Fee of \$7.99 Will Apply
- A Prepaid Collect Account Replenish Fee of \$1.50 Will Apply

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 676-6650



JEFF PARKS
UNDERSHERIFF

ART EDGE
CHIEF DEPUTY

DOUG CHADWICK
CHIEF DEPUTY

STEVE COOLEY
CHIEF INSPECTOR

WENDY JONES
CHIEF OF CORRECTIONS

MEMORANDUM

RECEIVED

TO: Pete Kremen, County Executive

FROM: Bill Elfo, Sheriff *Bill Elfo, Sheriff*

RE: Legacy Inmate Communications Telephone System Agreement with Whatcom County

DATE: November 15, 2011

DEC 2 - 2011

PETE KREMEN
COUNTY EXECUTIVE

Enclosed are two (2) originals of the agreement between Legacy Inmate Communications and Whatcom County for inmate telephone service for your review and signature.

▪ **Background and Purpose**

Legacy Inmate Communications was awarded the bid for Inmate Telephone services for 2012. Legacy agrees to pay the County seventy percent (70%) of all billed and collected automated "collect" operator service traffic and prepaid "collect" service. An additional signing bonus of twenty thousand dollars (\$20,000) will be issued to the County thirty (30) days post installation of Legacy's services.

▪ **Funding Amount and Source**

The revenue for this contract is received in the Jail budget under 118000.4369.9001. The county will receive a commission of seventy percent of inmate call revenues and an additional twenty thousand (\$20,000) signing bonus.

▪ **Differences from Previous Contract**

This is a new telephone service provider and an entirely new agreement.

Please contact Karen Walker at extension 50467, if you have any questions or concerns regarding the terms of this agreement.

Encl.