

1 visiting phones) within the COUNTY'S detention facilities. The system to
2 be installed by CONTRACTOR shall also include a video phone and
3 software visitation system, which shall consist of a minimum of one video
4 phone on a rolling cart. The system must be of an open architecture to
5 allow ease of integration with existing or future systems that operate on
6 either PC based networks, mainframes, or other platforms. The contractor
7 must provide documentation as to the compatibility of their system. The
8 system must meet Americans Disability Act (ADA) requirements and Title
9 15 and Title 24 of the California Code of Regulations.

- 10 i. CONTRACTOR shall be responsible for all ongoing maintenance
11 of all inmate telephone/video system hardware and software at
12 no cost to COUNTY. All repairs and issues arising after hours
13 and on weekends shall be reported through CONTRACTOR's
14 after hours repair service and/or on-site technician's phone
15 number.
- 16 ii. The video phone and software visitation system shall be installed
17 and operational within 30 days of the effective date of this
18 Agreement. CONTRACTOR shall train COUNTY staff on the
19 operation and use of this system within 30 days of the effective
20 date of this Agreement.
- 21 iii. CONTRACTOR shall provide a technician who shall be on-call
22 24 hours a day, seven days a week, and shall respond to all
23 service requests within the escalation plan as stated in
24 CONTRACTOR's Response to RFP 915-5281, pages 69-70.
- 25 iv. CONTRACTOR's technicians shall monthly inspect all inmate
26 telephones/video stations to ensure that all are fully operational.
27 CONTRACTOR's technicians shall respond to all requests for
28 service regarding inmate telephones/video stations, including all

1 hardware and software, and promptly make appropriate repairs
2 at no cost to COUNTY.

- 3 v. CONTRACTOR's technicians must complete and satisfy the
4 security clearance requirements of COUNTY's Sheriff's
5 Department.
- 6 vi. 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 COUNTY's detention facilities.
- 10 vii. 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 viii. 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 "0+" 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 Interstate
24 inmate telephone services at all times. All repair work shall be done in
25 such a manner as to minimize the disruption of telephone service and
26 assure the integrity of the facility security at all times. CONTRACTOR shall
27 assume all costs associated with providing InterLATA and Interstate inmate
28 telephone service. CONTRACTOR shall be responsible for all billing and

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

4 C. Provide On-Site Phone Monitoring Capabilities

5 CONTRACTOR shall provide all equipment and services necessary to
6 allow COUNTY to monitor phone activity on all phones, including visiting
7 phones and touch-pads. Monitoring capabilities shall include the ability to
8 record and store phone calls, live monitoring, and to restrict the recording
9 of certain numbers. The system should have the capability of
10 simultaneously recording all inmate calls 24 hours a day, 7 days a week.
11 The CONTRACTOR shall provide the ability for off line storage of call
12 recordings and video recordings. The system shall have robust querying
13 capabilities, which will allow for interactive searches of records using
14 several search and sort criteria, e.g., number called, number of times
15 called, phone initiating call, attempted 3 way calls etc. All video recordings
16 shall be available to COUNTY for 30 days. All phone recordings shall be
17 available to COUNTY for 7 years from termination of this Agreement.
18 CONTRACTOR'S provision of this equipment and services shall be at
19 CONTRACTOR'S sole cost and expense.

20 D. Provide Attorney – Client Privilege

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

25 E. Provide Three Way Call Blocking Capabilities

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

1 connections and allow user to generate reports. CONTRACTOR shall be
2 able to demonstrate accuracy of this feature by providing written reports.
3 CONTRACTOR shall be responsible for reimbursing fees, penalties to all
4 parties who are wrongfully charged for calls that result in the failure of the
5 Three Way Blocking Feature and the COUNTY shall receive commission
6 on said calls as if they had been legitimate.

7 F. Provide Call Announcement

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

22 G. Provide Private Call Blocking

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

26 H. Provide Call Duration

27 CONTRACTOR shall provide all equipment and services necessary to
28

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 and a written warning should be given ten (10) seconds before
6 terminating a video phone visitation

7 I. Provide Call Management

8 CONTRACTOR shall provide all equipment and services necessary to
9 provide automated voice recognition prompts in English. The system shall
10 be capable of providing automated operator voice prompts (Pre-Recorded)
11 in Spanish, Hmong, Vietnamese, Lao, and Punjabi at no extra cost to the
12 COUNTY. Modification to or additional languages shall be made at no
13 extra cost to the COUNTY. No more than ten (10) languages are available
14 on the system at any given time, as set forth in CONTRACTOR's
15 Response to RFP 915-5281, pg. 84. Any voice prompt required during the
16 operation of the inmate telephone shall be clear and concise.

17 J. Provide Fraud Detection and Prevention

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

25 K. Provide Inmate Information Telephonic Requests

26 CONTRACTOR shall provide all equipment and services necessary to
27 allow inmates to access "Inmate Information" over the telephone system to
28 automate Inmate Requests. The system will integrate with the COUNTY's

1 Sheriff's Office's (the "Sheriff's Office") Custody Management System
2 (Motorola, OffenderTrak) to provide inmates information regarding their
3 custodial status, e.g., charges, court date, bail amount, commissary
4 account balance, visiting hours remaining, etc. Information prompts shall
5 be available in English, Spanish, Hmong, Vietnamese, Lao, and Punjabi.
6 Modification to or additional languages shall be made at no extra cost to
7 the COUNTY. The "Inmate Information" system shall provide security
8 measures based on multiple Personal Identification Numbers (PIN's)
9 and/or biometrics to prevent unauthorized access to inmate information.
10 The telephone sets used for "Inmate Information" requests shall be
11 separate from those telephones currently used to make outside calls, but
12 may include the video phone when not in use for visiting. There shall be at
13 least one new "Inmate information" telephone in each housing pod or dorm
14 (approximately 77). The telephone sets used for Inmate Information shall
15 not be capable of making outside calls when functioning as the "Inmate
16 Information" system. The "Inmate Information" system telephones shall be
17 capable of being programmed by the COUNTY to schedule time for
18 "Inmate Information" requests and regular use for outside calling.
19 CONTRACTOR may have the option of providing access to the Inmate
20 Information System from any inmate telephone upon approval from the
21 COUNTY.

22 CONTRACTOR shall provide a list of formats their system will accept
23 inmate data from the COUNTY, e.g., XML, Text File, and methods for
24 delivering the data.

25 L. Provide Public Telephonic "Inmate Information" Requests

26 CONTRACTOR shall provide all equipment and services necessary to
27 allow the general public to access Fresno County Jail's "Inmate
28 Information" and other general information made available by the Sheriff's

1 Office. The system will integrate with the Sheriff's Office's Custody
2 Management System (Motorola, OffenderTrak) to provide "Inmates
3 Information", e.g., charges, court date, bail amount, commissary account
4 balance, visiting hours remaining, release date, facility information, etc.

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

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

22
23 M. Maintain Automated Victim Notification System (VINE)

24 CONTRACTOR shall be responsible for paying all charges associated with
25 the Victim Information Notification Everyday System (VINE), which is
26 currently in use at the Fresno County Detention Facility. This includes all
27 monthly charges, upgrades, and multiple language versions requested by
28

1 the COUNTY. Minimum features currently in place, which are to be
2 maintained:

- 3 • Full integration with existing Correctional Management System
4 (CMS) Motorola, OffenderTrak
- 5 • Automated dial in query of inmate status
- 6 • Automated registration of victims
- 7 • Letter generation
- 8 • Advanced voice recognition technology
- 9 • Automated notification
- 10 • Message confirmation
- 11 • Complete audit reports
- 12 • Foreign language capabilities

13
14 N. Provide Fair Rates to Inmates and Their Families

15 CONTRACTOR shall provide fair rates to inmates and their families.
16 Charges for calls shall not exceed Federal Communications Commission
17 Rates, California Public Service Commission tariffs and schedules. The
18 Call Rate Structure – Option 2, set forth in CONTRACTOR's Response to
19 RFP 915-5281, page 124 shall be applicable to this Agreement.

20 O. Provide Site Administrator/Account Executive Availability

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

1 P. Provide a Detailed Service Response Plan

2 CONTRACTOR will provide a detailed plan for reporting problems with the
3 system and how requests for service will be handled as referenced in
4 CONTRACTOR's Response to RFP 915-5281, pages 64 and 66-70.
5 Service must be available 24 hours a day and 365 days a year. Plan
6 needs to include whom to contact, phone numbers and pager numbers of
7 contact person, response time for completion of repairs, and a detailed
8 plan of how the vendor will correct potential problems.

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

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

24 R. Sheriff's Office (IWF) Compensation

25 CONTRACTOR shall pay the Sheriff's Office any money, refund, rebate, or
26 commission that is attributed to the use of pay telephones which are
27 primarily used by inmates while incarcerated as referenced in
28 CONTRACTOR's response to RFP 915-5281 Option 2 pgs. 124-125.

1 CONTRACTOR shall pay the Sheriff's Office a commission of 77% of all
2 billable revenue for the telephone and a commission of 65% for the video
3 phone visitation. Commissions shall be based on total gross billings, with
4 no deductions for fraud, line charges, equipment charges, uncollected or
5 uncollectible charges and billings, or other fees. CONTRACTOR shall
6 provide payment to the Sheriff's Office based on calls made between the
7 first day of the month and the last day of the same month and shall pay
8 monthly commissions by the 20th day of the month following the month in
9 which the revenue was generated. Monthly payment made by
10 CONTRACTOR to COUNTY shall be accompanied by a summary and
11 detailed documentation to support each commission payment type.
12 Monthly remittance shall be accompanied by a detailed usage report,
13 which shall be made available in a hardcopy as well as an electronic
14 spreadsheet form, e.g., MS Word, MS Excel. CONTRACTOR shall provide
15 COUNTY a year-end report by the 5th day of January for the preceding
16 year. The Sheriff's Office shall deposit in the Inmate Welfare Fund (IWF)
17 all commission amounts received from contractor under this Agreement.

- 18 a. Failure to provide the commission and/or monthly or year-
19 end reports within the time frames stated above shall
20 result in a penalty of \$1,000 daily charge everyday that
21 the commission/report is late.

22 S. Equipment to be Provided by CONTRACTOR

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

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

1 ii. Continue to provide and support correctional grade phones
2 (approximately 381) in COUNTY'S detention facilities as
3 referenced in CONTRACTOR's Response to RFP 915-5281,
4 pages 44 and 97.

5 iii. Continue to provide and support a minimum of 77 "Inmate
6 Information" correctional grade phones in COUNTY'S detention facilities as
7 referenced in CONTRACTOR's response to RFP 915-5281, pages 86-87.

8 T. Provide Upgrades and Expansion

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

17
18 All upgrades shall be accomplished after provision of a list of
19 milestone actions and anticipated lengths of time for each action
20 that require the telephones to be "out of service", with minimum
21 down-time and data loss, and seamless transitions.

22 CONTRACTOR'S telephone system must be expandable to any
23 additional facilities that are added at the COUNTY's discretion.
24 *All additional hardware, software, and any additional equipment,*
25 including, without limitation, cabling, wiring and conduit (if not
26 shared with COUNTY equipment) as required for the installation of
27 additional inmate telephones shall be supplied, installed, and
28 maintained, at the expense of the CONTRACTOR.

U. Install and Maintain Value Added Equipment and Service

i. CONTRACTOR will continue to support: AIS (Automated Information System), Real-Time Cellular Telephone GPS Tracking, WatchWord + Audio Mining Word Search Utility and Security Officer Check-In Utility.
 ii. CONTRACTOR will add if requested from the COUNTY: Cannon SecurPASS Whole Body Digital Security Imaging System, Free Re-Entry Debit Calling Card, State of the Art Cellular Telephone Detection Devices (Wolfhound Lite Telephone Detector), Inmate Tip Line and Inmate E-mail and Voice Messaging Service as specified in CONTRACTOR's Response to RFP 915-5281 pages 120-121.

V. Assembly Bill 1876 (Quirk) Phone Justice Bill

If Assembly Bill 1876 (Quirk) Phone Justice Bill is enacted and becomes law, CONTRACTOR and COUNTY will work together to make necessary amendments to this Agreement.

2. OBLIGATIONS OF THE COUNTY

COUNTY grants CONTRACTOR permission to provide all local, IntraLATA, InterLATA and interstate telephone and video visitation service for inmate use within the COUNTY's detention facilities listed below.

| <i>Name of Facility</i> | <i>Address</i> |
|-------------------------|--|
| Main Detention Facility | 1225 "M" Street Fresno, CA 93721 |
| South Annex Jail | 2280 Fresno Street Fresno, CA 93721 |
| North Annex Jail | 1265 "M" Street Fresno, CA 93721 |

1 be provided thereunder, are contingent on the approval of funds by the appropriating government
 2 agency. Should sufficient funds not be allocated, the services provided may be modified, or this
 3 Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written
 4 notice.

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

- 7 1) An illegal or improper use of funds;
- 8 2) A failure to comply with any term of this Agreement;
- 9 3) A substantially incorrect or incomplete report submitted to the
 10 COUNTY;
- 11 4) Improperly performed service.

12
 13 C. Without Cause - Under circumstances other than those set forth above,
 14 this Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written
 15 notice of an intention to terminate to CONTRACTOR.

16 5. COMPENSATION/INVOICING:

17 CONTRACTOR shall pay COUNTY as referenced in CONTRACTOR'S response to RFP 915-
 18 5281, pages 96-97 and pursuant to the commission structure under option 2 on pages 124-125.
 19 CONTRACTOR shall make payment to COUNTY on a monthly basis within twenty (20) days of
 20 the end of each month.

21
 22 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and
 23 obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and
 24 agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and
 25 employees will at all times be acting and performing as an independent contractor, and shall act in
 26 an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or
 27 associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or
 28 direct the manner or method by which CONTRACTOR shall perform its work and function.

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

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

6 Because of its status as an independent contractor, CONTRACTOR shall have
7 absolutely no right to employment rights and benefits available to COUNTY employees.
8 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its
9 employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely
10 responsible and save COUNTY harmless from all matters relating to payment of
11 CONTRACTOR'S employees, including compliance with Social Security withholding and all other
12 regulations governing such matters. It is acknowledged that during the term of this Agreement,
13 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
14 Agreement.

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

17 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this
18 Agreement nor their rights or duties under this Agreement without the prior written consent of the
19 other party.

20 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold
21 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees
22 from any and all costs and expenses, damages, liabilities, claims, and losses occurring or
23 *resulting to COUNTY in connection with the performance, or failure to perform, by*
24 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all
25 costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person,
26 firm, or corporation who may be injured or damaged by the performance, or failure to perform,
27 of CONTRACTOR, its officers, agents, or employees under this Agreement.

28 10. INSURANCE

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

4 A. Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than One
6 Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars
7 (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require
8 specific coverages including completed operations, products liability, and contractual liability,
9 Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed
10 necessary because of the nature of this contract.

11 B. Automobile Liability

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

18 C. Professional Liability

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

23 D. Worker's Compensation

24 A policy of Worker's Compensation insurance as may be required by the
25 *California Labor Code*.

26 CONTRACTOR shall obtain endorsements to the Commercial General Liability
27 insurance naming the County of Fresno, its officers, agents, and employees, individually and
28 collectively, as additional insured, but only insofar as the operations under this Agreement are

1 concerned. Such coverage for additional insured shall apply as primary insurance and any other
2 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees shall be
3 excess only and not contributing with insurance provided under CONTRACTOR's policies herein.
4 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
5 written notice given to COUNTY.

6 Within Thirty (30) days from the date CONTRACTOR signs and executes this
7 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated
8 above for all of the foregoing policies, as required herein, to the County of Fresno, Captain
9 Jennifer Horton, 1225 "M" Street, Fresno, California, 93721 stating that such insurance coverage
10 have been obtained and are in full force; that the County of Fresno, its officers, agents and
11 employees will not be responsible for any premiums on the policies; that such Commercial
12 General Liability insurance names the County of Fresno, its officers, agents and employees,
13 individually and collectively, as additional insured, but only insofar as the operations under this
14 Agreement are concerned; that such coverage for additional insured shall apply as primary
15 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
16 and employees, shall be excess only and not contributing with insurance provided under
17 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed
18 without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

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

25 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during
26 business hours, and as often as the COUNTY may deem necessary, make available to the
27 COUNTY for examination all of its records and data with respect to the matters covered by this
28 Agreement. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to

1 audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance
2 with the terms of this Agreement.

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

6 12. NOTICES: The persons and their addresses having authority to give and
7 receive notices under this Agreement include the following:

| | | |
|----|-----------------------------|--------------------------|
| 8 | <u>COUNTY</u> | <u>CONTRACTOR</u> |
| 9 | COUNTY OF FRESNO SHERIFF | LEGACY INMATE |
| 10 | 2200 Fresno Street | COMMUNICATIONS |
| 11 | Fresno, CA 93721 | 10833 VALLEY VIEW STREET |
| 12 | Attention: Business Manager | SUITE 150 |
| | | CYPRESS, CA 90630 |
| | | Attention: President |

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

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

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

21 13. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only
22 applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit
23 corporation) or if during the term of this agreement, the CONTRACTOR changes its status to
24 operate as a corporation.

25 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
26 *transactions that they are a party to while CONTRACTOR is providing goods or performing*
27 *services under this agreement. A self-dealing transaction shall mean a transaction to which the*
28 *CONTRACTOR is a party and in which one or more of its directors has a material financial*
interest. Members of the Board of Directors shall disclose any self-dealing transactions that they

1 are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit A)
2 and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
3 immediately thereafter.

4 13. ENTIRE AGREEMENT: This Agreement, including RFP 915-5281 and
5 CONTRACTOR's response thereto, constitutes the entire agreement between the
6 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
7 previous Agreement negotiations, proposals, commitments, writings, advertisements, publications,
8 and understanding of any nature whatsoever unless expressly included in this Agreement.

9 In the event of any inconsistency in interpreting the documents which
10 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
11 following order of priority: (1) the text of this Agreement; (2) to RFP 915-5281; and (3) the
12 CONTRACTOR'S response to RFP 915-5281.

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

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

1 COUNTY OF FRESNO:

LEGACY-INTERNATIONAL, INC.

2
3 Nubrah A. Prohigian
4 Chairman, Board of Supervisors

Curtice A. Brown
President and Chief Financial Officer

5
6 REVIEWED & RECCOMENDED FOR
7 APPROVAL:

Rafael Quinto
Vice President of Operation

8 Margaret Mims
9 Margaret Mims, Sheriff

10 APPROVED AS TO LEGAL FORM:

11 Daniel C. Cederborg
12 Daniel C. Cederborg, County Counsel

13 APPROVED AS TO ACCOUNTING FORM:

14
15 Vicki Crow
16 Vicki Crow, C.P. A. Auditor Controller/Treasurer-Tax Collector

17 ATTEST:
18 Clerk to the Board of Supervisors

19
20 Susan Bishop
21 Deputy Clerk

22 Fund: 2250
23 ORG: 31114008
24 S/C 33400
25 Acct. No.: 3402

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Exhibit A

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:

| | | | |
|------------|--|-------|--|
| Name: | | Date: | |
| Job Title: | | | |

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):

(5) Authorized Signature

| | | | |
|------------|--|-------|--|
| Signature: | | Date: | |
|------------|--|-------|--|