

The attached document was submitted to the  
**Washoe County Board of Commissioners** during  
the meeting held on April 24, 2018.  
by District Attorney's Office  
for Agenda Item No. 13  
and included here pursuant to NRS 241.020(8).



# Legacy Inmate Communications

## Detainee Communication System and Service Agreement

This Agreement is made this the \_\_\_\_ day of \_\_\_\_\_, 2018, 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 **Washoe County and the Washoe County Sheriff's Office** with principal offices located at 911 East Parr Boulevard, Reno, NV. 89512.

### RECITALS

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

WHEREAS, the Washoe County Sheriff's Office operates and/or manages the Washoe County Detention Facility (WCDF) and coordinates with Jan Evans Juvenile Justice Center (JEJJC); 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 Detention Centers; and

WHEREAS, Washoe County desires to enter into this Agreement to permit Detainees the use of Company installed inmate telephones to place collect, collect pre-paid, and/or Debit calls. Washoe County may also desire that messaging and other assorted services be supplied 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 Washoe County and the Washoe County Sheriff hereby agrees to accept the provision of operator services with automated assistance for the WCDF and JEJJC. 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

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DA's office

notify each called destination that the call is coming from either WCDF or JEJC, 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.

Pre-Paid Account 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.

- (b) Debit/Card-less Inmate Phone Account Service. Legacy will provide a Debit/card-less inmate phone account service for inmates to purchase phone time. The Washoe County Sheriff or its commissary vendor will be invoiced for all inmate phone account service charges with requested payment due within fifteen (15) days of the invoice being received. The WCDF Inmate Commissary Trust Fund will receive its commission percentage of all revenue received from the inmate phone account service.
- (c) Inmate Phones. The Company agrees to provide inmate phones, portable telephone carts, Video Relay Service (VRS), and TDD/TTY units and associated equipment for the entire period of this Agreement.
- (d) Communications Management System (iCON™). The Company agrees to provide access to its inmate communications management system - iCON™. iCON™ shall provide all services for the Inmate Telephone Service.
- (e) Service Level Responses. The Company agrees to provide the WCDF and JEJC with twenty-four-hour toll-free customer support, 365 days a year including holidays for the Inmate Telephone Service. The Company shall provide the following guaranteed Service Level Response times for Inmate Telephone 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 Sheriff's Office.

- **Emergency Service Category.** A major service category shall be defined as any service request that reports fifty percent (50%) of inmate telephones or BCDs being disabled in any location of the Jail. 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.
- **Additional Services Provided.** As an additional measure, the successful vendor shall provide an on-site WCDF technician a minimum of twenty (20) hours per week available twenty-four (24) hours a day, seven (7) days per week, three hundred sixty-five days (365) a year to correct emergencies as determined by WCDF to allow diagnostic system testing; to ensure (at a minimum) monthly visual inspection of all inmate telephones; and to repair day to day system problems, issues, and emergencies for the duration of the contract, plus any extensions thereto, and including the close-out transition period.

## 1.2 Bridge Communication Devices and Services.

- (a) BCDs. If requested by Washoe County at any time during the service period, the Company agrees to provide up to forty (40) Bridge Communication Devices at the WCDF and JEJJC. The BCD devices can function as inmate telephones, provide secure messaging (e-mail) services, Video Messaging Services, Remote Video Visitation, and can also provide WCDF and JEJJC operational utilities such as; inmate request and form processing, Law Library, and facility interfaces.

## 2. **COMPENSATION**

- 2.1 Call Commissions. The Company agrees to pay Washoe County through the WCDF Inmate Commissary Inmate Trust Fund eighty percent (80%) of all billed and collected inmate call revenue or a Minimum Annual Guarantee (MAG) of \$600,000 to WCDF Inmate Commissary Inmate Trust Fund and \$25,000 to JEJJC, whichever is greater. Payments shall be paid monthly. Refer to Exhibit "A". The MAG shall remain in effect for the life of this Agreement so long as contracted communication rates (Exhibit A) remain in place. If communication rates should change at the request of the Washoe County Sheriff or by order of any regulatory authority with jurisdiction, the commission percentage and/or MAG may be subject to change. If gross revenue should fall below sixty-five thousand dollars (\$65,000) per month for four (4) consecutive months during the Term, then Legacy and Washoe County through the Washoe County Sheriff agree to renegotiate or eliminate the MAG based on such reduced revenue. Such changes are to be mutually agreed upon in writing. Notwithstanding any other provision of this Agreement, if after sixty (60) days of good faith renegotiations do not result in a mutually agreed upon commission upon decrease in revenue, then Legacy or the Washoe County Sheriff through Washoe County may terminate this Agreement with ninety (90) day written notice.
- 2.2 Inmate Call Commission Payment. The Company shall remit all commissions due to the WCDF Inmate Commissary Inmate Trust Fund thirty (30) days after the end of each calendar month (EOM).
- 2.3 Financial Incentive. The Company agrees to pay Washoe County through the WCDF Inmate Commissary Inmate Trust Fund a one-time twenty-five thousand-

dollar (\$25,000.00) financial incentive for the initial three (3) year term of this agreement. Payment to be made to Washoe County Sheriff's Office Commissary Inmate Trust Fund within sixty (60) days of implementation of service at the WCDF and JEJJC. Additionally, the Company further agrees to pay ten thousand dollars (\$10,000.00) for each renewal option year exercised by Washoe County through the Washoe County Sheriff beyond the initial term.

- 2.4 Payment Calculation. Gross billable revenue is calculated as the sum of minutes and charges. Commission due Washoe County through the WCDF Inmate Commissary Inmate Trust Fund and the JEJJC shall be calculated as the product of the total gross billable revenue multiplied by the contracted percentage allowance.
- 2.5 Commission payments for Premise Provider will be provided by direct deposit to the following financial institution (may be changed from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement) Commission payment will be set up with Washoe County through the WCDF Commissary Inmate Trust Fund Val Moser (775) 328-2884 vmoser@washoecounty.us:

Bank of America  
P.O. Box 798 Wichita,  
KS 67201  
888-400-9009

### **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 Washoe County through the Washoe County Sheriff's Office Detention Administration.

#### **4. SERVICE TERM**

4.1 Term. This Agreement shall commence on the date of installation, July 1, 2018 and shall continue in full force and effect for a period of three (3) years, July 1, 2021.

4.2 Renewal Options. Upon completion of the initial three (3) year term, Washoe County through the (WCDF) Inmate Commissary Advisory Committee may agree to renew this agreement for (2) two additional 2 (two) year terms based upon prior performance, conditions of service delivery, and costs for subsequent extensions. Washoe County through the WCDF Advisory Committee reserves the right to negotiate services and commissions, and any other pertinent contractual conditions with the selected vendor.

Commissions shall remain firm for the initial three (3) year agreement period.

For each renewal period, commissions shall be negotiable at the discretion of Washoe County through the Commissary Advisory Committee. Inmate telephone service commission negotiations shall commence no less than sixty (60) days prior to the expiration of the current agreement period.

4.3 Termination: Washoe County through The Washoe County Sheriff may terminate this agreement without cause. Any such intention to terminate will be preceded by written notice of at least (60) sixty days prior to the intended termination date. The Company may cancel this agreement with cause, following written notice of such intention of no less than (60) sixty days written notice of intention to cancel. All call data and call recordings remain the property of Washoe County.

Washoe County may immediately cancel this Agreement if Company suffers a loss of insurance coverage as identified in the Request for Quote. Company shall agree to provide Premise Provider with notification of any pending cancellation of insurance coverage within forty-eight (48) hours of receipt of such notice.

Premise Provider may immediately cancel this Agreement if Company shall come under criminal indictment. If an individual attorney(s) of the Company comes under criminal indictment, he or she shall be precluded from performing under this Agreement.

If any of these termination clauses are exercised by either party, the Company shall pay Washoe County all commissions due from inmate telephone activity up to the date of termination of this Agreement.

Upon termination of this Agreement, the Company shall be allowed to remove from Washoe County any equipment, repair parts, or supplies owned by Company that are physically located either at Washoe County Detention Facility or Jan Evans Juvenile Justice Center.

#### **5. MISCELLANEOUS**

- 5.1 Governing Law. This Agreement shall be construed under and in accordance with the laws of the state of Nevada and shall be deemed performable in the Washoe County.
- 5.2 Assignment. Notwithstanding the foregoing, neither Washoe County through the Washoe County Sheriff 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 Entire Agreement. Legacy and Washoe County through the Washoe County Sheriff 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.
- 5.5 Indemnification. Legacy agrees to defend, indemnify, and hold harmless Washoe County and the Washoe County Sheriff from all losses, liability, claims and expenses arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of Legacy, except misconduct of Washoe County through the WCDF and/or JEJJC. It is the intent of this section to require Legacy to indemnify Washoe County and the Washoe County Sheriff to the extent permitted under Nevada law.
- 5.6 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 Washoe County through the Washoe County Sheriff shall be sent to:
- Shannon Hardy Detention Operations Manager  
911 Parr Blvd. Reno NV 89512  
Attention: Inmate Commissary Advisory Committee
- 5.7 Confidentiality. Legacy and Washoe County through the Washoe County Sheriff agree to hold confidential all information shared that may be marked or indicated by the other. Legacy and Washoe County agree to hold confidential all information marked as such except as otherwise required by state or federal law. Washoe County and The Washoe County Sheriff understand 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 Washoe County through the Washoe County Sheriff contract with a Vendor in the future to replace Legacy, Washoe County will insure that the iCON™ system is not viewed or accessed by the Vendor.
- 5.8 Service Proposal for Inmate Telephone Service. It is agreed by both parties that Legacy's proposal to Washoe County through the Washoe County Sheriff for

Inmate Telephone Service shall serve as an addendum to this Agreement. All services, conditions, and terms set forth by Washoe County through the Washoe County Sheriff in its Request for Bids for Inmate Telephone for the WCDF and JEJC shall be considered an Addendum to this Agreement.

**In Witness Hereof**, the Company and Washoe County through the Washoe County Sheriff have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2018. The individuals signing below warrant that they have the authority to sign for and on behalf of the respective parties.

**Legacy Inmate Communications**

**Washoe County Sheriff**

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

Curtis A. Brown, President  
\_\_\_\_\_

**Name/Title (Please Print)**

\_\_\_\_\_  
**Date**

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

Chuck Allen, Sheriff of Washoe County  
\_\_\_\_\_

**Name/Title (Please Print)**

\_\_\_\_\_  
**Date**

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## Exhibit "A" – Rates and Commission

Telephone Calling			
COLLECT			
Call Type / Service	Cost to End User Per Minute	Commission to the WICAC	Commission for a 30-minute call
Local	\$0.14	80% (\$0.112/min)	\$3.36
Intralata	\$0.14	80% (\$0.112/min)	\$3.36
Interlata	\$0.14	80% (\$0.112/min)	\$3.36
Interstate	\$0.14	80% (\$0.112/min)	\$3.36
International (Mexico/Canada/Caribbean)	\$0.25	80% (\$0.20/min)	\$6.00
International	\$0.50	80% (\$0.40/min)	\$12.00
FRIENDS AND FAMILY PREPAID			
Call Type / Service	Cost to End User Per Minute	Commission to the WICAC	Commission for a 30-minute call
Local	\$0.14	80% (\$0.112/min)	\$3.36
Intralata	\$0.14	80% (\$0.112/min)	\$3.36
Interlata	\$0.14	80% (\$0.112/min)	\$3.36
Interstate	\$0.14	80% (\$0.112/min)	\$3.36
International (Mexico/Canada/Caribbean)	\$0.25	80% (\$0.20/min)	\$6.00
International	\$0.50	80% (\$0.40/min)	\$12.00
INMATE DEBIT			
Call Type / Service	Cost to End User Per Minute	Commission to the WICAC	Commission for a 30-minute call
Local	\$0.14	80% (\$0.112/min)	\$3.36
Intralata	\$0.14	80% (\$0.112/min)	\$3.36
Interlata	\$0.14	80% (\$0.112/min)	\$3.36
Interstate	\$0.14	80% (\$0.112/min)	\$3.36
International (Mexico/Canada/Caribbean)	\$0.25	80% (\$0.20/min)	\$6.00
International	\$0.50	80% (\$0.40/min)	\$12.00
Voicemail			
	Cost to End User	Commission per message	
Per Voicemail (30 second duration)	\$0.30	80% (\$0.24 per message)	

## End User Rates and WCDF and JEJC Revenue Share – BCD Services

SERVICE	END USER COST	WCDF and JEJC REVENUE SHARE
Remote VVS	\$0.35 per minute	80%
E-Mail/Instant Messaging	\$1.00 per message + Reply	80%
Video Messaging	\$2.50 per message	80%

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

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