

A G R E E M E N T

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of December 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and LEGACY LONG DISTANCE Int'l Inc., a California Corporation, whose address is 10833 VALLEY VIEW STREET, SUITE 150, CYPRESS, CA 90630, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY desires to provide local, IntraLATA (calls within a Local Access and Transport Area boundaries), InterLATA (calls that cross Local Access and Transport Area boundaries), and InterState telephone services to inmates incarcerated in COUNTY's detention facilities, victim notification service to victims of inmates incarcerated in COUNTY's detention facilities, and other related services ("Services") and sought bids for the provision of such Services by issuing Request For Proposal 19-080, incorporated herein by this reference ("RFP");

WHEREAS, CONTRACTOR submitted a response to RFP 19-080, incorporated herein by this reference ("Response to RFP");

WHEREAS, CONTRACTOR wish to provide certain equipment described herein and the Services according to the terms and conditions of that Response to RFP and hereof; and

WHEREAS, California Penal Code Section 4025(d) provides that there shall be deposited in the Inmate Welfare Fund any money, refund, rebate, or commission received from a telephone company when the money, refund, rebate or commission is attributable to the use of pay telephones which are primarily used by inmates while incarcerated.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1 1. OBLIGATIONS OF CONTRACTOR

2 CONTRACTOR shall provide the following equipment and services:

3 A. Installation and Maintenance of Inmate Telephone Equipment

4 1) CONTRACTOR is required to install and maintain a turn-key telephone
5 system for inmate use and other appurtenances (key pad for visiting phones)
6 within the COUNTY'S detention facilities. The system to be installed by
7 CONTRACTOR shall also include video kiosks and software visitation
8 system, which shall consist of a minimum of one video kiosk on a rolling cart
9 per COUNTY's detention facility. The system must be of an open
10 architecture to allow ease of integration with existing or future systems that
11 operate on either PC based networks, mainframes, or other platforms.
12 CONTRACTOR must provide documentation as to the compatibility of their
13 system with Motorola/OffenderTrak. The system must meet Americans
14 Disability Act (ADA) requirements and Title 15 and Title 24 of the California
15 Code of Regulations and other applicable laws and regulations.

16 a. CONTRACTOR shall be responsible for all ongoing maintenance
17 of all inmate telephone/video system hardware and software at no
18 cost to COUNTY. All repairs and issues arising after hours and on
19 weekends shall be reported through CONTRACTOR's after-hours
20 repair service and/or on-site technician's phone number.

21 b. CONTRACTOR will replace all dayroom phones in the Main
22 Detention Facility and North Jail of the COUNTY and provide video
23 kiosks and software within the first year of the Agreement.

24 c. CONTRACTOR will supply 96 Kiosks at the North Annex Jail
25 location. CONTRACTOR will supply 76 Kiosks at the Main Detention
26 Facility. CONTRACTOR will supply 59 Kiosks at the West Annex Jail
27 location.

28 d. CONTRACTOR shall provide a technician who shall be on-call 24

1 hours a day, seven days a week, and shall respond to all service
2 requests within the escalation plan outlined in Exhibit A, attached
3 hereto and incorporated herein.

4 e. CONTRACTOR's technicians shall monthly inspect all inmate
5 telephones/video stations to ensure that all stations are fully
6 operational. CONTRACTOR's technicians shall respond to all
7 requests for service regarding inmate telephones, including all
8 hardware and software, and promptly make appropriate repairs at no
9 cost to COUNTY according to the guaranteed equipment repair and
10 service response timelines and procedures set forth in Exhibit D,
11 attached hereto and incorporated herein by this reference.

12 f. CONTRACTOR's technicians must complete and satisfy the
13 security clearance requirements of COUNTY Sheriff's Office (the
14 "Sheriff's Office").

15 g. At its own expense, CONTRACTOR agrees to provide any
16 additional equipment, including, without limitation, cabling, wiring, and
17 conduit required for the installation of additional inmate telephones in
18 COUNTY's detention facilities.

19 h. CONTRACTOR shall designate one or more authorized
20 representatives who shall be the COUNTY'S point of contact. This
21 person(s) shall have full authority to bind CONTRACTOR with respect
22 to all issues.

23 i. CONTRACTOR shall immediately notify the COUNTY'S
24 designated contacts whenever any portion of the system is "out of
25 service" and provide information about the length of down time.
26 CONTRACTOR shall also notify the COUNTY when the system
27 resumes operations.

28 B. O+InterLATA and InterState Telephone Service

1 CONTRACTOR shall install and provide "0+" InterLATA and InterState
2 telephone services for inmate use within the COUNTY's detention facilities.
3 CONTRACTOR shall maintain InterLATA and InterState Telephone Services
4 at all times. All repair work shall be done pursuant to the timelines and
5 procedures set forth in Exhibit D and in such a manner as to minimize the
6 disruption of telephone service and assure the integrity of the security of the
7 facility or jail at all times. CONTRACTOR shall assume all costs associated
8 with providing InterLATA and InterState inmate telephone services.
9 CONTRACTOR shall be responsible for all billing and collections, but may
10 contract with third parties to perform this function. Any change shall be
11 reported to COUNTY's designated contacts at least ten (10) business days
12 prior to the implementation of the change. CONTRACTOR will assume
13 responsibility for fraudulent billings. CONTRACTOR'S provision of these
14 services shall be at its sole cost and expense.

15 C. Provide On-Site Phone Monitoring Capabilities

16 CONTRACTOR shall provide all equipment and services necessary to allow
17 COUNTY to monitor phone activity on all phones. This includes visiting
18 phones and touch-pads. Monitoring capabilities shall include, but not limited
19 to, the ability to record and store phone calls, to conduct live monitoring, and to
20 restrict the recording of certain numbers. The system shall have the capability
21 of simultaneously recording all inmate calls 24 hours a day, 7 days a week.
22 CONTRACTOR shall provide the ability for off line storage, (long term storage
23 when not available for immediate access), of call recordings and video
24 recordings. The system shall have robust querying capabilities, which will
25 allow for interactive searches of records using several search and sort criteria,
26 e.g., number called, number of times called, phone initiating call, attempted 3
27 way calls etc. All video recordings shall be kept for 30 days. All phone
28 recordings shall be available to COUNTY for 7 years from termination of this
Agreement.

1 D. Provide Ability to Exempt Attorneys' Telephone Numbers

2 CONTRACTOR shall provide the detention facilities with all equipment and
3 services necessary to allow COUNTY to enter attorneys' telephone numbers
4 into the system to exempt them from automated monitoring capabilities to
5 prevent the monitoring and recording of conversations between attorneys and
6 their clients.

7 E. Provide Three Way Call Blocking Capabilities

8 CONTRACTOR shall provide all equipment and services necessary to allow
9 COUNTY to block three-way calling, conference calling and call forwarding at
10 its facilities. The system shall disconnect all attempted three-way call
11 connections and allow the user to generate reports. CONTRACTOR shall be
12 able to demonstrate accuracy of this feature by providing written reports upon
13 the request of the COUNTY's Sheriff's Office. CONTRACTOR shall be
14 responsible for reimbursing fees or penalties to all parties or persons who are
15 wrongfully charged for calls that result in the failure of the Three-Way Blocking
16 Feature and COUNTY shall receive commission on said calls as if they had
17 been legitimate calls. COUNTY shall not be responsible for reimbursing fees or
18 penalties to any party.

19 F. Provide Call Announcement

20 CONTRACTOR shall provide all equipment and services necessary to allow
21 COUNTY to play a prerecorded message that the receiving party will hear.
22 The announcement shall state that the call is originating from Fresno County
23 Jail and that the call is recorded and may be monitored. For all types of calls,
24 the call recipient shall be informed of the cost of the call prior to accepting the
25 call. Instructions to accept, reject, or block calls by pressing a keypad number
26 shall be given to the call recipient. The announcement message shall provide
27 the call recipient with the identity of the calling party and provide the call
28 recipient with the opportunity to accept or reject the call. The conversation
 shall be blocked until the call recipient accepts the call. The call recipient shall
 be able to provide positive acceptance and active consent of the telephone call

1 or reject a call from a rotary dial or pulse dial telephone. The system shall
2 have the capability of permitting the call recipient to block all future calls from
3 the County detention facility or jail.

4 G. Provide Private Call Blocking

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

7 H. Provide Call Duration

8 CONTRACTOR shall provide all equipment and services necessary to allow
9 COUNTY to adjust the maximum duration of each inmate phone call. Before
10 termination of the call, an audible warning shall be given notifying the inmate
11 that the call is about to be terminated. The audible warning shall be given ten
12 (10) seconds before terminating the telephone call and a written warning on
the video phone visitation.

13 I. Provide Call Management

14 CONTRACTOR shall provide all equipment and services necessary to provide
15 automated voice recognition prompts in English. The system shall be capable
16 of providing automated operator voice prompts (pre-recorded) in Spanish,
17 Hmong, Vietnamese, Lao, and Punjabi at no extra cost to COUNTY.
18 Modification to or additional languages shall be made at no extra cost to the
19 COUNTY. No more than ten (10) languages can be made available on the
20 system at any given time. Any voice prompt required during the operation of
21 the inmate telephone shall be clear and concise.

22 J. Provide Fraud Detection and Prevention

23 CONTRACTOR shall provide all equipment and services necessary for the
24 detection and prevention of fraudulent phone calls. CONTRACTOR will provide
25 a plan for accomplishing this goal subject to COUNTY's or its designee's
26 approval within ten days of executing this agreement. COUNTY will bear no
27 responsibility for the loss of revenue as a result of fraudulent use of the
28 telephone service. Fraudulent calls shall be the sole responsibility of
CONTRACTOR. Fraudulent calls shall mean those calls made by fraudulent

1 payment and shall include, but are not limited to, unbillable calls and
2 uncollectible calls. COUNTY shall receive commission on said calls as if they
3 had been legitimate calls and not fraudulent calls.

4 K. Provide Inmate Information Telephonic Requests

5 CONTRACTOR shall provide all equipment and services necessary to allow
6 inmates to access "Inmate Information" over the telephone system to automate
7 Inmate Requests. The system will integrate with the Sheriff's Office's Custody
8 Management System (Motorola, OffenderTrak) to provide inmates information
9 regarding their custodial status, e.g., charges, court date, bail amount,
10 commissary account balance, visiting hours remaining, etc. Information
11 prompts shall be available in English, Spanish, Hmong, Vietnamese, Lao, and
12 Punjabi. Modification to or additional languages shall be made at no extra cost
13 to COUNTY. The "Inmate Information" system shall provide security
14 measures based on multiple Personal Identification Numbers (PIN's) and/or
15 biometrics to prevent unauthorized access to inmate information.

16 CONTRACTOR shall ensure that there are separate Kiosks for "Inmate
17 Information" requests and separate Kiosks that can be used to make outside
18 calls. There shall be at least one "Inmate Information" Kiosk in each housing
19 pod or dorm. Kiosks used for Inmate Information shall not be capable of
20 making outside calls when functioning as the "Inmate information" system. The
21 "Inmate Information" system Kiosk shall be capable of being programmed by
22 COUNTY to schedule specific time periods for "Inmate Information" requests
23 and time periods for regular use for outside calling. CONTRACTOR may have
24 the option of providing access to the Inmate Information System from any
25 inmate telephone upon prior approval from COUNTY. CONTRACTOR shall
26 provide a list of formats their system will accept inmate data from COUNTY,
27 e.g., XML, Text File, and methods for delivering the data.

28 L. Provide Public Telephonic "Inmate Information" Requests

CONTRACTOR shall provide all equipment and services to COUNTY
necessary to allow the general public to access Fresno County Jail's "Inmate

Information” and other general information made available by the Sheriff’s Office. The system will integrate with the Sheriff’s Office’s Custody Management System (Motorola, OffenderTrak) to provide “Inmates Information”, e.g., charges, court date, bail amount, commissary account balance, visiting hours remaining, release date, facility information, etc. The system shall be accessed by the general public by dialing a local or toll-free number from any standard land line or cell phone. There shall be no cost to the public. Voice recognition Information prompts shall be available in English. Prerecorded information prompts shall be available in Spanish, Hmong, Vietnamese, Lao, and Punjabi. Modification to or additional languages shall be made at no extra cost to COUNTY.

The “Public Telephonic Inmate Information Service” shall be available 24 hours a day and 365 days a year. CONTRACTOR shall provide a list of formats their system that will accept inmate data from COUNTY, e.g., XML, Text File, and methods for delivering the data. CONTRACTOR shall develop, provide and maintain the content for web pages that can be incorporated to the Sheriff’s website that informs the public of this telephonic/video service. The web pages shall make available or link the same information found in the telephonic Inmate Information request service.

M. Maintain Automated Victim Notification System (VINE)

CONTRACTOR shall be responsible for paying all charges associated with the Victim Information Notification Everyday System (VINE) in use at the Fresno County detention facilities. Minimum features of VINE shall be as follows:

- Full integration with existing Correctional Management System (CMS) Motorola, OffenderTrak
- Automated dial in query of inmate status
- Automated registration of victims
- Letter generation
- Advanced voice recognition technology
- Automated notification

- Message confirmation
- Complete audit reports
- Foreign language capabilities

N. Provide Fair Rates to Inmates and Their Families

CONTRACTOR shall provide fair rates to inmates and their families. Charges for calls shall not exceed Federal Communications Commission Rates, California Public Service Commission tariffs and schedules. The Call Rate Structure set forth in Exhibit B shall be the applicable call rate structure for this Agreement.

O. Provide Site Administrator/Account Executive Availability

CONTRACTOR shall provide dependable, consistent, readily available technical support and customer service support. CONTRACTOR will have one individual ("Site Administrator/Account Executive") for users to contact regarding the Services provided and the administration of the Agreement. The Site Administrator/Account Executive must be able to respond on site when requested by COUNTY within a reasonable amount of time, but in no case later than (3) three hours. CONTRACTOR shall immediately notify COUNTY in writing of any change in the Site Administrator/Account Executive.

P. Provide a Detailed Service Response Plan

CONTRACTOR will provide a detailed plan for reporting problems with the system and how requests for service will be handled. Ability to request service and reporting problems must be available 24 hours a day and 365 days a year. Plan needs to include whom to contact, phone numbers and pager numbers of contact person, response time for completion of repairs, and a detailed plan of how the vendor will correct potential problems. If CONTRACTOR cannot repair any equipment or resolve the problem within the relevant timeline set forth in Exhibit D, CONTRACTOR must replace the relevant equipment with an equivalent model or an updated model of the relevant equipment to the satisfaction of COUNTY.

Q. Provide a Detailed Transition Plan from the Current Service to New Service to

1 Be Provided by CONTRACTOR

2 CONTRACTOR guarantees to COUNTY that COUNTY will not experience any
3 downtime or interruptions in Services or functionality during the transition from
4 the agreement that was in place for the provision of telephone services and
5 related equipment to COUNTY prior to the execution of this Agreement to this
6 Agreement. CONTRACTOR will be required to coordinate the video phone
7 stations with the COUNTY to allow for an uninterrupted transition and
8 implementation of these new Services. CONTRACTOR shall provide a detailed
9 plan showing how the transition will take place. Included in the plan shall be a
10 summary of any potential problems that may occur as a result of the change in
11 service and how CONTRACTOR will correct and report potential problems,
12 including deadlines for doing so and ramifications for not meeting those
13 deadlines. Milestone actions such as a transition plan and activities that would
14 impact the current telephone use and anticipated lengths of time for each
15 milestone action that require the telephones to be "out of service" shall also be
16 included in the detailed plan, with minimum down-time and loss of data, and a
17 seamless conversion to the new video phone system. CONTRACTOR shall
18 provide a list of personnel, including contact information, responsible for every
19 milestone.

19 R. Equipment to be provided by CONTRACTOR

20 CONTRACTOR shall purchase and provide to COUNTY the following
21 equipment:

- 22 1) Twelve acoustically coupled telecommunication devices for the deaf
23 ("TDD") for use by inmates. All rights, title and interest to such TDDs will be in
24 COUNTY, and COUNTY will be responsible for maintaining such TDDs.
- 25 2) Continue to provide and support correctional grade phones
26 (approximately 491) in COUNTY'S detention facilities.

26 S. Provide Upgrades and Expansion

27 CONTRACTOR shall provide all upgrades to hardware and software to keep
28 the telephone system in compliance with all state and federal rules and

1 regulations at no cost to COUNTY. Any future upgrades to hardware and
2 software to keep the telephone system in compliance with all state and federal
3 rules and regulations shall be accomplished within 90 days. Any upgrades
4 necessary to keep the telephone system current with other correctional agency
5 systems within California shall be accomplished within 90 days.

6 All upgrades shall be accomplished after provision of a list of milestone actions
7 and anticipated lengths of time for each action that require the telephones to
8 be "out of service", with minimum down-time and data loss, and seamless
9 transitions. CONTRACTOR's telephone system shall have the capability to
10 incorporate additional facilities that are added at COUNTY's discretion. All
11 additional hardware, software, and any additional equipment, including, without
12 limitation, cabling, wiring and conduit (if not shared with COUNTY equipment)
13 as required for the installation of additional inmate telephones shall be
supplied, installed, and maintained, at the expense of CONTRACTOR.

14 T. Install and Maintain Value Added Equipment and Service

15 CONTRACTOR will continue to support: AIS (Automated Information System),
16 Real-Time Cellular Telephone GPS Tracking, WatchWord + Audio Mining
17 Word Search Utility and Security Officer Check-In Utility.

18 CONTRACTOR will add if requested from COUNTY: Inmate Tip Line, remote
19 video visitation services, Inmate E-mail and Voice Messaging Service.

20 U. No Cost to COUNTY.

21 CONTRACTOR's provision of all of the equipment and Services to be provided
22 hereunder shall be at CONTRACTOR's sole cost and expense.

23 V. Senate Bill 555 (Mitchell) Jails and juvenile facilities: Communications,
24 Information, and Commissary Services.

25 If Senate Bill 555 (Mitchell) Jail and Juvenile Facilities: Communications,
26 Information, and Commissary Services is enacted and becomes law, parties
27 hereto shall make amendments to this Agreement on mutually acceptable
terms.

28 W. Protection of Inmate Information and Other Information

1 CONTRACTOR is aware of the sensitive nature of the Inmate Information and
2 other information of the inmates ("Personal Information") that CONTRACTOR
3 may encounter or have access to.

4 CONTRACTOR agrees and covenants in favor of County that CONTRACTOR
5 shall: (i) keep and maintain all Personal Information in strict confidence, using
6 such degree of care under this Section I.W. as is reasonable and appropriate
7 to avoid a Security Breach (defined below); (ii) use Personal Information
8 exclusively for the purposes for which the Personal Information is made
9 accessible to CONTRACTOR; (iii) not use, disclose, sell, rent, license, or
10 otherwise make available Personal Information for CONTRACTOR's own
11 purposes or for the benefit of anyone other than COUNTY, without COUNTY's
12 express prior written consent, which the COUNTY may give or withhold in its
13 sole and absolute discretion; (iv) protect any and all Inmate Information from
14 any manner of observance, whatsoever, by or to any person not specifically
15 and explicitly identified and authorized by COUNTY or its designee; and (v)
16 not, directly or indirectly, disclose Personal Information to any person other
17 than person or persons not specifically and explicitly identified or authorized by
18 COUNTY or its designee pursuant to this Agreement, without the Sheriff's
19 express prior written consent.

20 "Security Breach" means (i) any act or omission that compromises either the
21 security, confidentiality, value, or integrity of any Personal Information or the
22 security safeguards, or (ii) any unauthorized use, disclosure, or modification of,
23 or any loss or destruction of, or any corruption of or damage to, any Personal
24 Information.

25 Should CONTRACTOR discover or suspect that any Personal Information, by
26 either an inmate or COUNTY staff, has been observed or disclosed by or to a
27 person or persons not specifically and explicitly identified or authorized by
28 COUNTY to observe or disclose same, or that such information is at risk of
being observed or disclosed to or by a person or persons not specifically and
explicitly identified or authorized by COUNTY, CONTRACTOR must prevent

1 and mitigate the observance or disclosure, immediately notify COUNTY of
2 such condition and corrective action and preserve all relevant evidence relating
3 to the Security Breach. Such notice shall be given first by telephone at the
4 following telephone number, followed promptly thereafter by email at the
5 following email address: (559) 600-8145 / stephen.mccomas@fresnosheriff.org
6 (which telephone number and email address COUNTY may update by
7 providing notice thereof to CONTRACTOR). This Section 1.W is not intended,
8 nor does it attempt to, modify or prevent any disclosures that are compelled by
9 law or valid court order.

10 All services performed by CONTRACTOR under this Agreement shall be in
11 strict conformance with all applicable Federal, State of California and/or local
12 laws and regulations relating to confidentiality.

13 X. CONTRACTOR's Guaranteed Equipment Repair and Service Response Times

14 CONTRACTOR shall respond to all service and repair requests in a quick
15 and efficient manner and pursuant to the guaranteed equipment repair and
16 service response timelines and procedures set forth in Exhibit D.

17 Y. Provide On-Site Administrator

18 CONTRACTOR shall provide COUNTY with an Onsite Administrator who will
19 be available from Monday through Friday during normal business hours and
20 will adhere to the guaranteed response timelines and procedures set forth in
21 Exhibit D.
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23
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28

1 2. OBLIGATIONS OF COUNTY

2 A. COUNTY grants CONTRACTOR permission to provide all local, IntraLATA,
3 InterLATA and InterState telephone and video visitation service for inmate use
4 within COUNTY's detention facilities listed below.

5 Name of Facility	6 Address
7 Main Detention Facility	1225 "M" Street
8	Fresno, CA 93721
9	
10 South Annex Jail**	2280 Fresno Street
11	Fresno, CA 93721
12	
13 North Annex Jail	1265 "M" Street
14	Fresno, CA 93721
15	
16 West Annex Jail*	To Be Determined

17
18 *(Construction Currently in Progress – West Annex Jail has a scheduled completion date of late
19 2020 or early 2021).

20 ** The South Annex Jail will be shutting down sometime in 2021. The equipment in the South
21 Annex Jail will be returned to the vendor.

22 3. TERM

23 The term of this Agreement shall be for a period of three (3) years, commencing on
24 January 1, 2020 through and including December 31, 2022. This Agreement may be
25 extended for two (2) additional consecutive twelve (12) month periods upon written
26 approval of both parties no later than thirty (30) days prior to the first day of the next twelve
27 (12) month extension period. The Sheriff or his or her designee is authorized to execute
28 such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory

performance of its obligations hereunder.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving CONTRACTOR thirty (30) days advance written notice.

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

- 1) An illegal or improper use of funds;
- 2) A failure to comply with any term of this Agreement;
- 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 4) Improperly performed service;
- 5) Any delay in the payment of the commission or submission of any monthly or yearly report by CONTRACTOR.

In no event shall any receipt of any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Neither shall such acceptance of payment impair or prejudice any remedy available to COUNTY with respect to the breach or default.

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

5. COMPENSATION/INVOICING: CONTRACTOR shall pay the Sheriff's Office on behalf of COUNTY an eighty percent (80%) commission of all billable revenue for all voice-only communications, voicemails, and remote video visitations, as further outlined on Exhibit B, attached hereto and incorporated herein by this reference. Commissions shall be based on total gross billings, with no deductions for fraud, line charges, equipment charges, uncollected or uncollectible charges and billings, or other fees.

1 VINE associated charges outlined in Section 1.M that CONTRACTOR is
2 responsible for includes monthly charges, upgrades, and multiple language
3 versions requested by COUNTY up to annual maximum of \$65,000. Anything
4 over this annual maximum shall be divided by 12 and deducted from
5 COUNTY's monthly commissions over the twelve months immediately
6 following the twelve-month period in which such total charges exceeded the
7 annual maximum.

8 CONTRACTOR shall provide monthly payments to the Sheriff's Office based
9 on calls, video visitations and voicemails made or conducted between the first
10 day of the month and the last day of the same month and shall pay monthly
11 commissions by the 20th day of the month following the month in which the
12 revenue was generated. Monthly payment made by CONTRACTOR to
13 COUNTY shall be accompanied by a summary and detailed documentation to
14 support each commission payment type. Monthly remittance shall be
15 accompanied by a detailed usage report, which shall be made available in a
16 hardcopy as well as an electronic spreadsheet form, e.g., MS Word, MS Excel.
17 CONTRACTOR shall provide COUNTY a year-end report by the 5th day of
18 January for the preceding year. The Sheriff's Office on behalf of the COUNTY
19 shall deposit in the Inmate Welfare Fund (IWF) all commission amounts
20 received from CONTRACTOR under this Agreement.

21 6. Liquidated Damages. CONTRACTOR and COUNTY agree that time is of the essence
22 in CONTRACTOR's execution of the Agreement, payment of commissions, submission of
23 reports, and provision of the Services and equipment pursuant to the terms and conditions
24 of this Agreement. CONTRACTOR further agree that delays in CONTRACTOR's
25 performance of its obligations under Section 5 of this Agreement will adversely affect
26 COUNTY and will cause unrecoverable damages to COUNTY which would be difficult or
27 impossible to calculate. Therefore, COUNTY has proposed CONTRACTOR's payment of
28 liquidated damages herein in the event of delay of payment of commission or submission of
any monthly or yearly report, which CONTRACTOR agrees is a fair and necessary part of
this Agreement. Accordingly, CONTRACTOR agrees to pay as liquidated damages, and

not as a penalty, \$1,000 per calendar day for each day that the monthly or yearly report or the payment of commission is late.

7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent CONTRACTOR, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

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

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

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

9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the prior written consent

1 of the other party.

2 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
3 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any
4 and all costs and expenses (including attorney's fees and costs), damages, liabilities,
5 claims, and losses occurring or resulting to COUNTY in connection with the performance,
6 or failure to perform, by CONTRACTOR, its officers, agents, or employees under this
7 Agreement, and from any and all costs and expenses (including attorney's fees and costs),
8 damages, liabilities, claims, and losses occurring or resulting to any person, firm, or
9 corporation who may be injured or damaged by the performance, or failure to perform,
10 of CONTRACTOR, its officers, agents, or employees under this Agreement.

11 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
12 defend the COUNTY, its officers, agents, and employees from any and all costs and
13 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses,
14 and any and all claims, damages, costs, fees, regulatory fines and penalties, and forms
15 of legal action involving cyber risks, occurring or resulting to COUNTY in connection with
16 the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
17 employees under this Agreement, and from any and all costs and expenses (including
18 attorney's fees and costs), damages, liabilities, claims, and losses, and any and all
19 claims, damages, costs, fees, regulatory fines and penalties, and forms of legal action
20 involving cyber risks, occurring or resulting to any person, firm, or corporation who may
21 be injured or damaged by the performance, or failure to perform, of CONTRACTOR,
22 its officers, agents, or employees under this Agreement.

23 11. INSURANCE

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
25 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the
26 following insurance policies or a program of self-insurance, including but not limited to, an
27 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of
28 the Agreement:

1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two
3 Million Dollars (\$2,000,000.00) per occurrence and an annual aggregate of
4 Four Million Dollars (\$4,000,000.00). This policy shall be issued on a per
5 occurrence basis. COUNTY may require specific coverages including
6 completed operations, products liability, contractual liability, Explosion-
7 Collapse-Underground, fire legal liability or any other liability insurance
8 deemed necessary because of the nature of this contract.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than
11 One Million Dollars (\$1,000,000.00) per accident for bodily injury and for
12 property damages. Coverage shall include any auto used in connection with
13 this Agreement.

14 C. Professional Liability

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

19 D. Worker's Compensation

20 A policy of Worker's Compensation insurance as may be required by the
21 California Labor Code.

22 E. Technology Professional Liability (Errors and Omissions)

23 Technology professional liability (errors and omissions) insurance with limits
24 of not less than Two Million Dollars (\$2,000,000.00) per occurrence.
25 Coverage shall encompass all of the CONTRACTOR's duties and obligations
26 that are the subject of this Agreement. Coverage shall include, but not be
27 limited to, any and all claims, damages, costs, fees, regulatory fines and
28 penalties, or forms of legal action involving cyber risks.

1 F. Cyber Liability

2 Cyber liability insurance with limits of not less than Two Million Dollars
3 (\$2,000,000.00) per occurrence. Coverage shall include, but not be limited to,
4 any and all claims, damages, costs, fees, regulatory fines and penalties, or
5 forms of legal action involving cyber risks. The cyber liability policy shall be
6 endorsed to cover the full replacement value of, damage to, alteration of, loss
7 of, theft of, ransom of, or destruction of intangible property (including but not
8 limited to information or data) that is in the care, custody, or control of
9 CONTRACTOR.

10 Additional Requirements Relating to Insurance

11 For purposes of the technology professional liability insurance and the cyber liability
12 insurance required under this Agreement, cyber risks include, but are not limited to, (i)
13 security breaches, which include disclosure of, whether intentional or unintentional,
14 information provided by COUNTY, information provided by or obtained from any inmate, or
15 personal-identifying information relating to any inmate, to an unauthorized third party; (ii)
16 breach of any of CONTRACTOR's obligations under this Agreement relating to data
17 security, protection, preservation, usage, storage, transmission, and the like; (iii)
18 infringement of intellectual property including, but not limited to, infringement of copyright,
19 trademark, and trade dress; (iv) invasion of privacy, including any release of private
20 information; (v) information theft by any person or entity, whatsoever; (vi) damage to or
21 destruction or alteration of electronic information; (vii) extortion related to CONTRACTOR's
22 obligations under this Agreement regarding electronic information, including information
23 provided by COUNTY, information provided by or obtained from any inmate, or personal-
24 identifying information relating to any inmate; (viii) network security; (ix) data breach
25 response costs, including security breach response costs; (x) regulatory fines and penalties
26 related to CONTRACTOR's obligations under this Agreement regarding electronic
27 information, including information provided by COUNTY, information provided by or
28 obtained from an inmate, or personal-identifying information relating to any inmate; and (xi)

1 credit monitoring expenses.

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
3 naming the County of Fresno, its officers, agents, and employees, individually and
4 collectively, as additional insured, but only insofar as the operations under this Agreement
5 are concerned. Such coverage for additional insured shall apply as primary insurance and
6 any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
7 employees shall be excess only and not contributing with insurance provided under
8 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
9 a minimum of thirty (30) days advance written notice given to COUNTY.

10 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
11 employees any amounts paid by the policy of worker's compensation insurance required by
12 this Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such
13 policy that may be necessary to accomplish such waiver of subrogation, but
14 CONTRACTOR's waiver of subrogation under this paragraph is effective whether or not
15 CONTRACTOR obtains such an endorsement.

16 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
17 CONTRACTOR shall provide certificates of insurance and endorsement as stated above
18 for all of the foregoing policies, as required herein, to the County of Fresno, (Name and
19 Address of the official who will administer this contract), stating that such insurance
20 coverage have been obtained and are in full force; that the County of Fresno, its officers,
21 agents and employees will not be responsible for any premiums on the policies; that such
22 Commercial General Liability insurance names the County of Fresno, its officers, agents
23 and employees, individually and collectively, as additional insured, but only insofar as the
24 operations under this Agreement are concerned; that such coverage for additional insured
25 shall apply as primary insurance and any other insurance, or self-insurance, maintained by
26 COUNTY, its officers, agents and employees, shall be excess only and not contributing
27 with insurance provided under CONTRACTOR's policies herein; and that this insurance
28 shall not be cancelled or changed without a minimum of thirty (30) days advance, written

notice given to COUNTY.

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

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

12. AUDITS AND INSPECTIONS: CONTRACTOR shall at any time during business hours, and as often as COUNTY may deem necessary, make available to COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

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

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

COUNTY
COUNTY OF FRESNO SHERIFF
2200 Fresno Street
Fresno, CA 93721
Attention: Business Manager

CONTRACTOR
LEGACY LONG DISTANCE
Int'l Inc.
10833 VALLEY VIEW STREET
SUITE 150
CYPRESS, CA 90630
Attention: President

All notices between COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the

1 recipient. A notice delivered by an overnight commercial courier service is effective one
2 COUNTY business day after deposit with the overnight commercial courier service, delivery
3 fees prepaid, with delivery instructions given for next day delivery, addressed to the
4 recipient. A notice delivered by telephonic facsimile is effective when transmission to the
5 recipient is completed (but, if such transmission is completed outside of COUNTY business
6 hours, then such delivery shall be deemed to be effective at the next beginning of a
7 COUNTY business day), provided that the sender maintains a machine record of the
8 completed transmission. For all claims arising out of or related to this Agreement, nothing
9 in this section establishes, waives, or modifies any claims presentation requirements or
10 procedures provided by law, including but not limited to the Government Claims Act
11 (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

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

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

16 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

17 This provision is only applicable if CONTRACTOR is operating as a corporation (a for-profit
18 or non-profit corporation) or if during the term of the Agreement, CONTRACTOR changes
19 its status to operate as a corporation.

20 Members of CONTRACTOR's Board of Directors shall disclose any self-dealing
21 transactions that they are a party to while CONTRACTOR is providing goods or performing
22 services under this Agreement. A self-dealing transaction shall mean a transaction to which
23 CONTRACTOR is a party and in which one or more of its directors has a material financial
24 interest. Members of the Board of Directors shall disclose any self-dealing transactions
25 that they are a party to by completing and signing a Self-Dealing Transaction Disclosure
26 Form, attached hereto as Exhibit C and incorporated herein by this reference, and
27 submitting it to COUNTY prior to commencing with the self-dealing transaction or
28 immediately thereafter.

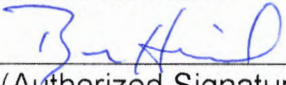
1 16. CONSISTENT FEDERAL INCOME TAX POSITION: CONTRACTOR acknowledges
2 that COUNTY's Main Detention Facility, South Annex Jail, North Annex Jail and West
3 Annex Jail have been and/or will be, as applicable, acquired, constructed, or improved, by
4 using net proceeds of governmental tax-exempt bonds (collectively, "Bond-Financed
5 Facilities"). CONTRACTOR agrees that, with respect to this Agreement and the Bond
6 Financed Facilities, CONTRACTOR is not entitled to take, and shall not take, any position
7 (also known as a "tax position") with the Internal Revenue Service ("IRS") that is
8 inconsistent with being a "service provider" to COUNTY, as a "qualified user" with respect
9 to the Bond-Financed Facilities, as "managed property," as all of those terms are used in
10 Internal Revenue Service Revenue Procedure 2017-13, and to that end, for example, and
11 not as a limitation, CONTRACTOR agrees that CONTRACTOR shall not, in connection
12 with any federal income tax return that it files with the IRS or any other statement or
13 information that it provides to the IRS, (a) claim ownership, or that it is a lessee, of any
14 portion of the Bond Financed Facilities, or (b) claim any depreciation or amortization
15 deduction, investment tax credit, or deduction for any payment as rent with respect to the
16 Bond-Financed Facilities.

17 17. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the
18 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all
19 previous Agreement negotiations, proposals, commitments, writings, advertisements,
20 publications, and understanding of any nature whatsoever unless expressly included in this
21 Agreement. In the event of any inconsistency in interpreting the documents which
22 constitute this Agreement, the inconsistency shall be resolved by giving precedence in the
23 following order of priority: (1) this Agreement; (2) the COUNTY'S Request for
24 Quotation/Proposal No. #19-080; and (3) the CONTRACTOR'S quotation/proposal made in
25 response to COUNTY'S Request for Quotation/Proposal No. #19-080.

26 18. COUNTERPARTS: This Agreement may be executed in any number of counterparts,
27 each of which shall be deemed an original, but all of which together shall constitute one
28 and the same Agreement, binding on the Parties according to its terms and conditions.

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

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 Brian Hill - CEO

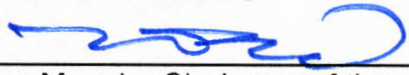
8 Print Name & Title

9 10833 Valley View St. Ste 150

10 Cypress, CA 90630

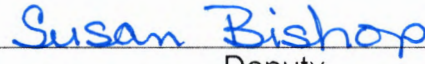
11 Mailing Address

COUNTY OF FRESNO


Nathan Magsig, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

12
13
14
15
16 By: 
Deputy

17 **FOR ACCOUNTING USE ONLY:**

18 Fund:

19 Subclass:

20 ORG:

21 Account:

Escalation Plan

Exhibit A

Legacy will provide an Account Manager that will assist in the administration of the system and manage technical support as needed throughout the contract period. Your Account Manager will provide changes to schedules, report templates, or manual data entry as needed. For the County's needs, Legacy employs the following Escalation Plan to ensure all service levels are appropriately handled.

Service Level	Escalation Contacts
Minor Category: A single phone non-operational in the housing or booking unit. Replaced within eight (8) hours.	<ol style="list-style-type: none">1. Legacy's 24-hour toll free customer service number: 866-553-4832 (24/7/365)2. Escalation: Account Manager 800-577-5534 (business hours)3. Eddie Mendez, Account Manager Supervisor 800-577-5534 Ext 223 (business hours) emendez@legacyinmate.com
Major Category: Two or more phones non-operational. Replaced within four (4) hours.	<ol style="list-style-type: none">1. Escalation: Account Manager 800-577-5534 (business hours)2. Eddie Mendez, Account Manager Supervisor 800-577-5534 Ext 223 (business hours) emendez@legacyinmate.com3. Escalation: Frank Flores, Field Operations Director 800-577-5534 Ext 251 (business hours) fflores@legacyinmate.com
Emergency: System Down – 2 Hours On-Site	<ol style="list-style-type: none">1. Escalation: Account Manager 800-577-5534 (business hours)2. Eddie Mendez, Account Manager Supervisor 800-577-5534 Ext 223 (business hours) emendez@legacyinmate.com

Exhibit A

	3. Escalation: Frank Flores, Field Operations Director 800-577-5534 Ext 251 (business hours) 562-244-8491 (24 Hour Mobile) fflores@legacyinmate.com
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System Updates

Please refer to our Software Development and release notifications terms of service using the following link: <https://www.edovo.com/termsofservice#development-updates>

System updates will be provided to the County throughout the life of the service agreement as they are developed. The facilities will be aware of all future and pending upgrades prior to implementation as well as all our development projects through your Account Executive. We will work to update staff on not only what is in-work with Legacy but also the industry itself. Our centralized system solution allows for system updates and upgrades in real time without any service interruption.

Perhaps the most important aspect of Legacy's service approach that distinguishes us from other vendors is our commitment to delivering new technology and system improvements to our clients. If we develop an enhancement that will improve the operational efficiency or investigative capabilities of our clients, we make will work with the County to implement it when so desired. Whether you are a client of five months or five years, Legacy is committed to notifying and installing any and all enhancements that are pertinent to the needs of your facilities.

Throughout our extensive experience transitioning clients to our service from other providers, we have encountered time and time again facilities that were left "high and dry" by their previous provider when it came to modern technology. They had been left with outdated on-site servers and equipment with very limited capabilities, even when their provider had developed newer technology several years prior. Their systems were simply never updated to ensure that they had the most current offering available, perhaps because there was no financial incentive for the vendor to do so. Legacy's core value as a technology company ensures we are focused on making sure your agency has the latest software versioning and hardware whenever possible.



"Legacy's service and support has been fantastic. Legacy doesn't just meet our expectations—they exceed them! We haven't received any complaints regarding call rates because they are lower than they were with our last provider. We have experienced outstanding service from Legacy and I would give them an A++!"

— Sergeant Kyndra Gore, Colorado

Offer #1 (Phones and Kiosks –80% Commission)

Exhibit B

All prices, costs, payments, and quotes are in US Dollars and are to be paid in US Dollars.

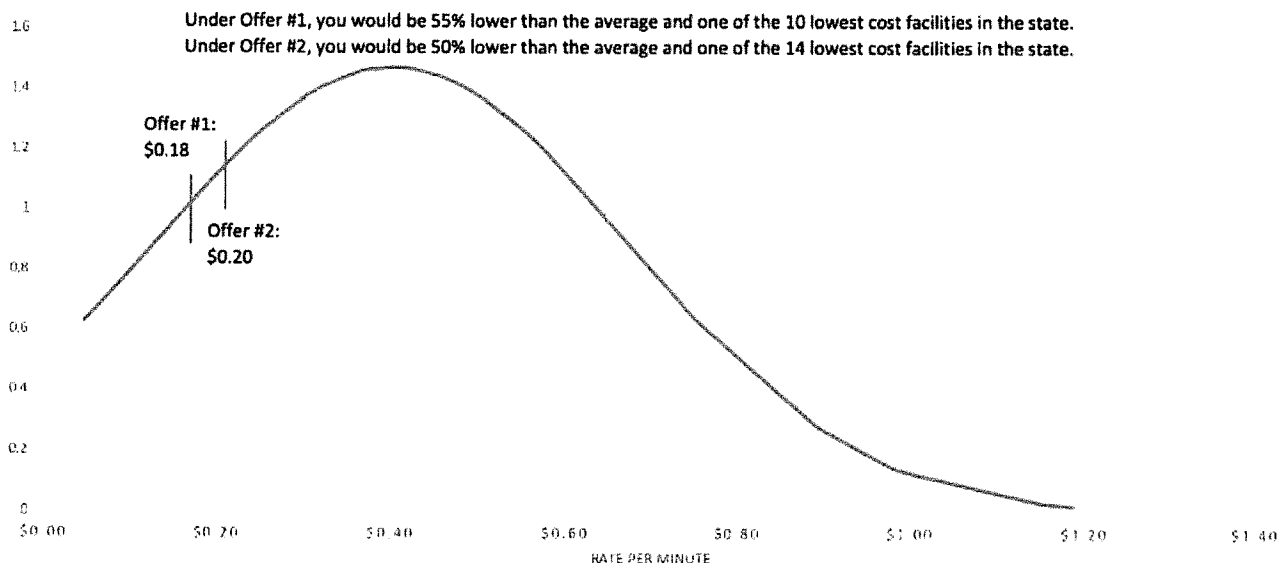
Offer one reduces the calling rates by 10% to \$0.18 per minute, maintains the same fees we currently charge and offers the County an 80% commission on all communication services. This rate plan is projected to increase call volume at the facilities, would be 55% lower than the average call rates charged by California facilities, and would make Fresno County one of the 10 lowest cost facilities in the state. Legacy has assumed and requires a 3-year contract as the basis for our offer.

Please refer to the following normal distribution curve representing the Prison Policy Initiative (PPI) data on California call rates and Fresno County's placement based on our two proposed offers. Please refer to this links for more information on PPIs report:

https://www.prisonpolicy.org/phones/state_of_phone_justice.html

https://www.prisonpolicy.org/phones/appendix_table_2.html

MINUTE CALL RATES IN CALIFORNIA BASED ON PPI DATA



Communications Rates

Exhibit B

The Contractor is permitted to charge the following rates to consumers and inmates, subject to the terms of the Contract.

Calling Rates and Commissions

Calling Rates apply to all voice-only communications, excluding voicemail or voice messages, regardless of funding method or call type.

Call Type	Calling Rate	Commission due to County
Local	\$.18 per minute	80%
Intralata	\$.18 per minute	80%
Interlata	\$.18 per minute	80%
Interstate	\$.18 per minute	80%
International (Mexico & Canada)	\$.35 per minute	80%
International	\$.35 per minute	80%

Video Visitation Rates

Visit Type	Rate	Commission due to County
On-Site Video Visitation (VVS)	No cost	N/A
Remote Video Visitation (VVS)	\$0.35 per minute	80%

Voicemail Rates

Voicemail rates apply regardless of funding method.

Message Type	Rate	Metric	Commission due to County
Voicemail	\$1.00	Per 30-second voice message	80%

Fees & Ancillary Charges

Fee Type	Charge
Prepaid Account Fee (Processed via Live Agent)	\$5.95
Prepaid Account Fee (Processed Online)	\$3.00

All fees are compliant with federal and state regulation. No other fees will be applied.

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:	

Exhibit D

CONTRACTOR's Guaranteed Equipment Repair and Service Response Times

CONTRACTOR represents, covenants, and guarantees to COUNTY the following: "Legacy's network is managed and maintained by its own expert network and IT personnel, 24-hours a day. All system features are monitored by live personnel as well as a state-of-the-art self-diagnostic system. Legacy's service level response times are detailed in the Company's standard service agreement and illustrate our dedication to providing a superior service and support for our clients. We encourage the County to call our references so our clients can confirm on our behalf our ability to respond to service and repair requests in a quick and efficient manner. The iCON system is completely redundant with architecture that encompasses call processing in Legacy's nationwide, carrier-grade telecommunications network. The Company will utilize dedicated circuits that will serve as an entry-way in to our network further decreasing and chance of any major outages. The Company utilizes three (3) service level categories; Minor (Priority Level 3), Major (Priority Level 2), and Emergency (Priority Level 3). The assigned priority level will be at the sole discretion of the facilities."

Service Level	Resolution Time
Emergency Service Category (Priority Level 1)	Technician on-site within 2 hours
Major Service Category (Priority Level 2)	Immediate response, Resolved in 4 hours
Minor Service Category (Priority Level 3)	Immediate response, Resolved in 8 hours

"Generally, the categories are defined by the following:

Minor Service Category (Priority Service Level 3) : 8 Hour Resolution

A "minor" service category is assigned to any trouble report or service request that effects:

- one (1) individual inmate Phone, BCD or VV Kiosk is non-operational
- static or other noise heard on the line
- block or free call number entry or other iCON system administrative action needed
- new or customized report needed
- additional service requested
- additional training requested

All minor categories will be addressed immediately by our National Account Manager with resolution provided within eight (8) hours of the report or request. In most instances these trouble reports and/or service requests will be handled directly by Legacy's support administrators or assigned National Account Manager.

Major Service Category (Priority Service Level 2) : 4 Hour Resolution

A "major" service category is assigned to any trouble report or service request that effects:

- two (2) or more inmate Phones, BCDs or VV Kiosks not operational
- report information not listing on iCON
- recording or live monitoring utilities non-operational or malfunctioning

All major categories will be addressed immediately by our support administrators with resolution provided within four (4) hours of the report. Legacy's administrators or local technicians will coordinate any equipment replacement needed. Legacy's Information Technology (IT) Department will address and iCON related issues that may be the cause of a Major Service Category.

Emergency Service Category (Priority Service Level 1) : Technician on-site within 2 hours

An "emergency" service category consists of any report of 25% of inmate Phones, BCDs or VV Kiosks being disabled in any location or any occasion where iCON cannot be accessed by the Fresno County. An "emergency" trouble report is immediately responded to and a service technician is guaranteed on-site within two (2) hours of a report."