

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

This Amendment to BOS Agreement No. 11-147 is entered into this 12th day of July, 2016, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Legacy Inmate Communications**, hereinafter referred to as "CONTRACTOR".

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

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

WHEREAS, the Federal Communications Commission (FCC) via order 15-136 has instituted new call regulation that disallows a connect charge prior to per minute charges being applied on telephone calls being placed by incarcerated individuals; and

WHEREAS, THE NEW RULE REQUIRES Legacy to remove the connect call charge from current contracted rates at the Mendocino County Jail facilities; and

WHEREAS, it is the desire of both Legacy and the County to modify the current inmate call rates to comply with FCC Order 15-136;

NOW, THEREFORE, we agree as follows:

- a) Chart of Inmate Telephone Rates-Mendocino County (Collect and Prepaid Collect), located in Exhibit B of BOS Agreement # 11-147 will be updated to comply with FCC Order 15-136, see attached revised Exhibit B. Revisions are in red font, bold and italicized.

Expected outcome of amendment:

Amending the contract will keep both the COUNTY and CONTRACTOR in compliance with the FCC order 15-136 and allows continued service within newly established guidelines.

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

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

COUNTY OF MENDOCINO
SHERIFF-CORONER OFFICE

By: [Signature]
Thomas D. Allman

Date: 04/29/2016

Budgeted: Yes No

Budget Unit: 2410

Line Item: 760440

Org/Object Code: IS 760440

Grant: Yes No

Grant No.: n/a

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair

BOARD OF SUPERVISORS

Date: JUL 12 2016

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] Date: JUL 12 2016
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: [Signature] Date: JUL 12 2016
Deputy

INSURANCE REVIEW:

By: [Signature]
ALAN D. FLORA, Risk Manager

Date: _____

CONTRACTOR/ COMPANY NAME

By: [Signature]
Signature

Printed Name: Curtis A. Brown
Title: President

Date: 6/13/16

NAME AND ADDRESS OF CONTRACTOR:

Legacy Inmate Communications
10833 Valley View Street, Suite 150
Cypress, Ca. 90630

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:
KATHARINE L. ELLIOTT, County Counsel

By: [Signature]
Deputy

Date: 5/10/16

FISCAL REVIEW:

By: [Signature]
Deputy CEO/Fiscal

Date: _____

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: [Signature]
CARMEL J. ANGELO, Chief Executive Officer

Date: _____

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

**Exhibit B
Payment Terms**

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

Minimum Annual Guarantee (MAG). The Annual Commission Payments are guaranteed to be at least equal One Hundred and Seventy-Five Thousand (\$200,000.00).

At the end of each twelve (12) month commission period, CONTRACTOR will pay (true-up) the amount due over the MAG of earned commissions of 69% of the gross billable revenue for the twelve (12) month period. Actual commissions will accrue against the MAG and will be reviewed, calculated and settled no later than sixty (60) days after the last day of the 12 month commission period. The annual settlement will consist of a comparison of the commissions paid vs. the annual guaranteed amount. If the minimum guaranteed amount exceeds the paid commissions the CONTRACTOR shall pay the COUNTY the difference.

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

Call Rates. The following call rates shall apply:

Inmate Telephone Rates – Mendocino County Collect and Prepaid Collect			
Mileage Band	Connection	Per Minute-Day	Per Minute - Evening
<i>Local Calls</i>	<i>N/A</i>	<i>\$0.30</i>	<i>\$0.30</i>
<i>IntraLATA</i>	<i>N/A</i>	<i>\$0.45</i>	<i>\$0.45</i>
<i>InterLATA</i>	<i>N/A</i>	<i>\$0.45</i>	<i>\$0.45</i>
<i>Interstate</i>	<i>N/A</i>	<i>\$0.25/\$0.21</i>	<i>\$0.25/\$0.21</i>
Canada-Caribbean	\$4.99	\$1.1500	\$1.1500
Mexico	\$4.99	\$1.1500	\$1.1500

- A one-time Friends and Family Prepaid Collect Account Set-Up Fee of \$4.99 Will Apply
- A Prepaid Collect Account Replenish Fee of \$1.50 Will Apply

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

//////////////////////////////////////END OF PAYMENT TERMS//////////////////////////////////////