

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Chief Financial Officer to execute a Second Amendment to the Inmate Telephone Service Agreement with CenturyLink Public Communications, Inc., for a commission payable to the County.

RESOLUTION NO. 19175, June 6, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, by Resolution 17724, dated November 7, 2011, the Legislature authorized the Director of Finance and Purchasing to execute a thirty-six month term and supply contract with two twelve-month options to extend with CenturyLink Public Communications, Inc., for the furnishing of inmate telephone service, for a commission payable to the County; and,

WHEREAS, this agreement was amended May 1, 2012, pursuant to the First Amendment to the Agreement; and,

WHEREAS, on October 22, 2015, the Federal Communications Commission (FCC) issued an order effective June 20, 2016, mandating changes to the rate structures for inmate pay telephone services; and,

WHEREAS, an Amendment to the Agreement with CenturyLink is required to comply with the new FCC guidelines related to inmate telephone service; and,

WHEREAS, execution of this Second Amendment to the Agreement is in the best interests of the health, welfare, and safety of the citizens of the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Chief Financial Officer be, and hereby is, authorized to execute the attached Second Amendment to the Inmate Telephone Service Agreement with CenturyLink Public Communications, Inc.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19075 of June 6, 2016, was duly passed on June 13, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

6.13.16
Date


Mary Jo Spino, Clerk of Legislature

**JACKSON COUNTY, MISSOURI
SECOND AMENDMENT
TO
INMATE TELEPHONE SERVICE AGREEMENT
JACKSON COUNTY DEPARTMENT OF CORRECTIONS**

This Second Amendment ("Second Amendment") has an effective date of June 20, 2016 ("Second Amendment Effective Date") between Jackson County, Missouri ("Customer") and CenturyLink Public Communications, Inc. ("CenturyLink").

RECITALS

Whereas, Customer and CenturyLink entered into an Inmate Telephone Service Agreement ("Agreement") dated February 1, 2012 under which CenturyLink agreed to install and operate inmate telephones and related equipment at Customer's Facility.

Whereas, Customer and CenturyLink previously executed a First Amendment the Agreement effective May 1, 2012.

Whereas, Customer and CenturyLink desire to further amend the terms of the Agreement.

Now, therefore, in consideration of the promises and covenants contained herein, Customer and CenturyLink agree as follows:

1. **SECTION FIVE: COMPENSATION, Subsection A. of the Agreement is hereby deleted in its entirety and replaced with the following:**
 - A. CenturyLink shall pay Customer a commission of 55.3% on all Gross Revenue generated by and through the ITS including but not limited to all collect, pre-paid and debit inmate telephone calls. Gross Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by CenturyLink and in any way connected to the provision of service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, debit, and pre-paid local, intralata/intrastate, intralata/interstate, interlata/intrastate, interlata/interstate and international calls), additional fees and/or charges added to the total cost of a call or added to the called party's bill or any other compensation received by CenturyLink.
 1. Customer and CenturyLink agree to monitor the number of completed minutes of use, associated with Gross Revenue (i.e. excluding free calls), on a monthly basis following the Second Amendment Effective Date. In the event the monthly minutes of use, associated with Gross Revenue, exceed 650,000 minutes for any period of four (4) consecutive months following the Second Amendment Effective Date, CenturyLink shall increase Customer's commission based on the commission rates shown in the below tiered structure.

Monthly Minutes of Use (Sustained at Minimum Level for Four (4) Consecutive Months)	Commission Rate
0 – 650,000	55.3%
650,001 – 700,000	56.6%
700,001 – 800,000	58.6%

2. In the event monthly minutes of use, associated with Gross Revenue, exceed 800,000 minutes for any period of four (4) consecutive months following the Second Amendment Effective Date, CenturyLink and Customer shall mutually negotiate a further increase in the commission rate. Any changes to the commission rate will be documented in an amendment to this Agreement.
 3. In the event the monthly minutes of use, associated with Gross Revenue, exceed the minutes of use thresholds as defined in Section 5, Subsections A.1 and A.2 and thus trigger the establishment of a new commission rate, and then after the establishment of this new commission rate decline to a lower level for a period of four (4) consecutive months, the commission rate will be further revised according to the table in Section 5, Subsection A.1 above.
 4. In the event the monthly minutes of use, associated with Gross Revenue, exceeds 650,000 minutes consecutively for the four (4) months of traffic immediately following the Second Amendment Effective Date, CenturyLink agrees to remit a true-up to Customer for the total difference in commission paid at 55.3% and the commission amount that would have been paid to Customer at the applicable commission rate (specified in Section 5, Subsection A.1, above) for the entire four (4) month period. Such true-up payment shall be due to Customer on or before the 25th day of the month following the initial four (4) month period.
 5. For maximum clarity, the initial four (4) month period relevant to Section 5, Subsection A.4 above will be defined as (1) June 20, 2016 through July 19, 2016, (2) July 20, 2016 through August 19, 2016, (3) August 20, 2016 through September 19, 2016, and (4) September 20, 2016 through October 19, 2016.
2. **SECTION FIVE: COMPENSATION, Subsection N. of the Agreement is hereby deleted in its entirety and replaced with the following:**
 - N. CenturyLink shall impose a monthly collect threshold of \$30.00 per each unique telephone number. CenturyLink shall not increase or decrease the collect threshold without Customer's express written consent.
 3. **SECTION FIVE: COMPENSATION, Subsection P. of the Agreement is hereby deleted in its entirety.**

[THIS SECTION INTENTIONALLY LEFT BLANK.]

ATTACHMENT C: CALLING RATES AND FEES of the Agreement is hereby deleted in its entirety and replaced with the following:

ATTACHMENT C

CALLING RATES AND FEES

	First Minute	Additional Minute	
Local	\$0.10	\$0.10	\$0.50 per call
Intralata/Intrastate	\$0.10	\$0.10	\$0.25 per minute
Interlata/Intrastate	\$0.10	\$0.10	\$0.25 per minute
Intralata/Interstate	\$0.10	\$0.10	\$0.25 per minute
Interlata/Interstate	\$0.10	\$0.10	\$0.25 per minute
International (Debit Only) – Mexico and Canada	\$0.15	\$0.15	N/A
International (Debit Only) – All Other Countries	\$0.25	\$0.25	N/A

Bill Statement Fee	\$2.00
Pre-Paid Funding Fee (IVR, Web)	\$3.00
Pre-Paid Funding Fee (Live Operator)	\$5.95
Pre-Paid Funding Fee (Western Union Swift Pay)	\$5.50
Pre-Paid Funding Fee (Western Union Quick Collect)	\$9.95
Refund Fee	\$0.00
USF Administrative Fee	\$0.00
All Other Fees	Not Allowed
Monthly Collect Call Threshold	\$30.00

4. **Except as expressly modified by this Second Amendment, the provisions and conditions of the original Agreement, including all Attachments are unchanged and shall remain in full force and effect. The original Agreement, as expressly amended by this Second Amendment, is the complete Agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.**

IN WITNESS WHEREOF, and intending to be bound as of this Second Amendment Effective Date, each of the Parties has caused this Second Amendment to be signed by its duly authorized representatives on the date(s) shown below.

JACKSON COUNTY

CENTURYLINK
COMMUNICATIONS, INC.

PUBLIC

Authorized Signature

Authorized Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date:

Date: