

## **AMENDMENT #1 TO RFP-10537 AGREEMENT A-13370**

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### **AMENDMENT #1 TO RFP-10537 AGREEMENT A-13370 BY AND BETWEEN COUNTY OF MONTEREY & TELMATE, LLC**

**THIS AMENDMENT** is made to the **AGREEMENT** for inmate/ward telephone services for the Monterey County Sheriff's Office and Monterey County Probation Department, by and between **Telmate, LLC**, hereinafter "**CONTRACTOR**", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "**County**".

**WHEREAS**, the County and **CONTRACTOR** originally entered into this Agreement on December 14, 2016 and a term date ending December 13, 2019; and

**WHEREAS**, the County and **CONTRACTOR** wish to amend the **AGREEMENT** by extending the term of **AGREEMENT** by one (1) year with a new end date of December 13, 2020.

**NOW THEREFORE**, the County and **CONTRACTOR** hereby agree to amend the **AGREEMENT** in the following manner:

1. Section 3., "**TERM OF AGREEMENT**" shall be, "*The term of this Agreement is from 12/14/2016 to 12/13/2020 with the option to extend this Agreement for one (1) additional one (1) year.*"
2. **ATTACHMENT A – Rates, Fees, and Payments** shall be amended by removing Attachment A and replacing it with Attachment A-1 per Amendment #1 attached hereto. Attachment B shall be added per Amendment #1 attached hereto. All Exhibits remain unchanged and are not attached.
3. Except as provided herein, all remaining terms, conditions and provisions of the **AGREEMENT** are unchanged and unaffected by this **AMENDMENT** and shall continue in full force and effect as set forth in the **AGREEMENT**.
4. A copy of the **AMENDMENT** shall be attached to the original **AGREEMENT** executed by the County on December 14, 2016.


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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Telmate, LLC

  
\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
\_\_\_\_\_  
Signature of Chair, President, or  
Vice-President


Dated: 1/8/2020

Deb Alderson, President and CEO  
Printed Name and Title

Approved as to Fiscal Provisions:  
  
\_\_\_\_\_  
Deputy Auditor/Controller

Dated: December 20, 2019

Dated: 1/3/2020


By:   
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Approved as to Liability Provisions:  
  
\_\_\_\_\_  
Risk Management

John Pitsenberger, CFO  
Printed Name and Title

Dated: \_\_\_\_\_

Dated: December 20, 2019

Approved as to Form:  
  
\_\_\_\_\_  
Deputy County Counsel

Dated: 01/03/2020

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Telmate, LLC  
Revenue Generating  
Term: 12/14/2016 to 12/13/2020

## ATTACHMENT A-1

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### ATTACHMENT A-1

#### **RATES, FEES, and PAYMENTS TO COUNTY FOR INMATE TELEPHONE SERVICE, VIDEO VISITATION SERVICE, and TABLETS**

The County shall bear no responsibility for any costs related to the ITS, VVS, or Tablet services.

1. The initial VoIP calling rates shall be as follows:

- a. The call rate for Intrastate Prepaid and Collect Calls will be \$0.21 per minute.
- b. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
- c. The call rate for Interstate Collect Calls will be \$0.25 per minute.
- d. The call rate for International Calls will be \$0.50 per minute.

2. The initial fees payable by end user OR depositor for ITS services shall be as follows:

- a. Automated payment fees such as deposits using credit card or debit card made via telephone: \$3.00 per transaction, paid by depositor.
- b. Live agent fee (Quick Connect): \$5.95 per transaction, paid by depositor.
- c. Paper bill fee: \$2.00 per transaction.
- d. All third-party transaction fees such as MoneyGram, Western Union, and credit card processing fees shall be passed through to the depositor or end user without markup.
- e. All taxes and regulatory fees shall be passed through to the depositor or end user without mark up.
- f. The fee for a voice mail shall be \$1.50 per call.
- g. The fee for messages sent by a friend or family to a detainee shall be \$0.25 per message.

3. The Initial fees for Commissary/Booking Load services shall be as follows:

- a. The fee for Operator-Accepted deposits using credit card or debit card made by telephone: \$2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.

## ATTACHMENT A-1

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- b. Cash deposited into the lobby/visitation area Kiosk: \$1.99 per transaction plus 4% of the transaction amount. This fee is paid by the depositor.
- c. Credit card and debit card deposits using web-based depositing options: \$2.99 per transaction plus 6% of the transaction amount. This fee is paid by the depositor.
- d. Cash deposited into the Booking area kiosk: no fees shall be assessed to any party.
- e. Credit card and debit card deposits into the booking area kiosk at time of booking: \$2.99 per transaction plus 6% of the transaction amount. This fee shall be paid by the depositor.

Where Customer/County elects to have TELMATE assist with the operation of commissary accounts, TELMATE will act as Customer/County's agent for the purpose of accepting on behalf of the Customer/County, deposits into an inmate/s trust/commissary account. At Customer/County. Any and all deposits made to an inmate's commissary account at Customer/County's facilities through TELMATE's system shall be deemed received by the Customer/County as if made directly to Customer/County and shall be credited to the respective inmate's commissary account upon receipt by TELMATE. Customer/County shall have sole control and managerial power over any and all funds deposited into an inmate's commissary account.

#### 4. Tablet and Video Visitation Rates:

- a. The rate for access to premium tablet services such as messaging, music, and games, will be \$0.05 per minute. There shall be no cost to inmate for commissary ordering, grievance filings, medical/sick call requests, programs service requests, law library requests, other forms, educational content, and PREA/criminal reports.
- b. The rate for remote VVS will be \$0.25 per minute on Tablets.

#### 5. Facility Support Payments to County:

- a. TELMATE will implement a system to collect a facility support fee of five cents (\$0.05) per minute on specific telephony calls serviced by TELMATE. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by TELMATE. Such facility support payments will be collected by TELMATE and remitted to County without deductions.
- b. TELMATE shall provide County with 10% of the gross revenue derived from item 2.f above – voicemails left for inmates.
- c. TELMATE shall provide County with 50% of the gross revenue received from the per minute rate charged to detainees for access to TELMATE's tablet equipment, excluding video and phone calls.

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- d. TELMATE shall provide County with 25% of the gross revenue resulting from remote VVS usage.
- e. Commissions paid on Tablets shall be clearly delineated as to minutes of commission:
  - i. Minutes/Commission for Premium Tablet Service
  - ii. Minutes/Commission on Non-Chargeable time
  - iii. Minutes/Commission on Tablet for Remote VVS
  - iv. Minutes/Commission spent on Tablet for Promotional items

It is inferred that Prepaid Purchase Invoices have both the Tablet and Telephone Commissions deducted from them and be presented as one (1) net invoice, requiring the County to write one (1) check and have full accountability for all commissions.

- f. Payments for commissions and facility support shall be made in two (2) separate checks within 30 days following each month. One check shall be made payable to the Monterey County Probation and sent to the address listed in Section 5.1.3 of this agreement. The second check shall be made payable to the Monterey County Sheriff's Office and sent to the address listed in Section 5.1.1 of this agreement.

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## ATTACHMENT B

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### ATTACHMENT B

#### ADDITIONAL EQUIPMENT AND SERVICE

TELMATE will provide the following equipment and service for the Monterey County Sheriff's Office and Monterey County Probation.

Handheld Inmate/Ward Communication Devices:

- a. 240 Inspire 3 Tablets
  - o 100 Tablets for replacement of Vantron Tablets in the Current Jail
  - o 120 Tablets in Jail Addition (new Jail)
  - o 20 Tables for Monterey County Probation
- b. 108 Docking Stations
  - o 50 Replacement in Current Jail
  - o 48 Docking Stations in Jail Addition (new Jail)
  - o 10 Docking Stations for Monterey County Probation
- c. 46 Near Field Communication Stations for Jail Addition to accommodate Video Visitation
- d. 10 Bookshelf Charging Stations
  - o 8 in Jail Addition (new Jail)
  - o 2 for Monterey County Probation
- e. 21 Wireless Access Points
  - o 16 in Jail addition (new Jail)
  - o 5 for Monterey County Probation
- f. 32 New inmate phones in Jail Addition (new Jail)

Service to be provided for Monterey County Sheriff's Office:

Data IQ – Data IQ is a powerful analytical package allowing investigations to visually analyze immense amounts of data to create actionable intelligence. Data IQ can ingest any data source and present the information in a table or link diagram with customizable views for investigators. This powerful data mining tool will be included at no cost for all TELMATE data.