

## AMENDMENT #5 TO RFP-10537 AGREEMENT A-13370

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### AMENDMENT #5 TO RFP-10537, AGREEMENT A-13370 BY AND BETWEEN COUNTY OF MONTEREY & TELMATE, LLC

**THIS AMENDMENT NO. 5** 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 "County" (collectively, "the Parties")).

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

**WHEREAS**, Agreement was amended by the Parties on January 8, 2020, (hereinafter "Amendment No. 1") to extend the term for one (1) additional year through December 13, 2020; and

**WHEREAS**, Agreement was amended by the Parties on December 17, 2020, (hereinafter "Amendment No. 2") to extend the term for one (1) additional year through December 13, 2021; and

**WHEREAS**, Agreement was amended by the Parties on March 9, 2022, (hereinafter "Amendment No. 3") per CPUC Decision Rulemaking 20-10-002 issued August 23, 2021, the FCC Third Report and Order on Reconsideration and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 and 40682 Federal Register/Vol. 86, No. 142/Wednesday, July 28, 2021/Rules and Regulations, and to extend the term for an additional two (2) years through December 13, 2023; and

**WHEREAS**, California Senate Bill No. 1008 ("Senate Bill 1008") was approved by the Governor and filed with the Secretary of State on September 29, 2022. Senate Bill 1008 requires, among other things, effective January 1, 2023, a county or city youth residential placement or detention center shall provide voice communication services to incarcerated persons free of charge to the person initiating and the person receiving the communication. Senate Bill 1008 provides that a county or city agency shall not receive revenue from the provision of voice communication services or any other communication services to any person confined in a county or city youth residential placement detention center; and

**WHEREAS**, Agreement was amended by the Parties on November 9, 2023, (hereinafter "Amendment No. 4") to address payment to CONTRACTOR for juvenile ward telephone services to the Monterey County Probation Department for the juvenile institutions, for a total not to exceed amount of \$72,000, and to extend the term on a month-to-month basis, with County reserving the right to cancel with 30 days written notice or immediately for cause; and

**WHEREAS**, there is a continued need for services following the completion of a Request for Proposal (RFP) process, award of contract, and pending installation of new vendor equipment and services; and

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**WHEREAS**, the Parties wish to further amend the Agreement to add \$24,000 to the total amount payable for a total amount not to exceed \$96,000;

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

- 1) **Attachment A-1 – RATES, FEES AND PAYMENTS TO COUNTY FOR INMATE TELEPHONE SERVICE, VIDEO VISITATION SERVICE AND TABLETS, second sentence of added Paragraph referencing “Juveniles”**, is amended to read as follows:

**Juveniles**

In consideration of Senate Bill 1008 and as it pertains to juvenile calls from the Monterey Juvenile Hall and Monterey County Youth Center, effective January 1, 2023, the County shall pay CONTRACTOR a monthly service fee in the amount of four thousand dollars (\$4,000.00).

Beginning July 1, 2024 through December 31, 2024, the County shall pay CONTRACTOR a monthly service fee in the amount of three thousand seven hundred dollars (\$3,700.00) plus applicable taxes, fees and other governmental charges for a total monthly amount not to exceed four thousand dollars (\$4,000.00).

For the period of January 1, 2023 through December 31, 2024, total amount paid to CONTRACTOR may not exceed \$96,000.

- 2) Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this AMENDMENT No. 5 and shall continue in full force and effect as set forth in the Agreement.
- 3) A copy of AMENDMENT NO. 5 shall be attached to the original Agreement executed by the County on December 14, 2016.

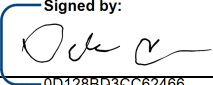
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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

## MONTEREY COUNTY

## Telmate, LLC

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

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

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

Deb Alderson CEO ViaPath

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Printed Name and Title

DocuSigned by:  
  
\_\_\_\_\_  
Deputy Auditor/Controller


10/11/2024 | 8:23 AM PDT  
\_\_\_\_\_  
Dated:

Dated: 10/16/2024 | 7:20 AM PDT

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

*Approved as to Liability Provisions:*

John Pitsenberger CFO


DocuSigned by:  
  
\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Printed Name and Title

Dated: 10/16/2024 | 8:24 AM PDT

10/11/2024 | 8:25 AM PDT  
\_\_\_\_\_  
Dated:

*Approved as to Form:*

Signed by:  
  
\_\_\_\_\_  
Anne K. Brereton  
Deputy County Counsel

Dated: 10/15/2024 | 12:58 PM PDT

County Board of Supervisors' Agreement Number: A-13370.

\*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.