

	KITSAP COUNTY Request for Proposal 2021-129	Purchasing Department 619 Division St., 4 th Floor Port Orchard, WA 98366 Phone: 360.337.4788 Email: purchasing@co.kitsap.wa.us
	Addendum No. 1	

TO: All Respondents

FROM: Glen McNeill

CLOSING DATE: August 20, 2021 at 3:00PM (Changed)
Updated from: August 16, 2021

REF NO.: 2021-129 Incarcerated Persons Communication Services

DATE: July 29, 2021

Question 1. Please provide several recent commission reports for the Facilities, showing calls, minutes, and revenue (or at minimum calls and minutes). This data is necessary to estimate costs and potential revenues. The current vendor has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders.

Answer: Attached are the reports for tablet and video commissions for 2021. We have requested reports related to the phone system which we will provide when received. There is no information regarding the Juvenile Detention Facility.



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Request for Proposal 2021-129

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Purchasing Department
 619 Division St., 4th Floor
 Port Orchard, WA 98366
 Phone: 360.337.4788
 Email:
 purchasing@co.kitsap.wa.us

Question 2. In order to help us evaluate call volumes and recognize additional revenue potential, it is very helpful to have the rates currently being charged to called parties under the current contract. Please provide the following information:

Call Category	Rate for First Minute	Rate for Each Additional Minute
LOCAL – Collect		
INTRALATA – Collect		
INTERLATA – Collect		
INTERSTATE – Collect		
LOCAL – Debit		
INTRALATA – Debit		
INTERLATA – Debit		
INTERSTATE - Debit		
International - Debit		
LOCAL – PrePaid Collect		
INTRALATA – PrePaid Collect		
INTERLATA – PrePaid Collect		
INTERSTATE – PrePaid Collect		

Answer: See contracts and amendments provided. There is no information regarding the Juvenile Detention Facility.

Question 3. Does the current vendor offer any alternate calling types, such as Advance Pay, PayNow or Text-to-Connect? If so, what are the rates and fees charged for these calls?

Answer: See contracts and amendments provided.

Question 4. Please outline the fees that are being charged to end-users:

- a. Bill Statement Fee
- b. PrePaid Account Funding Fee via Web
- c. PrePaid Account Funding Fee via IVR
- d. PrePaid Account Funding Fee via Live Operator
- e. Fees for Instant Pay Calls

Answer: See contracts and amendments provided, and GTL (formerly Telmate) website.

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Question 5. Please provide a copy of all current contracts and amendments pertaining to all services under this RFP.

Answer: See contracts and amendments provided.

Question 6. Please provide the commission percentage currently received on inmate telephone revenue.

Answer: See contracts and amendments provided.

Question 7. Please provide an average of monthly commissions received over the past year from the current vendor.

Answer: See answer to question 1. There is no information regarding the Juvenile Detention Facility.

Question 8. Please list all types of calls on which the County is currently paid commissions (e.g., local, in-state long distance, interstate, etc.)

Answer: See documents provided.

Question 9. Please provide a breakdown by housing unit of the inmate capacity and the number of phones each. The inmate capacity for each cell block is necessary for determining network requirements and charging stations needed to support the tablets.

Answer: See section 3 of the Scope of Work which described current equipment and requested equipment. There is no additional information regarding the Juvenile Detention Facility.

The jail has five pods, with four units in each pod. Currently, the County only uses four pods.

Central pod (A, B, C, and D) has a total of 12 phones, three phones in each unit. The maximum capacity for Central A is 47. The maximum capacity for Central B, C, and D is 52 for each unit.

Dorm Pod (A, B, C, and D) has a total of 12 phones, three phones in each unit. The maximum capacity for each unit is 54.

East Pod (A, B, C, and D) has a total of eight phones, two phones in each unit. The maximum capacity for each unit is 20.

South Pod (A (8), B (12), C (12), and D(8) has a total of eight phones, two phones in each unit. The maximum capacity in each unit is 20.

West Pod (A, B, C, and D) has a total of eight phones, two phones in

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each unit. The maximum capacity in each unit is 20. The west pod is currently not in use. However, we are requesting that services be made available to this pod in anticipation of future use. Eight phones, two in each unit.

Booking has 5 phones. There is no maximum capacity.

Question 10. Please provide a breakdown of the inmate population, in percentages or actual numbers, by local, DOC, or other agency.

Answer: Decline to answer.

Question 11. In order to ensure a level playing field for all bidders, please confirm that the successful vendor must provide new equipment. Also, please verify that this applies to both new potential bidders and the incumbent provider.

Answer: Yes, new equipment must be provided by both new potential bidders and the incumbent provider.

Question 12. Please provide the schedule in which the inmates have access to the inmate phones.

Answer: In the jail, the majority of the inmates have access to the inmate phones, kiosk, and tablets from 8:00 am to 10:30 pm subject to a variety of factors.

In the Juvenile Detention Facility, the juveniles have access to the phones Monday thru Friday from 4:30 pm to 9:00 pm and Saturday and Sunday from 9:00 am to 9:00pm.

Question 13. What kind of wiring connects the existing visiting kiosks to the equipment room?

Answer The visiting device is wireless with wireless access to a switch room and then fiber to the main phone room.

Question 14. Approximately how many remote video visits take place each month?

Answer See reports provided.

Question 15. For the current inmate tablets program:

a. Who is the tablet manufacturer?

Answer: Vantron

b. Do inmates share the tablets?

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Answer: Yes

c. How do they check them out?

Answer: First come first serve.

d. Exactly what services and applications are offered on the tablets?

Answer: There are numerous services and applications are offered to inmates via the tablets, including without limitation, the Law library, visitation scheduling, secure messaging, requests, grievances, the inmate handbook, dictionary, facility messages, and a variety of entertainment applications, Iheart radio, etc.

e. Are the tablets interfaced with the JMS and for what purpose?

Answer: No.

f. Please provide all the rates and fees associated with the tablets.

Answer: See reports provided.

g. Please provide tablet usage reports for the past several months.

Answer: See reports provided.

Question 16. Please provide average monthly revenue data for any additional services offered under the current contract, such as voicemail, messaging and tablets.

Answer: See reports provided.

Question 17. The evaluation criteria on RFP p. 8 allots 30 points to the “Cost of Service to Users”, but there is no mention of revenue shared with the County. How will the commission percentage offered to the County be evaluated?

Answer: Kitsap County is seeking the lowest overall cost to the inmates/families and will not subsidize any associated fees for services. It is the County’s desire to have a cost neutral program with only the necessary fees to be passed on to the inmate/families for the services being utilized. The County takes the economic interests of families and inmates seriously. While providing commission is an option, it is not a significant factor in the evaluation criteria.

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Question 18. Some vendors provide alternate payment options, such as the ability to purchase a one-time phone call using a credit or debit card, without the necessity of setting up a prepaid account, and typically pay little to no commission on these calls. Will the County please confirm that vendors are required to pay the same commission amount for all calls, including premium, prepaid, debit and collect?

Answer: No, see answer to question 17.

Question 19. After the first round of questions is answered, will the County accept additional questions if clarification is needed for any of the County's responses?

Answer: Subject to the timelines provided in the RFP.

Question 20. The current RFP schedule allows less than one business day between the date questions will be answered, and the date proposers must ship proposals to guarantee timely delivery. The answers to vendor questions will contain information that is critical to creating competitive offers, and to ensuring fair competition between the incumbent vendor (who already has access to this information) and all other proposers. Therefore, will the County extend the RFP due date to at least August 20, to allow one week between Q&A distribution and the shipping deadline?

Answer: Yes, we will extend the due date to August 20, 2021.

Question 21. Whether companies from Outside USA can apply for this?
(like, from India or Canada).

Answer: No, Due to the nature of this Solicitation Kitsap County will not be accepting responses from companies outside of USA.

Question 22. Whether we need to come over there for meetings?

Answer: Yes, attendance at the meeting is mandatory.

Question 23. Can we perform the tasks (related to RFP) outside USA?
(like, from India or Canada).

Answer: No, Due to the nature of this Solicitation Kitsap County will not be accepting responses from companies outside of USA.

Question 24. Can we submit the proposals via email?

Answer: No, responses will not be accepted vis email.

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CONTRACTS/ AMENDMENTS/ REPORTS PROVIDED BELOW

KITSAP COUNTY INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made as of the Effective Date (defined below), by and between Kitsap County ("Customer"), whose address is 614 Division Street, MS-21, Port Orchard, WA 98366, and Telmate, LLC ("Telmate").

WHEREAS, Telmate is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate phone, video and electronic communications equipment and systems ("Equipment") and,

WHEREAS, Customer desires to utilize the service, expertise, and Equipment of Telmate,

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Telmate and Customer hereby agree as follows:

1. Agreement. Customer grants to Telmate the exclusive right and license to install, implement, maintain, and derive revenue from the use of Equipment that provides for detainees/inmate/resident electronic communications located at the incarceration facilities commonly known as Kitsap County (Sheriff's Office Jail) and Kitsap County Juvenile Corrections Facility (each a "Facility", collectively the "Facilities"), and whose physical addresses are 614 Division Street, Port Orchard, WA 98366 and 1338 Old Clifton Road, Port Orchard, WA 98366 respectively. Customer authorizes Telmate to make changes, implement and update features, and otherwise establish such functionality and take such steps which Telmate considers, in its discretion, in best interest and designed to keep Facility using the best features with a state-of-the-art, leading system.

2. Contract Representatives. All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County: Kitsap County Dept. of Information Services
Bud Harris, Director
614 Division Street, MS-21
Port Orchard, WA 98366
Phone: 360-337-4405
Fax: 360-337-7052

County: Kitsap County Sheriff's Office
Ned Newlin, Chief of Corrections
614 Division Street, MS-33
Port Orchard, WA 98366
Phone: 360-337-7107
Fax: 360-337-5780

Telmate: Telmate, LLC
Kevin O'Neal, President
1108 SE 6th Street
Ontario, OR 97914
Phone: 208-739-8333
Fax: 208-379-7498

3. **Term.** This Agreement shall commence on the date of last signature by a party below ("Effective Date") and shall end eight (8) years thereafter ("Initial Term"). The terms and conditions of this Agreement shall continue as to any Telmate Equipment installed at the request of Customer, before the expiration of this Agreement. If the normal business operation of either Facility is interrupted for any reason (for example, due to act of God, an inmate riot, or strike) the expiration of the Term of this Agreement shall be extended for a period of time equal to the period of such interruption or stoppage of business operations.

4. **Renewal.** After the eight (8) year Initial Term, this Agreement shall automatically renew for additional terms of two (2) years time period each thereafter (each a "Renewal Term"), upon the terms and conditions herein set forth, unless written notice is sent by either party at least sixty (60) days prior to the end of the then current Term (Initial Term and Renewal Terms collective comprise the "Term"). Customer agrees to provide Telmate written advance notice of 180 days prior to Customer releasing any RFP that includes all or part of services offered by Telmate, during any Initial Term or contract Renewal Term. Upon receipt of a notice of non-renewal from Customer, Telmate has the right to match the financial and service conditions of any binding competitive proposal under consideration, and upon written notice of Telmate's promise to match same proposal, Telmate may retain the business for an additional Renewal Term.

5. **Commissions.** In consideration for the right to install, maintain, and operate the Equipment within the Facilities, Telmate agrees to pay Customer a monthly commission of fifty percent (50%) of the Gross Revenue received as a result of collect calls and a monthly commission of forty-six (46%) of the Gross Revenue received as a result of pre-paid calls and a monthly commission of twenty-five (25%) of the gross payphone revenue received, in all cases made through use of Telmate's Equipment. Telmate shall pay such commissions on all calls including Intralata, Interlata, Interstate, Intrastate, Local, and International calls. Commissions will be based on Revenues from all completed calls. "Gross Revenue" excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Telmate will pay Customer a monthly commission of fifty percent (50%) of the net revenue (to be mutually agreed by the parties and memorialized in an executed Statement of Work) generated as a result of services provided using the Telmate Inmate Kiosk. Such commissions shall be paid by Telmate to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from Equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set forth in the opening paragraph above. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer. Revenues generated as result of pre-paid calls and payphone usage shall be allocated to the Information Services Department of the Customer. All other revenues shall be allocated to the Sheriff's Office Jail, which include but are not limited to the revenues generated as a result of services provided using the Telmate Inmate Kiosk systems.

6. **Amount and Location of Equipment.** The exact location(s) of the Equipment at Customer's Facilities shall be as per the mutual written agreement of the parties hereto, attached to this document as depicted in **Schedule A**.

7. **Rates.** The parties to this Agreement shall mutually agree on the rates charged for any and all collect calls and any and all prepaid calls made with the use of the Equipment. The rates shall be set out in the **Schedule B** attached to this Agreement as if set out in full herein.

8. **Exclusivity.** During the term of this Agreement and during any renewal of this Agreement, Customer grants to Telmate the exclusive right and license to install, maintain, and operate telecommunication Equipment governing all inmate calls and video and electronic communications, including local and long distance, including but not limited to collect calls, debit calls, within any facility

owned or operated by Customer. During the Term of this Agreement Customer shall not provide to any third party access to Telmate's Equipment.

9. Entire Agreement. This Agreement sets forth the entire understanding of Telmate and Customer and supersedes all prior agreements, arrangements, and communications, whether oral or written with respect to the subject matter herein, including but not limited to the Kitsap County Inmate Telecommunication Location Agreement (KC-390-07) between Kitsap County Corrections and Pinnacle Public Services LLP dated September 1, 2007. This Agreement may be modified or amended only in writing signed by both Parties.

10. Maintenance of Equipment. During the Term of this Agreement, Telmate will repair and maintain its Equipment in good operating condition and shall exclusively maintain its Equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the Equipment. Telmate has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the Equipment. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on Equipment. Telmate's Equipment shall remain the sole property of Telmate. Upon termination of this Agreement, Telmate shall have the right to enter upon the premises to remove the Equipment, except that any network wiring provided to the Facilities by Telmate hereunder shall become the property of the Customer. Customer shall notify Telmate of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of Telmate's Equipment.

11. Surveillance. Telmate and Customer realize and agree that the Equipment may allow Customer to monitor, eavesdrop, and/or otherwise record inmates' use of the Equipment. CUSTOMER UNDERSTANDS AND AGREES TELMATE HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LEGALITY OF SUCH MONITORING AND/OR EAVESDROPPING.

12. Default and/or Termination of Agreement. If Customer or Telmate default in their performance of any obligations hereunder, the non-defaulting party may notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within sixty (60) days from receipt of notice of default, otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. If any governmental tax, fee, regulation, or tariff, or any other law prevents Telmate from providing the services agreed to hereunder or make the continuation of this Agreement economically impracticable then Telmate may, at its own discretion, terminate this Agreement without liability. On any termination of this Agreement Customer shall allow Telmate reasonable access to Facilities in order to remove its Equipment. Telmate agrees to remove its Equipment within 30 days after such termination.

13. Liability Indemnification. Customer assumes the risk of liability arising from or pertaining to the possession, operation, or use of Equipment. Customer shall indemnify and hold Telmate harmless from and against any and all claims, costs, expenses, damage, and liabilities, arising from or pertaining to the use, possession, or operation of Equipment or from any negligent or deliberate act or omission that occurs resulting from its obligations under this Agreement. Telmate will protect, save and hold harmless Customer or any employees thereof, from and against all claims, suits, actions, costs, damages, or expenses arising from any negligent or deliberate act or omission that occurs resulting from its obligations under this Agreement. In the case of negligence of both Customer and Telmate, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party. Telmate does not assume any liability for any acts or omissions of Customer or Customer's agents, or employees. Customer hereby releases Telmate and/or agrees to indemnify Telmate and hold Telmate harmless from any and all claims against Customer of any kind or nature whatsoever, arising out of or resulting from the use and/or operation of the Equipment by Customer or the inmates, or prior vendors of the Equipment, including any expenses and attorney's fees which Telmate may incur in defending any such claims. (Prefer to retain the current contract language for this section.)

14. Confidentiality. Customer acknowledges that in the course of discussions leading up to this Agreement, and in performing the work and installing and maintaining the Equipment pursuant to this Agreement, Telmate may make information available to Customer or Customer may otherwise learn of trade secret or confidential information of Telmate (collectively, "Confidential Information"). Confidential Information is all Telmate Equipment including hardware, software, and back-end systems. Video visitation recordings are not considered Confidential Information hereunder.

Customer specifically acknowledges and agrees that the Equipment and proprietary Software platform furnished by Telmate is considered by Telmate to be Confidential Information, is owned by Telmate, is considered by Telmate to be a proprietary trade secret and, unless required otherwise by law, Customer shall not disclose Confidential Information without providing Telmate with advanced, written notice and sufficient opportunity to limit or oppose such disclosure by any and all legal means. Customer also acknowledges that, unless required by law, the unauthorized use or disclosure of any Confidential Information, to the Equipment and proprietary Software platform, will cause irreparable harm to Telmate. Both parties acknowledge that Customer, as a public agency, is generally required by law to make all of the records and information in its possession or under its control, including this contract, freely available for public inspection and copying upon request pursuant to the Public Records Act, Chapter 42.56 RCW. Further, both parties acknowledge that Customer may be required to disclose records and information in its possession or under its control under a variety of other circumstances, including, but not limited to, for purposes of audit or regulatory examination or pursuant to compulsory legal process such as court order or subpoena. If Customer receives a request or demand from any outside party (other than from a regulator or auditor of Customer) for disclosure of any Confidential Information of Telmate, Customer shall, to the extent allowed by law, promptly advise Telmate of the request or demand, so that Telmate may take whatever action it, in its sole discretion, determines may be necessary to protect its confidentiality, commercial or proprietary interests, such as seeking a protective order preventing or limiting disclosure of the records and information. Customer shall provide such reasonable assistance in this effort as may be requested by Telmate and be permitted by law. Notwithstanding any other provision of this Agreement, Customer agrees that, in the event Telmate terminates this Agreement due to a breach by Customer of any or all of these Confidential Information provisions, then Customer shall pay to Telmate the amount of revenue that Telmate would have received under this Agreement but for the termination (as such amount is determined based on past performance).

15. Authority. Customer and Telmate warrant and represent to each other they have the authority to enter into this binding Agreement and to bind itself to such Agreement.

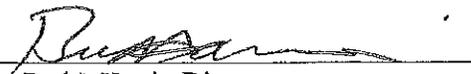
16. Assignment. Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written agreement of Telmate. Telmate may sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to any third party on ninety (90) days written notice to Customer, except in the case of business reorganization, merger, or acquisition, which shall be permitted without the ninety (90) days notice requirement.

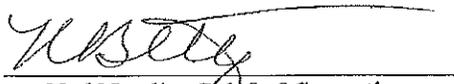
17. Notices. All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, to the parties at the addresses set out in Section 2 (2. Contract Representatives) above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.

18. Miscellaneous. This Agreement shall be construed under and governed by the laws of the State of Washington. Proper venue shall only be the courts in or around Kitsap County. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Customer, and Telmate, and both parties' successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Telmate.

DATED this 13th day of February, 2012.

Kitsap County, WA
Customer

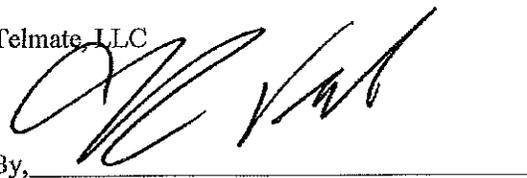
By, 
Bud J. Harris, Director
Dept. of Information Services

By, 
Ned Newlin, Chief of Corrections
Kitsap County Sheriff's Office

By,  2/13/12
Robert Gelder, Chair
Board of County Commissioners

DATED this 7th day of February, 2012.

Telmate LLC

By, 
Kevin O'Neil, President
Telmate LLC

SCHEDULE A

EQUIPMENT LOCATIONS

Coin/Pay Telephones:	19 Coin/Pay	Locations
	3604799411	Recovery Center, 1975 Fuson Road, Bremerton
	3606929161	Fairgrounds Campus, 1200 NW Fairgrounds Road,
Bremerton		
	3606929163	Fairgrounds Campus, 1200 NW Fairgrounds Road,
Bremerton		
	3606983277	Fairgrounds Campus, 1200 NW Fairgrounds Road,
Bremerton		
	3606983947	3337 NW Byron, Silverdale Waterfront Park, Silverdale
	3606983967	Fairgrounds Campus, 1200 NW Fairgrounds Road,
Bremerton		
	3606983998	Fairgrounds Campus, 1200 NW Fairgrounds Road,
Bremerton		
	3606989961	Main Courthouse, 614 Division Street, Port Orchard
	3606989988	3337 NW Byron, Silverdale Waterfront Park, Silverdale
	3608309403	Wild Cat Lake County Park, 9205 NW Holly Road,
Seabeck		
	3608769837	Givens Community Center, 1026 Sidney Avenue, Port
Orchard		
	3608769861	Main Courthouse, 614 Division Street, Port Orchard
	3608769959	Main Courthouse, 614 Division Street, Port Orchard
	3608769975	Main Courthouse, 614 Division Street, Port Orchard
	3608769985	Main Courthouse, 614 Division Street, Port Orchard
	3608769988	Main Courthouse, 614 Division Street, Port Orchard
	3608956964	Administration Building, 619 Division Street, Port Orchard
	3608959810	Main Sheriff Detention Facility, Booking, 614 Division
Street,		Port Orchard
	3608959845	Juvenile Administration Facility, 1338 Old Clifton Road,
		Port Orchard
Inmate Telephones:		Main Sheriff Detention Facility, Booking
		614 Division Street, Port Orchard

30 Lines

Locations

3608769803, 3608769806	614 Division Street
3608769813, 3608769814	
3608769817, 3608769823	
3608769824, 3608769830	
3608769832, 3608769834	
3608769838, 3608769841	
3608769850, 3608769852	
3608769855, 3608769872	
3608769887, 3608769905	
3608769911, 3608769918	
3608769920, 3608769921	
3608769925, 3608769928	
3608769930, 3608769956	
3608769958, 3608769973	

3608769978, 3608769980

32 Inmate Instruments Main Detention Facility

1AA	New Facility, First Floor Pod A
1AB	New Facility, First Floor Pod A
1AC	New Facility, First Floor Pod A
1BA	New Facility, First Floor Pod B
1BB	New Facility, First Floor Pod B
1BC	New Facility, First Floor Pod B
1CA	New Facility, First Floor Pod C
1CB	New Facility, First Floor Pod C
1CC	New Facility, First Floor Pod C
1DA	New Facility, First Floor Pod D
1DB	New Facility, First Floor Pod D
1DC	New Facility, First Floor Pod D
2AA	New Facility, Second Floor Pod A
2AB	New Facility, Second Floor Pod A
2AC	New Facility, Second Floor Pod A
2BA	New Facility, Second Floor Pod B
2BB	New Facility, Second Floor Pod B
2BC	New Facility, Second Floor Pod B
2CA	New Facility, Second Floor Pod C
2CB	New Facility, Second Floor Pod C
2CC	New Facility, Second Floor Pod C
2DA	New Facility, Second Floor Pod D
2DB	New Facility, Second Floor Pod D
2DC	New Facility, Second Floor Pod D
Booking	Main Facility, Booking
Holding 1	Main Facility, Holding
Holding 6	Main Facility, Holding
POD SA C	Main Facility, Special Holding
POD SB C	Main Facility, Special Holding
POD SD C	Main Facility, Special Holding
WRK RLS ML	Work Release Facility, Female
WRK RLS MU	Work Release Facility, Male

Telmate will install and maintain the following "TPhone" visitation set:

Dorm A	1 TPhone	40 inmates
Dorm B	1 TPhone	40 inmates
Dorm C	1 TPhone	40 inmates
Dorm D	1 TPhone	40 inmates
Central A	1 TPhone	Classification
Central B	2 TPhone	Classification
Central C	2 TPhone	Classification
Central D	2 TPhone	Classification
South Pod C	1 TPhone	12 inmates
South Pod D	1 TPhone	8 inmates
East Pod A	1 TPhone	20 inmates
East Pod B	1 TPhone	14 inmates

East Pod C 1 TPhone 12 inmates
 East Pod D 1 TPhone 12 inmates
 Visitation Lobby 7 TPhone

In addition, at no additional charge, Telmate will install and maintain an Integrated Voice Recognition (IVR) feature for the Kitsap County Sheriff's Office Jail to provide friends & family with visitation scheduling and inmate information.

Juvenile Detention Facility

1338 Old Clifton Road, Port Orchard

5 Lines Locations

Port Orchard 3608959744, 3608959745 Juvenile Detention Facility, 1338 Old Clifton Road,
 3608959746, 3608959747
 3608959792

10 Instruments Juvenile Detention Facility

A POD A, east end of detention building
 B POD B, east end of detention building
 C POD C, east end of detention building
 D POD D, west end of detention building
 E POD E, west end of detention building
 F POD F, west end of detention building
 G POD G, west end of detention building
 H POD H, west end of detention building
 INTAKE Detention Building Intake
 VISITING Admin Building – Near Front Counter

**SCHEDULE B
 RATES**

Collect Rate	Local	IntraLATA	IntraLATA	InterLATA	InterSTATE
			Evenings, Weekend & Holiday		
Message Charge	\$3.00	\$2.80	\$2.80	\$3.95	\$3.95
Per Minute	\$0.00	\$0.16	\$0.16	\$0.49	\$0.69
Bill Statement Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prepaid					
	Local	IntraLATA	IntraLATA	InterLATA	InterSTATE
			Evenings, Weekend & Holiday		

Message Charge	\$2.00	\$3.50	\$3.50	\$5.00	\$7.50
Per Minute	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bill Statement Fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coin Payphone					
	Local	IntraLATA	IntraLATA	InterLATA	InterSTATE
			Evenings, Weekend & Holiday		
Message Charge	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00
Per Minute	\$0.00	\$0.35	\$0.35	\$0.35	\$0.35
Bill Statement Fee	N/A	N/A	N/A	N/A	N/A
International					
	\$10.00				
Per Minute	\$0.00				
Bill Statement Fee	\$0.00				

Rates for video visitation are as follows:

One "on-site" 30 minute visit will be provided at no cost per week. These visits are not cumulative.

Additional "on-site" social visiting would be at an additional fee of \$0.25 / min in 30 minute blocks. (\$7.50).

Remote (off site) video visiting will soon be available to friends, family, and others via the internet. This video visit may be conducted from any high speed internet connection with an available web cam, microphone, & speakers. The fee for this service will be \$0.66 / min in 30 minute blocks. (\$20.00).

Rates for other features not yet established above shall be set by Telmate with input and assistance by Customer. Telmate shall propose rates, or rate changes, and Customer shall have thirty (30) days to provide additional input or objection. Telmate's initially proposed rates shall be applicable during such thirty (30) day period with the mutually agreed upon changes taking place thereafter.

**KITSAP COUNTY/TELMATE, LLC,
ADDENDUM TO CONTRACT FOR PROVIDING
INMATE TELEPHONE AND KIOSK SERVICES
FOR THE KITSAP COUNTY SHERIFF'S OFFICE JAIL**

WHEREAS, KITSAP COUNTY, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as COUNTY) and TELMATE, LLC (hereinafter referred to as TELMATE) have entered into a contract on February 13, 2012, for the services provided under the contract; and

WHEREAS, the COUNTY and TELMATE desire to enter into an addendum reflecting the intentions of both parties; now, therefore;

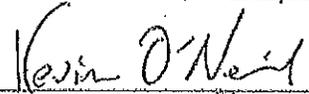
IN CONSIDERATION of the mutual covenants contained herein, it is hereby agreed as follows:

EXHIBIT B (attached) will be added to the contract as Addendum A in order to comply with Federal Bureau of Investigation, Criminal Justice Information Services Security requirements.

Except as expressly provided in this Contract Amendment, all other terms and conditions of the original Contract, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

TELMATE, LLC

DATED this 9th day of May, 2014


Kevin O'Neil, President

KITSAP COUNTY

DATED this 7th day of April, 2014


Bud J. Harris, Director
Dept. of Information Services

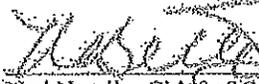

Ned Nowlin, Chief of Corrections
Kitsap County Sheriff's Office

EXHIBIT B

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations; Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

First Amendment to
Kitsap County Inmate Telecommunications Location Agreement
Between
Telmate LLC and Kitsap County

THIS FIRST AMENDMENT ("Amendment") is made and entered into on April 20th, 2014 ("Amendment Effective Date") by and between **Kitsap County**, located at 614 Division Street, MS-21, Port Orchard, WA 98366 ("Customer") and **Telmate LLC**, with its principal place of business at 655 Montgomery St. 18th floor, San Francisco, CA 94107 ("Telmate").

Recitals

Whereas, Customer and Telmate entered into a certain Kitsap County Inmate Telecommunication Location Agreement with the last signature date of February 13th, 2012 ("Agreement"), whereby Telmate is obligated to perform certain inmate telephone services at Customer's facilities;

Whereas, the parties wish to modify certain of the terms of the Agreement, while maintaining the rest of it in full force and effect.

Now, therefore, intending to be bound, the parties hereto agree as follows:

Amendment

1) Language Changes

a) Section 5 Commissions:

Section 5 Commissions language "Telmate will pay Customer a monthly commission of fifty percent (50%) of the net revenue (to be mutually agreed by the parties and memorialized in an executed Statement of Work) generated as a result of services provided using the Telmate Inmate Kiosk." shall be replaced, in its entirety with the following language, "Telmate will pay Customer a monthly commission rate of twenty five percent (25%) resulting from remote video visitation provided to the Facility and its residents through use of the Telmate Video Visitation System."

2) Language Additions:

This section replaces all existing contract language on interstate calling rates

- a) Effective February 11, 2014, the Interstate Rate for all prepaid calls will be \$3.15 per call plus additional mandatory regulatory taxes and fees for all prepaid interstate calls in duration of 15 minutes or less. The maximum

call length will be 20 minutes and minutes 16 through 20 will be charged at .21 cents a minute.

- b) Effective February 11, 2014, the Interstate Rate for collect calls will be \$3.75 per call plus additional mandatory regulatory taxes and fees for all collect interstate calls in duration of 15 minutes or less. The maximum call length will be 20 minutes and minutes 16 through 20 will be charged at .25 cents a minute.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

COUNTY

Sign: Bud Harris

Name: Bud Harris

Title: Director I/S

Date: 6-4-2014

Sign: Kevin O'Neil
TELESTATE

Name: Kevin O'Neil

Title: President

Date: 7/17/14

Sign: Ned Newlin

Name: Ned Newlin

Title: Chief of Corrections
Kitsap County Sheriff's Office

Date: 5/27/14

**Third Amendment to
Kitsap County Inmate Telecommunication Location Agreement
Between
Telmate LLC and Kitsap County**

THIS THIRD AMENDMENT (hereinafter "Amendment") is made and entered into on June 17, 2016 ("Effective Date") by and between **Kitsap County** ("Customer"), with a business address at 614 Division Street, MS-21, Port Orchard, Washington 98366, and **Telmate LLC**. ("Telmate"), with its principal place of business at 655 Montgomery Street 18th Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication Location Agreement dated February 13, 2012 ("Agreement") whereby Telmate was obligated to perform certain inmate telephone services at Customer's facility(s);

Whereas, Customer and Telmate entered into an Addendum to the Agreement fully executed on May 9, 2014 ("Amendment A"), which added terms to the Agreement;

Whereas, Customer and Telmate entered into a Second Amendment to the Agreement on July 17, 2014 ("Amendment B"), which revised the previous Agreement interstate call rates and remote video visitation commissions;

Whereas, the Parties wish to further modify certain terms in the Agreement, Amendment A, and Amendment B following recent changes imposed by the Federal Communications Commission ("FCC"), and to continue the remaining terms in full force and effect.

Now therefore, intending to be bound, the Parties hereto agree as follows:

1. Section 5 of the Agreement, "Commissions," and Amendment B are hereby deleted in their entirety, and replaced with the following section titled "Facility Support Fees and Payments":
 - a. Facility Support Fees. On or before June 20, 2016, 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 fees will be collected by Telmate and remitted to Customer without deductions.
 - b. Non-Video Visitation Inmate Tablet Use. No later than June 30, 2016, Telmate will provide Customer a monthly payment equal to twenty-five percent (25%) of Telmate's profit derived from its exclusive non-video visitation Tablet and messaging services, contingent upon a minimum of eighty percent (80%) of Customer's inmates having reasonable access to the Tablets.
 - c. Remote Video Visitation. No later than June 30, 2016, Telmate agrees to pay Customer a monthly payment equal to twenty-five percent (25%) of Telmate's gross revenue derived from its exclusive remote video visitation services.

- d. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws.
2. Schedule B of the Agreement, "Schedule B Rates," is hereby deleted in its entirety and replaced with the following:
- i. The call rate for all Non-Interstate Prepaid Calls will be \$0.20 per minute.
 - ii. The call rate for all Non-Interstate Collect Calls will be \$0.45 per minute.
 - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
 - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
 - v. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - vi. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - vii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
 - viii. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
 - ix. The fees for Paper Billing will be \$2.00 per transaction.
 - x. The fees for International Calls will be \$10.00 per call.
 - xi. Rates for video visitation are as follows:
 - One "on-site" 30 minute visit will be provided at no cost per week. These visits are not cumulative.
 - Additional "on-site" social visiting would be at an additional fee of \$0.25/min in 30 minute blocks. (\$7.50).
 - Remote (off site) video visiting will soon be available to friends, family, and other via internet. This video visit may be conducted from any high speed internet connection with an available web cam, microphone, & speakers. The fee for this service will be \$0.25/min in 30 minute block (\$7.50).
 - Rates for other feature not yet established above shall be set by Telmate with input and assistance by Customer. Telmate shall propose rates, or rate changes, and Customer shall have thirty (30) days to provide additional input or rejections. Telmate's initially proposed rates shall be applicable during such thirty (30) day period with the mutually agreed upon changes taking place.
3. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
4. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s).
5. Ownership of Inmate Trust Fund. Customer confirms the Parties' existing understanding that Telmate acts as Customer's agent for the purpose of accepting, on behalf of Customer, deposits to an inmate's trust/commissary account. Any and all deposits made to an inmate's trust/commissary account through Telmate's system shall be deemed received by Customer as if made directly to Customer and shall be credited to the respective inmate's trust/commissary account upon receipt by Telmate. Customer shall have sole control and managerial power over any and all funds deposited into an inmate's trust/commissary account.
6. Except as otherwise provided herein, all terms and conditions the Agreement and Amendments A and B shall stay in full force and effect.

DATED this 15 day of July

2016. TELMATE, LLC

Kevin O'Neil, President

DATED this 22 day of July, 2016.

KITSAP COUNTY

Gary Simpson, Sheriff
Kitsap County Sheriff's Office

Bud Harris, Director
Dept. of Information Services

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

DATED this 8 day of Aug, 2016.

EDWARD E. WOLFE, Chair

CHARLOTTE GARRIDO, Commissioner

ROBERT GELDER, Commissioner



ATTEST:

Dana Daniels, Clerk of the Board

**Fourth Amendment to
Kitsap County Inmate Telecommunication Location Agreement
Between
Telmate LLC and Kitsap County**

THIS FOURTH AMENDMENT (hereinafter "Amendment") is made and entered into as of the last date of signature by a Party below ("Effective Date") by and between **Kitsap County** ("Customer"), with a business address at 614 Division Street, MS-21, Port Orchard, Washington 98366, and **Telmate LLC**. ("Telmate"), with its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication Location Agreement dated February 13, 2012 ("Agreement") whereby Telmate was obligated to perform certain inmate telephone services at Customer's facility(s);

Whereas, Customer and Telmate entered into an Addendum to the Agreement fully executed on May 9, 2014 ("Amendment A"), which added terms to the Agreement;

Whereas, Customer and Telmate entered into a First Amendment fully executed on July 17, 2014 ("Amendment B"), which revised the interstate call rates and remote video visitation commissions;

Whereas, Customer and Telmate entered into a Third Amendment fully executed on August 8, 2016 ("Amendment C") modifying certain terms of the Agreement due to changes imposed by the Federal Communications Commission ("FCC"), and

Whereas, the Parties wish to further modify certain terms in the Agreement;

Now therefore, intending to be bound, the Parties hereto agree as follows:

1. Section 4 of the Agreement, "Renewal," is hereby deleted in their entirety, and replaced with the following section:
 - a. Renewal. Following the completion of the Initial Term on February 12, 2020, the Agreement shall renew for an additional term of one (1) year ("Renewal Term") terminating at midnight on February 12, 2021.
2. Except as otherwise provided herein, all terms and conditions the Agreement shall stay in full force and effect.
3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, there terms and conditions contained herein shall control.

4. Insurance. If this Amendment extends the expiration date of the Contract, then the Contractor shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages shall remain in effect through the contract expiration date. The Contractor shall submit the certificate of insurance, endorsement, and contact information for the insurer provider to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
6. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to enter into this Amendment on behalf of the party for whom they sign, and that no further action or approvals are necessary before execution of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed by their duly authorized representatives.

(Signatures on next page.)

TELMATE, LLC

KITSAP COUNTY

Signature: Alicia K. Freeman

Name: Alicia K. Freeman

Title: VP Contracts & Procurement

Date: January 13, 2020

[Signature]
Gary Simpson, Sheriff

Date: 1.14.20

[Signature]
Craig Adams, Director
Dept. of Information Services

Date: 2/25/2020

DATED this 13th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



[Signature]
CHARLOTTE GARRIDO, Chair

[Signature]
ROBERT GELDER, Commissioner

[Signature]
EDWARD E. WOLFE, Commissioner

ATTEST:
[Signature]
Dana Daniels, Clerk of the Board

**Fifth Amendment to
Kitsap County Telecommunication Location Agreement
Between
Telmate, LLC and Kitsap County**

THIS FIFTH AMENDMENT (hereinafter "Amendment") is made and entered into as of the last date of signature by a Party below ("Effective Date") by and between Kitsap County ("Customer"), with a business address at 614 Division Street, MS-21, Port Orchard, Washington 98366, and Telmate, LLC. ("Telmate"), with its principal place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication Location Agreement dated February 13, 2012 ("Agreement") whereby Telmate was obligated to perform certain inmate telephone services at Customer's facility(s);

Whereas, Customer and Telmate entered into an Addendum to the Agreement fully executed on May 9, 2014 ("Amendment A"), which added terms to the Agreement;

Whereas, Customer and Telmate entered into a First Amendment fully executed on July 17, 2014 ("Amendment B"), which revised the interstate call rates and remote video visitation commissions;

Whereas, Customer and Telmate entered into a Third Amendment fully executed on August 8, 2016 ("Amendment C") modifying certain terms of the Agreement due to changes imposed by the Federal Communications Commission ("FCC");

Whereas, Customer and Telmate entered into a Fourth Amendment fully executed on April 13, 2020 ("Amendment D") modifying renewal terms of the Agreement, and

Whereas, the Parties wish to further modify certain terms in the Agreement;

Now therefore, intending to be bound, the Parties hereto agree as follows:

1. Section 4 of the Agreement, "Renewal," is hereby deleted in its entirety and replaced with the following section:
 - a. Renewal. Following the completion of the Initial Term on February 12, 2021, the Agreement shall be renewed for a term commencing February 13, 2021 and terminating at midnight on December 31, 2021.
2. Terms Unchanged. Except as otherwise provided in this Amendment, all other terms and conditions the Agreement, and any subsequent amendments, remain unchanged in full force and effect.

3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, these terms and conditions contained herein shall control.
4. Insurance. If this Amendment extends the expiration date of the Agreement, then the Telmate shall provide an updated certificate of insurance and endorsement evidencing that any required insurance coverages shall remain in effect through the contract expiration date. Telmate shall submit the certificate of insurance, endorsement, and contact information for the insurer provider to: Kitsap County Risk Management Division, 614 Division Street, MS-7, Port Orchard, Washington 98366.
5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
6. Authorizations. The signatories to this Amendment represent that they have been appropriately authorized to enter into this Amendment on behalf of the party for whom they sign, and that no further action or approvals are necessary before execution of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed by their duly authorized representatives.

(Signatures on next page.)

TELMATE, LLC

Signature: Alicia Freeman

Name: Alicia Freeman

Title: VP Contracts & Procurement

Date: 10/29/2020

KITSAP COUNTY

Gary Simpson
Gary Simpson, Sheriff

Date: 10.29.20

Craig Adams
Craig Adams, Director

Dept. of Information Services

Date: 11/5/2020

DATED this 11 day of JANUARY, 2021

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

Robert Gelder

ROBERT GELDER, Chair

E. E. Wolfe

EDWARD E. WOLFE, Commissioner

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner



ATTEST:

Dana Daniels

Dana Daniels, Clerk of the Board



Monthly Tablet Commission Report

(01/01/2021 - 01/31/2021)

Kitsap County WA (41)

614 Division Street
Port Orchard, WA 98366

Month	Commission Product	Commission Type	Event Count	Minutes	Pricing Rate	Commission Rate Type	Revenue	Commission Rate	Commission Amount
2021-01	Tablet Session	Free	13,144	44,023	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-01	Tablet Session	Free.messages	3,112	6,038	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-01	Tablet Session	Law Library	864	14,557	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-01	Tablet Session	Promotional	6,284	56,637	\$0.03	per minute	\$1,699.11	25.0% of Revenue	\$424.78
2021-01	Tablet Session	Standard	7,157	82,947	\$0.05	per minute	\$4,147.35	25.0% of Revenue	\$1,036.84
2021-01	Tablet Video Visit	VVS Free	34	474	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-01	Tablet Video Visit	VVS Paid	1,437	20,951	\$0.25	per minute	\$5,237.75	25.0% of Revenue	\$1,309.44
		Total	32,032	225,627			\$11,084.21		\$2,771.05



Monthly Tablet Commission Report

(02/01/2021 - 02/28/2021)

Kitsap County WA (41)

614 Division Street

Port Orchard, WA 98366

Month	Commission Product	Commission Type	Event Count	Minutes	Pricing Rate	Commission Rate Type	Revenue	Commission Rate	Commission Amount
2021-02	Tablet Session	Free	9,134	37,138	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-02	Tablet Session	Free.messages	2,473	5,427	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-02	Tablet Session	Law Library	555	8,858	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-02	Tablet Session	Promotional	5,168	60,288	\$0.03	per minute	\$1,808.64	25.0% of Revenue	\$452.16
2021-02	Tablet Session	Standard	6,688	93,028	\$0.05	per minute	\$4,651.40	25.0% of Revenue	\$1,162.85
2021-02	Tablet Video Visit	VVS Free	42	451	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-02	Tablet Video Visit	VVS Paid	1,453	18,381	\$0.25	per minute	\$4,595.25	25.0% of Revenue	\$1,148.81
		Total	25,513	223,571			\$11,055.29		\$2,763.82



Monthly Tablet Commission Report
(03/01/2021 - 03/31/2021)

Kitsap County WA (41)
614 Division Street
Port Orchard, WA 98366

Month	Commission Product	Commission Type	Event Count	Minutes	Pricing Rate	Commission Rate Type	Revenue	Commission Rate	Commission Amount
2021-03	Tablet Session	Free	11,137	40,708	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-03	Tablet Session	Free.messages	3,076	6,400	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-03	Tablet Session	Law Library	481	5,589	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-03	Tablet Session	Promotional	6,877	62,556	\$0.03	per minute	\$1,876.68	25.0% of Revenue	\$469.17
2021-03	Tablet Session	Standard	8,564	111,052	\$0.05	per minute	\$5,552.60	25.0% of Revenue	\$1,388.15
2021-03	Tablet Video Visit	VVS Free	31	502	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-03	Tablet Video Visit	VVS Paid	1,963	23,674	\$0.00	per minute	\$5,918.50	25.0% of Revenue	\$1,479.63
		Total	32,129	250,481			\$13,347.78		\$3,336.96



Monthly Tablet Commission Report

(04/01/2021 - 04/30/2021)

Kitsap County WA (41)

614 Division Street

Port Orchard, WA 98366

Month	Commission Product	Commission Type	Event Count	Minutes	Pricing Rate	Commission Rate Type	Revenue	Commission Rate	Commission Amount
2021-04	Tablet Session	Free	8,369	34,805	\$0.00	per minute	\$1.89	25.0% of Revenue	\$0.00
2021-04	Tablet Session	Free.messages	2,609	5,190	\$0.00	per minute	\$0.63	25.0% of Revenue	\$0.16
2021-04	Tablet Session	Law Library	445	6,889	\$0.00	per minute	\$0.12	25.0% of Revenue	\$0.03
2021-04	Tablet Session	Promotional	5,326	54,582	\$0.03	per minute	\$1,637.46	25.0% of Revenue	\$409.37
2021-04	Tablet Session	Standard	7,473	87,631	\$0.05	per minute	\$4,378.75	25.0% of Revenue	\$1,094.69
2021-04	Tablet Video Visit	VVS Free	88	836	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-04	Tablet Video Visit	VVS Paid	1,399	17,963	\$0.00	per minute	\$4,490.75	25.0% of Revenue	\$1,122.69
		Total	25,709	207,896			\$10,509.60		\$2,626.93



Monthly Tablet Commission Report

(05/01/2021 - 05/31/2021)

Kitsap County WA (41)

614 Division Street

Port Orchard, WA 98366

Month	Commission Product	Commission Type	Event Count	Minutes	Pricing Rate	Commission Rate Type	Revenue	Commission Rate	Commission Amount
2021-05	Tablet Session	Free	8,610	31,723	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-05	Tablet Session	Free.messages	2,729	4,990	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-05	Tablet Session	Law Library	434	5,910	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-05	Tablet Session	Promotional	7,063	42,968	\$0.03	per minute	\$1,289.04	25.0% of Revenue	\$322.26
2021-05	Tablet Session	Standard	9,647	89,586	\$0.05	per minute	\$4,479.30	25.0% of Revenue	\$1,119.83
2021-05	Tablet Video Visit	VVS Free	31	485	\$0.00	per minute	\$0.00	25.0% of Revenue	\$0.00
2021-05	Tablet Video Visit	VVS Paid	1,146	14,327	\$0.00	per minute	\$3,581.75	25.0% of Revenue	\$895.44
		Total	29,660	189,989			\$9,350.09		\$2,337.52