

**IMPERIAL COUNTY SHERIFF'S OFFICE
THIRD AMENDMENT
TO THE INMATE TELEPHONE AND ANCILLARY SERVICES AGREEMENT**

This Third Amendment (Third Amendment) has an effective date of April 1, 2017 ("Third Amendment Effective Date") between Telmate, LLC, with its principal place of business located at 655 Montgomery St., 18th Floor, San Francisco, CA 94111 ("ITSP"), and Imperial County Sheriff's Office, with its principal place of business at 328 Applestill Road, El Centro, CA, 92243 ("Customer").

On June 1, 2015, Customer and ITSP entered into an Inmate Telephone and Ancillary Services Agreement ("Agreement") under which ITSP agreed to install and operate all inmate and standard visitation telephones, video visitation stations, kiosks, related equipment and services at Customer's Facilities. The Agreement is attached hereto as **Exhibit 1** and incorporated herein by this reference.

Customer and ITSP agree to amend the Agreement as follows:

1. As of the effective date of this Third Amendment, the term "wall mounted kiosk" in the Agreement shall now be defined as an Inmate Telstation Solution inclusive of a Video Visitation System (VVS), electronic messaging, photo messaging and other inmate services and applications approved by Customer ("Kiosks").
2. As of the effective date of this Third Amendment, the term "mobile kiosk" in the Agreement shall now be defined as an Inmate Tablet Solution, inclusive of all Kiosk functionality such as electronic messaging, photo messaging and other inmate services and applications approved by Customer ("Tablets").
3. **Section 1. AGREEMENT of the Agreement is deleted in its entirety and replaced with the following:**

- 1.1 Customer grants ITSP the exclusive right and privilege to install and operate all inmate and standard visitation telephones, video visitation stations, kiosks, tablets, and related equipment and services at Customer's Facilities specified in **Attachment B** of this Agreement. ITSP shall, at no cost to Customer, provide all wiring for the Inmate Telephone System (ITS), an Inmate Telstation Solution inclusive of a Video Visitation System (VVS), electronic messaging, photo messaging and other inmate services and applications approved by Customer ("Kiosks"), an Inmate Tablet Solution, inclusive of all Kiosk functionality such as electronic messaging, photo messaging and other inmate services and applications, excluding video visitation, approved by Customer ("Tablets"), lobby kiosks and intake kiosks. ITSP shall install the telephones, video visitation stations, Kiosks, Tablets, lobby kiosks and intake kiosks and the related hardware and software/firmware specifically identified herein, to enable inmates at the Facilities to complete, without limitation, local, long distance and/or international collect, pre-paid, debit and free calls, voicemails, standard visitation sessions, video visitation sessions and other inmate Kiosk and Tablet transactions (to include, but not be limited to, commissary purchasing, information look-up, incoming and outgoing electronic and photo messaging, inmate grievances, etc.) pursuant to the terms set forth herein.

4. ATTACHMENT B. FACILITY SPECIFICATIONS of the Agreement is hereby deleted in its entirety and replaced with the following:

**ATTACHMENT B.
FACILITY SPECIFICATIONS**

Regional Adult Detention Facility (RADF)
328 Applestill Road
El Centro, CA 92243

Facility Specifications	
ADP	267
Number of Beds	288
Call Time Limit	None
Hours of Availability for Inmate Telephones	7:00 am – 10:00 pm M-Su
Inmate Telephones Required	35
Required Telephone Cord Length (Inmate Telephones)	18 inches
Portable/Cart Phones Required	2
Workstations Required	3
Visitor Video Visitation Stations ¹	4
Attorney Video Visitation Station (in the old booking lobby for attorney/inmate visits)	1
Hours of Availability for Inmate Tablets	7:00 am – 10:00 pm M-Su
Tablets	20
Lobby Kiosk	1
Intake Kiosk	1
Standard Visitation Telephones (Inmate and Public)	24
TDD Telephones Required	1

¹ On opening of the Visitation Center, the Visitor Video Visitation Stations installed in RADF will be removed.

Herbert Hughes Correctional Facility (HHCF)

328 Applestill Road

El Centro, CA 92243

Facility Specifications	
ADP	267
Number of Beds	314
Call Time Limit	None
Hours of Availability for Inmate Telephones	7:00 am – 10:00 pm M-Su
Inmate Telephones Required	29
Required Telephone Cord Length (Inmate Telephones)	18 inches
Hours of Availability for Video Visitation	7:00 am – 10:00 pm M-Su, excluding 3:00 pm – 4:30 pm
Portable/Cart Phones Required	1
Workstations Required	1
Inmate Video Visitation Stations	10
Hours of Availability for Inmate Tablets	7:00 am – 10:00 pm M-Su
Tablets	18
Standard Visitation Telephones (Inmate and Public)	4
TDD Telephones Required	1

Imperial County Probation Juvenile Hall

324 Applestill Road

El Centro, CA 92243

Facility Specifications	
ADP	8
Number of Beds	72
Call Time Limit	None
Hours of Availability for Inmate Telephones	24/7
Inmate Telephones Required	8
Required Telephone Cord Length (Inmate Telephones)	18 inches
Workstations Required	1
TDD/TDY Telephones Required	1

Oren R. Fox Detention Facility (OFDF)
 328 Applestill Road
 El Centro, CA 92243
 Opening February 2018

Facility Specifications	
ADP	
Number of Beds	
Call Time Limit	None
Hours of Availability for Inmate Telephones	
Inmate Telephones Required	16
Required Telephone Cord Length (Inmate Telephones)	18 inches
Portable/Cart Phones Required	1
Workstations Required	1
Hours of Availability for Inmate Tablets	7:00 am – 10:00 pm M-Su
Tablets ²	28
Intake Kiosk	1
TDD/TDY Telephones Required	1

Video Visitation Center (VVC)
 328 Applestill Road
 El Centro, CA 92243
 Opening May 2017

Facility Specifications	
Hours of Availability	7:00 am to 10:00 pm M - Su
Visitor Video Visitation Stations ³	7
Attorney Video Visitation Stations ⁴	1
Intake Kiosk	1

² The Telmate inmate Tablet will be utilized for Inmate Video Visitation. Inmates will be able to schedule and accept a video visit using a tablet. Removing the tablet from the inductive charging unit will disable the tablet's camera. The visit will continue with only an audio connection.

³ The Telmate inmate Tablet mounted in a secure inductive charging unit will be installed in the VVC for Visitor Visitation.

⁴ The Telmate inmate Tablet mounted in a secure inductive charging unit will be installed in the VVC for Attorney Visitation.

5. **Section 3. ITSP RESPONSIBILITIES of the Agreement is deleted in its entirety and replaced with the following:**

- 3.1. ITSP shall agree to all terms and conditions set forth in this Agreement, and ITSP shall agree to the specifications, including but not limited to, the features and functionalities of the ITS, VVS, Kiosks, Tablets and related equipment specified in **Attachment A** and **Attachment D**.
- 3.2. Customer may designate third-party consultants in the management of the day-to-day operations on Customer's behalf ("Designated Agent") of the ITS, VVS, Kiosks, Tablets and related equipment. ITSP shall follow the Customer's direction in working with such Designated Agent and cooperate with the Designated Agent including following instructions found in this Agreement for the operation of the ITS, VVS, Kiosks, Tablets and related equipment.

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

**ATTACHMENT C.
RATES AND FEES**

CURRENT CALLING RATES

Call Type	Per Minute Collect	Per Minute Pre-Paid Collect/Debit
Local	\$0.25	\$0.21
Intralata	\$0.25	\$0.21
Intrastate	\$0.25	\$0.21
Interstate	\$0.25	\$0.21
International	\$0.67	\$0.67

VOICEMAIL MESSAGES

Transaction	Rate
Per message	\$1.00

ITSP's single call services, such as Quick Connect, and other ITSP branded services, such as Short Calls, are prohibited.

VIDEO VISITATION

Video Visitation Time Limit	Per Minute Rate	Cost Per 30 Minute Visit
30 Minutes	\$0.50	\$15.00

ITSP's commission percentage of 25% shall be applied to all completed remote and charged, onsite video visitation Gross Revenue as specified in **Section 6. – Compensation, Subsection 6.3.**

ELECTRONIC MESSAGES

Transaction	Per Transaction/Per Minute Rates	Commission Rate
Incoming/Outgoing Per Transaction via Telstation	\$0.25	\$0.03 per transaction
Incoming/Outgoing via inmate Tablets	\$0.05 per minute of use	25%

TABLET PER MINUTE USAGE

Transaction	Per Minute Rates	Commission Rate
Per Minute Usage – Approved Entertainment, Web Browsing and Games	\$0.05 per minute of use	25%
Per Minute Usage – All Other Per Minute Activity Generating Revenue for ITSP	\$0.05 per minute of use	25%

PRE-PAID COLLECT FUNDING FEES

Description	Fee
Pre-Paid Collect Funding Fee via Check or Money Order	\$0.00 per deposit
Pre-Paid Collect Funding Fee via Cash or Credit/Debit Card via Internet, Lobby Kiosk, IVR, etc.	\$3.00 per deposit
Pre-Paid Collect Funding Fee via Cash or Credit/Debit Card via Live Agent	\$3.00 per deposit
Pre-Paid Collect Funding Fee via Third-Party (MoneyGram or Western Union) (no mark-up allowed)	100% Pass Through to Third-Party*100% Pass Through)

*Throughout the term of the Agreement, ITSP agrees to provide the contracted Third-Party Pre-Paid Collect Funding Fee to Customer upon request.

BAIL DEPOSIT FEES

Description	Bail Deposit Amount	Fee
Bail Deposit via Cash via Lobby Kiosk (Per \$100.00)	Per \$100.00	\$3.00
Bail Deposit via Credit Card/Debit Card through the Internet, Lobby Kiosk, IVR, etc.	Any amount	\$1.00 + 5.4% of the Bail Deposit amount
Bail Deposit via Credit Card/Debit Card through a Live Agent (\$0.01 - \$1,000.00)	\$0.01 - \$1,000.00	\$3.50 + 5.4% of the Bail Deposit amount
Bail Deposit via Credit Card/Debit Card through a Live Agent (\$1,000.01 and greater)	\$1,001.00 and greater	\$1.00 + 5.4% of the Bail Deposit amount
Bail Deposit via Third-party (MoneyGram or Western Union):	\$0.00 – \$11.05	\$5.95
	\$11.06 – \$100.00	8.95
	\$100.01 – \$200.00	10.95
	\$200.01 – \$300.00	12.95

INMATE TRUST ACCOUNT FUNDING FEES

Description	Trust Fund Deposit Amount	Fee
Trust Fund Deposit via Cash through the Lobby Kiosk	Per \$100.00	\$3.00 per deposit
Trust Fund Deposit via Credit Card/Debit Card through the Internet, Lobby Kiosk, IVR, etc.:	\$0.00 – \$20.00	\$4.95
	\$20.01 – \$100.00	\$7.95
	\$100.01 – \$200.00	\$9.95
	\$200.01 – \$300.00	\$11.95
Trust Fund Deposit via Credit Card/Debit Card through a Live Agent:	\$0.00 – \$20.00	\$5.95
	\$20.01 – \$100.00	\$8.95
	\$100.01 – \$200.00	\$10.95
	\$200.01 – \$300.00	\$12.95
Trust Fund Deposit via Third-Party (MoneyGram or Western Union):	\$0.00 – \$11.05	\$5.95
	\$11.06 – \$100.00	8.95
	\$100.01 – \$200.00	10.95
	\$200.01 – \$300.00	12.95

APPROVED FEES

Description	Fee
Bill Statement Fee	\$0.00
Intake Kiosk Fee	\$0.00
Trust Transfer Fee	\$0.00
Verification Fee	\$0.00
All Other Fees	\$0.00

APPROVED TAXES

ITSP is entirely responsible for calculating, collecting and remitting all required regulatory taxes and fees for inmate telephone calls. ITSP shall remit 100% of all such taxes and fees collected to a taxing authority or mandated regulatory third-party. Taxes and fees shall not generate revenue or be a cost recovery method for ITSP.

7. **ATTACHMENT D. – INMATE TABLET SOLUTION** is hereby added in its entirety as to the Agreement:

**ATTACHMENT D
INMATE TABLET SOLUTION**

1. COMPENSATION

- 1.1 ITSP shall pay Customer 25% commission on Gross Revenue generated by and through the inmate Tablets. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP and in any way connected to the provision of inmate Tablets pursuant to this Agreement. Gross revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total amount charged to inmates per minute use of the inmate Tablet. Gross revenue generated via inmate Tablet usage is commissioned separately from the ITS and is not used in the calculation of the MAG.
- 1.1.1 Notwithstanding the foregoing, Gross Revenue does not include transaction funding fees imposed directly by ITSP or through a third party/sub-contractor performing the service. All transaction funding fees, such as prepaid collect and inmate trust account funding fees, must be approved by Customer.
- 1.1.2 ITSP is entirely responsible for calculating, collecting and remitting all required regulatory taxes and fees for inmate telephones calls. ITSP shall remit 100% of all such taxes and fees collected to a taxing authority or mandated regulatory third-party. Taxes and fees shall not generate revenue or be a cost recovery method for ITSP.
- 1.2 Inmate Tablets shall not be sold or leased to Customer or inmates. Use of inmate Tablets shall be provided to inmates at a flat, per-minute rate, as outlined below in **Attachment C. Rates and Fees**.
- 1.3 Inmate Tablets provided by ITSP shall be configured to provide certain services to the inmate population at no charge. Such “free” services shall include:
- 1.3.1 Electronic Submission of Inmate Grievances;
- 1.3.2 Electronic Debit Purchases via trust transfer;
- 1.3.3 Trust/Commissary/Debit Account Look-up;
- 1.3.4 Inmate Handbook;
- 1.3.5 Customer Bulletin Board;

2. INSTALLATION REQUIREMENTS

- 2.1 At no cost to Customer and in accordance with the requirements and provisions set forth in this Agreement, ITSP agrees to provide inmate Tablets, charging stations, hardware, software, network components and related equipment for Customer’s inmate population at no cost to Customer.
- 2.2 ITSP agrees to provide the number of inmate Tablets defined in **Attachment B. Facility Specifications** at no cost to Customer configured to allow all functions available by ITSP and as approved by Customer within 30 days of Customer’s written notification to activate designated functions. The 30 days shall provide ITSP sufficient time to properly deliver, configure and deploy the inmate Tablets to the inmate population with full functionality.
- 2.2.1 Throughout the term of this Agreement and any renewal terms, Customer may require additional inmate Tablets. ITSP shall provide Customer with additional inmate Tablets within 30 days of request at no cost to Customer. Customer and ITSP shall work together to identify a reasonable ratio of inmate Tablets per inmate. This includes newly constructed or expanded Facilities.
- 2.2.2 ITSP shall monitor inmate Tablet usage and provide additional inmate Tablets when usage in individual housing units reaches 80% or higher.

- 2.3 ITSP shall be responsible for all costs associated with the inmate Tablets which shall include, but not be limited to, the necessary labor, parts, materials, transportation, purchase of inmate Tablets, wiring, new electrical circuits, wireless access points, data network and day-to-day operation to maintain all Tablets in good working order and in compliance with the inmate Tablet manufacturer's specifications.
- 2.4 ITSP shall provide the appropriate number of individual charging stations in each housing unit, based on the number of inmate Tablets in each housing unit, for the purpose of recharging Tablets while not in use.
- 2.5 The inmate Tablets shall not be placards.
- 2.6 The inmate Tablets shall not be configured to reside on or use Customer's network.
- 2.7 Upon completion of inmate Tablet implementation, ITSP must provide Customer and its Designated Agent with a list of inmate Tablet identifiers, inmate Tablet specifications and the location of each inmate Tablet.
- 2.8 ITSP shall install inmate Tablets in accordance with Customer's requirements.
 - 2.8.1 ITSP shall complete the installation of inmate Tablets, charging stations and any related equipment at an agreed-upon date & time which causes minimal disruption to the inmate population.
 - 2.8.2 ITSP agrees that after an initial 60-day assessment period, ITSP and Customer shall mutually review the adoption of the inmate Tablets amongst the inmate population to determine if additional inmate Tablets are required.
 - 2.8.3 ITSP agrees to honor reasonable requests by Customer to reposition inmate Tablets, charging stations and related equipment around the Facilities as requested.
 - 2.8.4 ITSP agrees to provide Customer with a reasonable amount of complimentary earbuds upon execution of this Third Amendment. Customer can determine how the ITSP-provided earbuds are to be distributed. Customer will be responsible for providing all earbuds in the future via the Customer's commissary services.
- 2.9 Inmate Tablets shall have no removable parts and shall be suitable for a correctional environment, sturdy and vandal and tamper resistant and be enclosed in a durable, sealed case.
- 2.10 ITSP agrees to repair and/or replace any damaged, malfunctioning or defective inmate Tablets upon notification from Customer, at no cost to Customer.
 - 2.10.1 ITSP and Customer recognize and acknowledge that maintaining inmate access to the inmate Tablets is of mutual interest and agree to maximize inmate Tablet uptime to enable such access.
 - 2.10.2 Customer shall notify ITSP in a timely manner of any damaged, malfunctioning or defective inmate Tablets. Upon receipt of notification, ITSP shall replace the reported inmate Tablet(s) within 72 hours.
 - 2.10.3 ITSP agrees that should any system or hardware under its control fail, leaving any inmate housing area without tablet access for more than 72 hours, ITSP will reimburse Customer's commission for tablet downtime based on the daily average of the area(s) tablet usage for the 30 days prior to outage.
 - 2.10.4 Any replacement inmate Tablets provided to Customer shall be delivered, implemented and configured according to the same parameters and security configurations as other inmate Tablets provided under this Agreement.

- 2.11 Inmate Tablets shall allow access to Customer's existing Jail Management System (JMS), commissary provider, through a secured portal provided by Customer allowing inmates to access these services utilizing the Tablet and their existing unique inmate PIN. The service providers (JMS, Commissary) etc. are responsible for any costs to make their services function via the Tablets.
- 2.12 ITSP shall provide informational flyers/posters outlining all Tablet instructions, services/offerings, and the cost of these services to post at Customer's facilities.

3. INMATE TABLET SPECIFICATIONS

- 3.1 The inmate Tablets shall consist of hardware and software designed to enable Customer to initiate, control, record, retrieve and monitor all approved inmate applications.
- 3.2 Inmate Tablets shall be configured to only allow inmates access to the services and applications approved by Customer. Additional applications shall be mutually agreed upon by Customer and ITSP. Inmates shall be prohibited from having any access to any external applications. The inmate Tablets must communicate with preapproved applications and servers only.
 - 3.2.1 ITSP and Customer recognize and acknowledge that maintaining inmate access to the inmate Tablets is of mutual interest and benefit, and agree to maximize inmate Tablet uptime to enable such access.
 - 3.2.2 At Customer's discretion, Customer may disable all inmate Tablet functions, or have ITSP disable Internet access to inmate Tablets and/or other application platform inmate Tablet services, until objectionable content is removed.
 - 3.2.3 After reasonable notice to ITSP to remove or disable specific services or applications should the inmates access any services and applications on the inmate Tablets not approved by Customer, ITSP shall not receive any revenues generated from the inmates' per minute usage. Any and all revenues generated from the inmates' per minute usage of any services or applications on the inmate Tablets not approved by the Customer shall be remitted to the Customer.
- 3.3 Prior to initial implementation of inmate Tablets with full functionality, as well as at any time during the course of this Agreement and any subsequent renewals, Customer reserves the right to review and approve the list of any and all applications accessible via the inmate Tablets.
- 3.4 ITSP shall provide Customer with remote access to inmate Tablets at no cost to Customer for the purpose of administering, monitoring, overseeing and reviewing transactions and activity associated with the applications and services offered.
- 3.5 The ITSP shall have the capability to disable and/or shut off services to a single inmate Tablet or group of inmate Tablets based on the user level and password, and not interrupt other Tablets.
- 3.6 The inmate Tablets shall be configured for tiered access allowing inmates in each housing unit specific access to approved applications as designated by Customer.
- 3.7 Services offered via Tablets at the agreed-upon flat per-minute charge, as outlined in **Attachment B. Rates and Fees**, shall include:
 - 3.7.1 Inmate Electronic Messaging;
 - 3.7.2 Inmate Photo Messaging; and
 - 3.7.3 Approved Games, Entertainment and Web Browsing.
- 3.8 Inmate Tablets shall be provided to Customer pre-loaded with Customer approved applications offering a variety of games, music and entertainment.
 - 3.8.1 ITSP agrees to regularly monitor the list of approved applications and prohibit access to any application(s) deemed to be vulgar or which may incite violence or other disturbances within Customer's Facility.
 - 3.8.2 The complete list of Customer approved applications is specified in **Attachment E. – Customer Approved Websites, Games and Applications**.

- 3.9 Prior to initial implementation of inmate Tablets with full functionality, as well as at any time during the course of Agreement and any subsequent renewals, Customer reserves the right to review and approve the list of music available to be accessed via the inmate Tablets.
- 3.10 Prior to initial implementation of inmate Tablets with full functionality, as well as at any time during the course of Agreement and any subsequent renewals, Customer reserves the right to review and approve the list of games available to be accessed via the inmate Tablets.
- 3.10.1 ITSP agrees to prohibit access via the inmate Tablets to games that include 'multi-player' functionality, allowing inmates to interact with other human game users. Functionality of such games shall be limited to playing against "virtual" opponents/gamers.
- 3.10.2 ITSP agrees that all approved games accessible through inmate Tablets shall provide no mechanism for communicating with any other individual entity or individual, within or outside Customer's facilities.
- 3.11 Prior to initial implementation of inmate Tablets with full functionality, as well as at any time during the course of Agreement and any subsequent renewals, Customer reserves the right to review and approve the list of websites available to be accessed via the Tablets.
- 3.11.1 ITSP shall limit allowed browsing of websites and applications via the inmate Tablets, only to those that have been specifically approved by Customer.
- 3.11.2 Allowed browsing of websites and applications via the inmate Tablets shall have "read-only" functionality.
- 3.11.3 ITSP shall prohibit access to any and all websites that allow inmates to communicate with outside parties via any means that would undermine the purpose of secure inmate electronic messaging services and, consequently, the security of Customer's Facilities. Examples include, but are not limited to, online discussion forums, website contact submission pages, commenting areas, "chat rooms" etc.
- 3.11.4 ITSP and Customer recognize and acknowledge that maintaining inmate access to the inmate Tablets is of mutual interest and benefit, and agree to maximize inmate Tablet uptime to enable such access.
- 3.11.5 At Customer's discretion, Customer may disable all inmate Tablet functions, or have ITSP disable Internet access to the inmate Tablets and/or other application platform inmate Tablet services, until objectionable content is removed.
- 3.11.6 Should the inmates access any services and applications on the inmate Tablets not approved by Customer, ITSP shall not receive any revenues generated from the inmates' per minute usage. Any and all revenues generated from the inmates' per minute usage of any services or applications on the inmate Tablets not approved by the Customer shall be remitted to the Customer.

4. INMATE TABLET REPORTING AND RECONCILIATION

- 4.1 Payments and transaction reports due to Customer or its Designated Agent shall be made by ITSP no later than the 25th day of the month following the month of traffic. Commission payments shall be sent via wire transfer and transaction detail reports shall be sent via electronic format to Customer or its Designated Agent.
- 4.2 Customer, or its Designated Agent, shall have the right from the Effective Date of the Agreement and any subsequent renewals and for a period of 2 years after the termination of this Agreement, upon 10

business day's written notice, to examine and/or reconcile ITSP's information pertaining to services offered through the inmate Tablets.

4.3 ITSP shall maintain accurate, complete and auditable records, in a user-friendly, searchable and electronic format, detailing the inmate Tablet Gross Revenue from which commissions can be determined during the term of this Agreement and any subsequent renewals and for no less than 2 years after the term of the Agreement and any subsequent renewals. Failure by ITSP to comply with this full reconciliation rights provision shall be ground for termination of the Agreement at Customer's sole discretion.

4.4 ITSP shall provide on a monthly basis, as part of the regular monthly reporting process, transaction detail report(s) for the per minute usage through the inmate Tablets. Transaction detail reports shall include a detailed breakdown of the all tablet usage for each inmate Tablet. Transaction details reports shall include, at a minimum, each of the following items:

- 4.4.1 Facility Name;
- 4.4.2 Facility Identification Number/Site Identification Number;
- 4.4.3 Facility Address, Street, City, State, and Zip;
- 4.4.4 Inmate Tablet Identifier (where applicable);
- 4.4.5 Number of incoming Electronic Messages, Gross Revenue (per inmate Tablet)
- 4.4.6 Number of outgoing Electronic Messages, Gross Revenue (per inmate Tablet)
- 4.4.7 Number of incoming Photo Messages, Gross Revenue (per inmate Tablet)
- 4.4.8 Number of outgoing Photo Messages, Gross Revenue (per inmate Tablet)
- 4.4.9 Total Number of Electronic Messages
- 4.4.10 Number of Monthly Minutes of Free Use (per inmate Tablet);
- 4.4.11 Total Number of Monthly Minutes of Free use;
- 4.4.12 Number of Monthly Minutes of Billed Use (per Tablet);
- 4.4.13 Total Number of Monthly Minutes of Use;
- 4.4.14 Commission Rate;
- 4.4.15 Total Revenue Amount;
- 4.4.16 Total Commission Amount; and
- 4.4.17 Traffic Period and Dates.

4.5 Payments and/or transaction detail reports for inmate Tablets received by Customer or its Designated Agent after the due date specified above shall be subject to late charges.

4.5.1 Late charges and/or fines for transaction detail reporting shall be a fee of \$500.00 per report per day for each report not received by the 25th day of the month following the activity month or for each report that does not contain all of the fields and information identified above.

4.6 Customer reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of Customer's sole choice.

4.7 Commission discrepancies must be resolved by ITSP, and to Customer's reasonable satisfaction within 30 days of receipt of notification of a discrepancy from Customer and/or its Designated Agent or such discrepancy, if applicable, is subject to late charges, as described above and/or any legal course of action Customer elects to pursue.

5. TABLET UPGRADES AND PERFORMANCE PROCESS

5.1 ITSP and Customer acknowledge that the tablet technology is subject to regular updates. ITSP will provide Customer with advance notice of any changes or updates that will disrupt service or significantly alter inmate user experience, except when such changes are needed to repair a security breach or tablet function that if not addressed could cause greater disruption in service.

5.1.1 ITSP's written notice shall include detailed information of any new inmate Tablet software upgrades or features, within 30 days of the introduction of the new software or features into the industry.

- 5.1.2 ITSP shall receive written permission from Customer, before scheduling or proceeding with any functionality changes to the inmate Tablets at the Facilities, especially if the changes will cause an interruption in service.
- 5.1.3 ITSP shall provide Customer with written details regarding any change to any procedures pertaining to inmate Tablet features and functionality.
- 5.2 ITSP, at its option, shall have a minimum of 2 weeks to notify inmates at the Facilities of any inmate Tablet changes that affect the inmates.
- 5.3 ITSP shall work with the Facilities to schedule changes and/or upgrades during a time when the inmate Tablets are not being used regularly by the inmates. ITSP shall coordinate a convenient time and day with Customer to implement the changes or upgrades to the inmate Tablets to avoid an interruption in service.
- 5.4 ITSP, at its discretion, shall coordinate the presence of an onsite service technician at the Facilities on the day of implementation to conduct extensive testing of the inmate Tablets to ensure all features are functioning properly.
- 5.5 All said changes shall be made by ITSP at no cost to Customer.

6. GENERAL MAINTENANCE

- 6.1 ITSP shall respond to repair requests from Customer by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 6.2 Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 24-hours following notification of a service request. ITSP must exhibit to Customer a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. Customer shall be notified of progress and/or delays in progress until the problems are resolved. ITSP shall notify Customer any time a technician will be dispatched to the Facilities and prior to the technician's arrival.
- 6.3 Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the inmate Tablets. ITSP will assume liability for any and all such damages.
- 6.4 All operation, maintenance and repair issues regarding the inmate Tablet's service shall be reported by ITSP to Customer promptly.
- 6.5 Failure by ITSP to adhere to the General Maintenance or Performance Processes may, at the discretion of Customer, result in:
 - 6.5.1 Cancellation of the Agreement if ITSP has not cured a service problem within 10 working days of ITSP receiving notice of the problem from Customer.
 - 6.5.2 At all times, Customer will provide ITSP reasonable assistance allowing ITSP to meet its General Maintenance or Performance Process requirements. In the event ITSP tenders documented evidence that Customer's failure to provide reasonable assistance caused ITSP to fail to meet the General Maintenance or Performance Process requirements, then that instance shall be disregarded for the purposes of the above fine.

7. **ATTACHMENT E. – Customer Approved Websites, Games and Applications** is hereby added in its entirety to the Agreement:

**ATTACHMENT E.
CUSTOMER APPROVED WEBSITES, GAMES AND APPLICATIONS**

ITSP and Customer recognize that most of the Websites, Games, and Applications listed below are not owned nor controlled by ITSP or Customer, and exist on the Internet under control by others. ITSP will monitor site contents in regards to security and suitability for access in a correctional facility. Should any of these Websites, Games, or Applications become unavailable or unusable on the Tablets, ITSP will strive to identify a comparable site to activate on the tablet.

Approved Websites	
Web Address	Web Address
www.usatoday.com	www.catholicism.org
www.abcnews.go.com	www.catholic.org
www.newsweek.com	www.umc.org
www.time.com	www.elca.org
www.rollingstone.com	www.lds.org
www.nfl.com	www.jewfaq.org
www.nba.com	www.reformjudaismmag.org
www.mlb.com	www.islamonline.com
www.nhl.com	www.freemuslims.org
www.fifa.com	www.buddhanet.net
www.golfdigest.com	www.shambhalasun.com
www.tennis.com	www.hinduismtoday.com
www.espn.go.com	www.uua.org
www.nolo.com	www.watchtower.org
www.findlaw.com	www.christianscience.com
www.Jobsearch.about.com	www.adventist.org
www.dol.gov	www.religioustolerance.org
www.servicelocator.org	www.wicca.org
www.helpguide.org	www.episcopalchurch.org
www.webmd.com	www.pcusa.org
www.alcoholism.about.com	www.secularhumanism.org
www.yogajournal.com	www.bloomberg.com
www.people.com	www.cnbc.com
www.vibe.com	www.businessweek.com
www.ew.com	www.entrepreneur.com
www.thebloggess.com	www.techcrunch.com
www.rollingstone.com	www.engadget.com
www.eonline.com	www.popsci.com
www.madamenoire.com	www2.ed.gov/ovae
www.theybf.com	www.arcademicskillbuilders.com
Web Address	Web Address
www.bet.com	www.speakaboos.com

www.thebump.com	www.starfall.com
www.catalyst.org	www.myjobscout.org
www.changetheratio.com	www.sokikom.com
www.chic-ceo.com	www.pbs.org
www.citygirlconfidence.com	www.dealseekingmom.com
www.coloredgirlconfidential.com	www.nationalgeographic.com
www.dailyworth.com	www.oregonlive.com
www.themuse.com/advice	www.corporette.com
Approved Applications	
Telmate AccountInfo	Commissary
Help	GettingOut Messaging
Photo Gallery	GettingOut Contacts
Inmate Requests	GettingOut Movies
Grievances	Calculator
Jail Info	Dictionary
Approved Music and Video	
iHeart Radio	VEVO Music
Jango Radio	Comedy Central
Jazz Radio	Crackle
Pandora	
Approved News/Sports/Lifestyle and Entertainment Websites	
CBS TV	FOX TV
Fox News App	Sportscenter
Approved Religion Websites	
BibleGateway	Our Daily Bread
Jehovah's Witnesses	Quran
Education	
Books	LibriVox Audio Books
Britannica Library	
Khan Academy	
Approved Games	
100 Rooms	Dream Fish Seasons
Air Control Lite	Drop
Alchemy	Farm Heroes Saga
Angry Birds	Froggy
Archery	Frozon Bubble
Banana Kong	Geared
Beach Buggy Blitz	Giant Boulder of Death
Bejeweled Blitz	Glass Tower World
Blip Blup	Hearts
Bubble Blast	Hill Climb Racing
Bubble Blast 2	iSpy Hunting
Bubble Witch Saga	Jetpack Joyride
Candy Crush Saga	LEGO Ninjago Rebooted
Candy Crush Soda Saga	LEGO Star Wars

Chess	LEGO Technic Race
Coin Dozer	Mahjong Deluxe HD
Coin Dozer: Seasons	Marmalade FOR CUT THE ROPE
Coin Pirates	Mega Dead Pixel
CrossMe Nonograms	Mega Jump
Cut the Rope	Monster's Rampage
Dare Devil Rider	Pac-Man + Tournaments
Darts 3D	Paperama!
Despicable Me	Pet Rescue Saga
Diamond Digger Saga	Pitfall
Dots: A Game About Connecting	Puzzle & Dragons
Drag Racing	Ruzzle
Super Stickman Golf 2	Solitaire Suite
Tech Deck Skateboarding	Sonic Dash
ZenPinball HD	Striker Soccer 2
Zombie Smasher	Striker Soccer London
Summoner Wars	

8. Except as expressly modified by this Third Amendment, the provisions and conditions of the Agreement are unchanged and shall remain in full force and effect. The original Agreement, and as expressly modified by the First Amendment, Second Amendment, and this Third 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, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

CUSTOMER:
IMPERIAL COUNTY SHERIFF'S OFFICE

ITSP:
TELMATE, LLC

Michael W. Kelley

Michael W. Kelley
Chairman of the Board of Supervisors

9-29-17

(Date)

[Designee]

(Authorized Signature)

ATTEST:

Blanca Acosta

Blanca Acosta
Clerk of the Board of Supervisors

9-29-17

(Date)

(Typed or Printed Name)

(Title)

(Date)

APPROVED AS TO FORM:

Eric Havens

Eric Havens
Deputy County Counsel

8/3/2017

(Date)

APPROVED AS TO CONTENT:

Raymond Lora

Raymond Lora
Imperial County Sheriff

8-3-17

(Date)

8. Except as expressly modified by this Third Amendment, the provisions and conditions of the Agreement are unchanged and shall remain in full force and effect. The original Agreement, and as expressly modified by the First Amendment, Second Amendment, and this Third 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, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

CUSTOMER:
IMPERIAL COUNTY SHERIFF'S OFFICE

ITSP:
TELMATE, LLC

Michael W. Kelley
Chairman of the Board of Supervisors

[Designee]



(Date)

(Authorized Signature)

ATTEST:

Jeffrey B. Haidinger
(Typed or Printed Name)

Blanca Acosta
Clerk of the Board of Supervisors

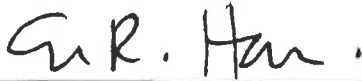
President
(Title)

(Date)

8/8/17

(Date)

APPROVED AS TO FORM:

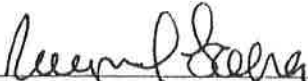


Eric Havens
Deputy County Counsel

8/3/2017

(Date)

APPROVED AS TO CONTENT:



Raymond Noera
Imperial County Sheriff

8-3-17

(Date)





I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 10-4-17

Approved by the Board of Supervisors

9-12-17 63

Clerk of the Board of Supervisors
County of Imperial

Date

Minute Order #

BY:

Amelique
Deputy