

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

This Fourth Amendment (Fourth Amendment) has an effective date of February 1, 2018 ("Fourth Amendment Effective Date") between Telmate, LLC, with its principal place of business located at 655 Montgomery St., 18<sup>th</sup> 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, tablets related equipment and services at Customer's Facilities.

Customer and ITSP agree to amend the terms of the Agreement to extend the contract term for two (2) additional years, adjust the MAG payment schedule, amend attorney and probation officers remote video visitation sessions to be free at the Oren D. Fox Medium Security Detention Facility, insert compliance language relative to the modifications to the Board of State and Community Corrections (BSCC) Title 15, Minimum Standards for Local Detention Facilities, and modify the video visitation rates. In consideration of the mutual covenants herein, and other good and valuable consideration, Customer and ITSP hereby agree as follows:

**1. Section 2. TERM, Subsection 2.1 of the Agreement is hereby deleted in its entirety and replaced with the following:**

2.1 This Agreement shall commence on June 1, 2015 ("Effective Date") and remain in force with an expiration date of May 31, 2020. The Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Initial Term. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

**2. Section 5. MINIMUM ANNUAL GUARANTEE, Subsection 5.1 of the Agreement will be deleted in its entirety and replaced with the following language to address the Minimum Annual Guarantee ("MAG") through the entire term of the Agreement:**

5.1 ITSP shall pay Customer an ITS Minimum Annual Guarantee ("MAG") payment of **\$180,000.00** for each year of this Agreement and prorated for partial years, if applicable. Such MAG payments shall be paid in upfront, quarterly payments to Customer and are due according to the quarterly MAG payment schedule below. For each year of the Agreement, ITSP and Customer shall track the cumulative sum of monthly commissions which shall be calculated on Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1** of the Agreement. Should the cumulative sum of the inmate telephone calls and completed voicemail messages commissions for that Agreement year exceed the MAG Payment amount, ITSP shall pay Customer **60%** commission on the Gross Revenue for inmate telephone calls and completed voicemail messages generated by and through the ITS as defined in **Section 6. – Compensation, Subsection 6.1**. Any ITS commissions in excess of the MAG payment amount due Customer or its Designated Agent shall be payable in June of each Agreement year and shall follow **Section 10. – Payment and Reporting**. The MAG shall exclude all other services and transactions under this Agreement generated by and through the kiosks and tablets, included but not limited to, any video visitation sessions as defined in **Section 6. – Compensation, Subsection 6.3**, and incoming and outgoing electronic messages as defined in **Section 6. – Compensation, Subsection 6.2**.

Quarterly MAG Payment Schedule		
Period	Amount	Payment Due Date
June 2015 – August 2015	\$45,000	July 15, 2015
September 2015 – November 2015	\$45,000	October 15, 2015
December 2015 – February 2016	\$45,000	January 15, 2016
March 2016 – May 2016	\$45,000	April 15, 2016
June 2016 – August 2016	\$45,000	July 15, 2016
September 2016 – November 2016	\$45,000	October 15, 2016
December 2016 – February 2017	\$45,000	January 15, 2017
March 2017 – May 2017	\$45,000	April 15, 2017
June 2017 – August 2017	\$45,000	July 15, 2017
September 2017 – November 2017	\$45,000	October 15, 2017
December 2017 – February 2018	\$45,000	January 15, 2018
March 2018 – May 2018	\$45,000	April 15, 2018
June 2018 – August 2018	\$45,000	July 15, 2018
September 2018 – November 2018	\$45,000	October 15, 2018
December 2018 – February 2019	\$45,000	January 15, 2019
March 2019 – May 2019	\$45,000	April 15, 2019
June 2019 – August 2019	\$45,000	July 15, 2019
September 2019 – November 2019	\$45,000	October 15, 2019
December 2019 – February 2020	\$45,000	January 15, 2020
March 2020 – May 2020	\$45,000	April 15, 2020

**3. Section 4. VVS SPECIFICATIONS AND USER APPLICATION OF ATTACHMENT A of the Agreement is hereby modified by inserting the following Subsection 4.5:**

4.5 Effective April 30, 2018, Customer requires ITSP, as part of the Agreement, to conduct a pilot of free remote video visits for verified attorneys, public defenders and probation officers for the inmates housed at the Oren D. Fox Detention Facility. The pilot shall be evaluated after 12 months (or otherwise mutually agreed) following the effective date for the pilot. The evaluation will determine the total number of free remote visits and the total costs associated for both Customer and ITSP to mutually agree on how to proceed for the remainder term of the Agreement.

**4. Section 14. GENERAL TERMS & CONDITIONS OF ATTACHMENT A of the Agreement is hereby modified by inserting the following Subsection 14.4:**

14.4. ITSP shall comply with all rules and regulations of the Board of State and Community Corrections (BSCC) Title 15, Minimum Standards for Local Detention Facilities.

**5. ATTACHMENT C. RATES AND FEES of the Agreement is hereby amended to address the following modified video visitation rates:**

**VIDEO VISITATION**

Video Visitation Time Limit	Per Minute Rate	Cost Per 30 Minute Visit
30 Minutes	\$0.30	\$9.00

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

**6. ATTACHMENT D. INMATE TABLET SOLUTION, Subsection 3 of the Agreement is hereby amended by inserting the following Subsection 3.2.3.4:**

3.2.3.4 During the term of this Agreement, ITSP may present Customer with promotional offers for tablet usage, such as movie applications, music applications and/or new games, etc. for consideration to implement. Such promotional offers shall not be implemented without Customer's written consent of the specific promotional offer, the cost of the application, commissions to the Customer, and the period the promotional offer is authorized for implementation.


6. Except as expressly modified by this Fourth 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, Third Amendment and this Fourth 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.


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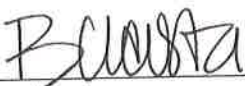
In Witness Whereof, the Parties have set their hands as on the day and year written below, acting through their authorized representatives.

**CUSTOMER:**  
IMPERIAL COUNTY SHERIFF'S OFFICE

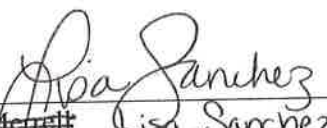
**ITSP:**  
TELMATE, LLC


  
Raymond R. Castillo  
Chairman of the Board of Supervisors  
06-12-18  
(Date)

[Designee]  
  
(Authorized Signature)

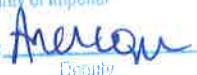
**ATTEST:**  
  
Blanca Acosta  
Clerk of the Board of Supervisors  
06-12-18  
(Date)

Jeffrey B. Haidinger  
(Typed or Printed Name)  
President & Chief of Business Solutions  
(Title)  
5/18/18  
(Date)

**APPROVED AS TO FORM:**  
  
~~Miguel Merrell~~ Lisa Sanchez  
Deputy County Counsel  
5/24/2018  
(Date)

**APPROVED AS TO CONTENT:**  
  
Raymond Loera  
Imperial County Sheriff  
5-25-18  
(Date)

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

Date: 6-15-18  
Approved by the Board of Supervisors  
06-12-18 23  
Clerk of the Board of Supervisors Date Minute Order #  
County of Imperial  
BY:   
Deputy