



*CURT LUTZ, DIRECTOR*  
**CHELAN COUNTY**  
*REGIONAL JUSTICE CENTER*

STATE OF WASHINGTON  
401 WASHINGTON SECOND LEVEL  
WENATCHEE, WASHINGTON 98801-3305  
TELEPHONE: (509) 667-6462  
FAX: (509) 667-6283 OR (509) 667-6616

August 27, 2013

To: David Ganim, Prison Legal News  
From: CCRJC Records  
Re: Public Records Request

Enclosed are the remaining documents requested in your original records request dated July 26, 2013. As stated via email correspondence, the enclosed documents are not available in the format you requested therefore, a hard copy is being provided to you. Thank you for prompt payment of the actual costs of copying and mailing.

Thank you for clarifying your request regarding #3 of your original request. Monies received from commissions are deposited into the jail fund and are not allocated to any specific use.

In your email dated August 22, 2013, you ask to, "Please make sure to include the actual rates it costs an inmate/family member to make local, long-distance calls via collect or debit calling card." This information is included in the actual contract that has previously been provided to you on August 21, 2013.

Your request for records is considered complete. Please contact me if you have any further questions.

Sincerely,

Natalie Thresher  
Administrative Supervisor, Public Records Officer, CCRJC  
(509) 667-6321  
(509) 667-6283 fax  
[Natalie.Thresher@co.chelan.wa.us](mailto:Natalie.Thresher@co.chelan.wa.us)

INMATE TELECOMMUNICATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made this 28th of July, 2011, by and between Chelan County on behalf of the Chelan County Regional Justice Center ("Customer"), whose address is 401 Washington Street, Wenatchee, WA 98801, and Telmate, LLC ("Telmate"), whose business address is 1108 S. E. 6th Street  
Ontario, OR. 97914

WHEREAS, Telmate is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate telephone 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 right and license to install, maintain, and derive revenue from the use of Telmate's equipment located at an incarceration facility commonly known as Chelan County Regional Justice Center ("Facility"), and whose physical address is 401 Washington Street, Wenatchee, WA, 98801.

2. Term and Renewal. The effective date of the agreement shall commence on the date of signature and shall end two (2) years thereafter. The terms and conditions of this agreement shall continue as to any Telmate equipment installed at the request of Customer, after the commencement date and prior to the expiration date. . At the expiration of this contract, Chelan County shall have the option of continuing this contract for phone services with Telmate at the same commission and rates, and pursuant to the terms and conditions herein, for a period of two (2) additional years in one-year increments. Each optional year will require Chelan County's approval for renewal.

3. Termination. The obligation to provide further service under the terms of this agreement may be terminated by the County upon thirty (30) days written notice in the event of material breach by Telmate to perform in accordance with the terms hereof, or any extension of this contract. In the event that Chelan County chooses to discontinue this contract either by termination or not extending the contract, Telmate warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another vendor has been acquired. The removal of equipment and disconnection of service process will occur during implementation of the new system with minimal interruption of service to Customer's facility. It will be necessary that Telmate cooperate with the new vendor during the implementation of the new system.

4. Default. If either party defaults the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to immediately terminate this Agreement and pursue all other remedies available to the non-defaulting party, either at law or in equity. On any termination of this Agreement Customer

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allows Telmate reasonable access to facility in order to remove equipment. Telmate agrees to remove their equipment within 30 days after such termination.

5. Damage and Repair Liability. The County will have no liability to Telmate for fraud, theft, vandalism/damage or loss of the vendor's equipment inflicted by the inmates or the public. All costs associated with the repair will be the responsibility of the vendor.

6. Warranty. Telmate warrants that all repairs will be made at its expense. Telmate shall make all reasonable efforts to ensure that the phone system is operational and repaired as quickly as possible.

7. Installation/Disconnection. Telmate shall be responsible for all costs of installation or disconnection throughout the term of this Contract.

8. Equipment. Telmate shall be required to furnish and install equipment, dedicated lines and any other item necessary to make this service functional. Telmate shall remove all equipment, dialers and/or dedicated phone lines from the County facilities without charge.

9. Commissions. In consideration for the right to install, maintain, and operate the equipment within the facility, Telmate agrees to pay Customer a monthly commission of fifty-nine percent (59%) of the gross revenue generated as a result of collect calls and a monthly commission of fifty-nine percent (59%) of the gross revenue generated as a result of pre-paid calls made through use of equipment. Telmate shall pay such commissions on all calls including Local, Intralata, Interlata, Interstate, 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. 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 about above. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within 30 days of payment by Telmate to Customer.

10. Amount and Location of Equipment. The exact location(s) of the equipment at Customer's facility shall be as per the mutual written agreement of the parties hereto.

11. Rates. The rates charged for any and all collect calls and any and all prepaid calls made with the use of the equipment is as set forth in Schedule A attached and incorporated into this agreement as if set out in full herein. Any inconsistency between Schedule A and Telmate's bid proposal shall be resolved by reliance upon Telmate's bid proposal.

12. 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 such telecommunication equipment governing all inmate calls, including local and long distance, including but not limited to collect calls, debit calls, within any adult jail facility owned or operated by Customer. During the term of this Agreement Customer shall not provide to any third party access to the equipment, unless necessary as determined by Customer.

**13. Entire Agreement.** The Request for Proposals executed by the Chelan County Board of Commissioners on April 4, 2011, is hereby incorporated into this Agreement. This Agreement, together with the Customer's Request for Proposals dated April 4, 2011, sets forth the entire understanding of Telmate Companies and Customer and supersedes all prior agreements, arrangements, and communications, whether oral or written. Any inconsistency between the terms and provisions of this Agreement as signed and executed on the dates herein listed and the terms and provisions of the Request for Proposals executed by the Chelan County Board of Commissioners on April 4, 2011, shall be resolved by reliance upon the aforesated Request for Proposals. This Agreement may only be modified or amended in writing signed by both Parties.

**14. Maintenance of Equipment.** During the term of this agreement, Telmate shall repair and maintain the equipment in good operating condition and shall exclusively maintain the 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. 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 consistent with the provisions of this agreement, including but not limited to Termination. 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 the equipment.

**15. Public Disclosure.** Any materials submitted by Telmate that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, Chelan County makes no representation that such material will be kept confidential.

**16. Bond.** Telmate shall submit a Performance Bond in an amount of \$20,000.00 covering faithful performance of the work issued by a bonding company licensed to transact business in Chelan County, Washington State, and approved by the County.

**17. Insurance.** Telmate shall provide Chelan County a Certificate of Insurance, both Workman's Compensation Insurance and General Liability Insurance coverage for work on the various County facilities with limits of not less than \$100,000/\$300,000/\$100,000 with excess umbrella liability of \$1,000,000. Telmate must submit copies of insurance certificates to the County before any work can be started.

**18. Non Discrimination.** Chelan County is an equal opportunity employer, and although Telmate shall not be deemed an employee of Chelan County, Telmate shall comply with all applicable employment laws. Telmate shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, marital status, or physical or other handicap. Telmate shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, age, national origin, marital status, or physical or other handicaps

**19. Surveillance.** Telmate and Customer realize and agree that the equipment may allow Customer to monitor, listen to, and/or otherwise record inmate's use of the equipment. Customer

understands and agrees Telmate has made no warranties, express or implied, as to the legality of such monitoring, listening or recording.

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**20. Indemnification.** Telmate agrees, to the fullest extent permitted by law, to indemnify and hold harmless Customer, its officers, agents, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Telmate's negligent performance or failure to perform this agreement and that of its subconsultants or anyone for whom Telmate is legally liable. Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Telmate, its officers and employees against all damages, liabilities, or costs, not including attorneys' fees or defense costs, to the extent caused by Customer's negligent performance of this agreement.

**21. Confidentiality.** Any material or knowledge, in any form or medium, submitted by the vendor, or that customer acquires at any time or in any manner, that is considered confidential in nature, trade secret or proprietary, must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the County makes no representation that such material will be kept confidential.

**22. Patent and Copyrights.** Telmate shall hold harmless the County, its officers, agents, and employees against all claims that equipment, machines, or software supplied infringe a U. S. patent or copyright. Telmate hereby asserts that the equipment, machines, and software used does not infringe on any U. S. patent or copyright.

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

**24. Assignment.** Telmate 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 Customer.

**25. 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 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 date of postmark.

**26. Law, Venue, and Severability .** This Agreement shall be construed under and governed by the laws of the State of Washington. Proper venue shall only be in Chelan County Superior Court. 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 their successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Telmate.

**27. General Requirements.** Telmate shall install a system and equipment conforming to the following:

- a. 3-Way Call Detection
- b. A voice biometric used with inmate PINs that provides authentication of call.

- c. Sound proof investigative application – allows “Complete tamper proof package”.
- d. Expert witness assistance at no charge.
- e. ~~The system shall be Web-Browser-based, easy to use application.~~
- f. The system shall allow outgoing calls, only.
- g. The system shall allow inmate calls to be restricted to fifteen (15) minutes. Chelan County representatives must be able to change this call duration limit by inmate PIN, specific telephone, or group of telephones.
- h. The users – inmate and called party – shall be notified of limit in advance of the system terminating the call.
- i. Vendor shall supply one TTY phone to the Chelan County Detention Center.
- j. The system must require active acceptance by the called party and shall be capable of two party consent.
- k. The system shall include user prompts in English and Spanish.
- l. The vendor will need to have a program that will proactively attempt to set-up an account for individuals who are not able to accept collect calls, enabling families to quickly communicate with incarcerated individuals. Please describe your program.
- m. Vendor must notify end user when they have reached seventy-five percent (75%) of its site or personal credit limit and describe process.
- n. Storage and site of vendor equipment and phones shall be pursuant to County directives.
- o. System must allow County to turn off each individual phone and the entire system from a remote location as well as turn off at each phone and at the control panel.
- p. Control panel and on/off toggle switches shall be sited as per county directives.
- q. System must provide for the use of passwords for access security.
- r. System must provide for a dummy terminal allowing for on site access as per County directives.
- s. System must provide for access from multiple locations within jail, including but not limited to booking and sergeants’ offices.
- t. System must provide for County staff to directly approve and facilitate authorized third party and/or law enforcement access without contacting Vendor.
- u. System must provide for ability to unrestrict length of attorney-client phone calls and ability to determine allowed phone calls such as bondsmen and attorneys.
- v. System must provide for ability of County personnel to directly run reports from dummy terminal as per County needs, including but not limited to time, date, inmate use, recipient, and length of call, etc.
- w. System must interface with jail management software system, Spillman.
- x. Vendor must state both the limitations and the universality of system interface capabilities relative to industry standards for jail management software, public accessed financial kiosk, inmate commissary, and other telephone systems, etc.

**28. Personal Identification Number (PIN).**

The system shall utilize Personal Identification Numbers (PIN) for the inmates, including Open PIN, Restricted PIN, and Closed PIN.

The system shall prevent duplicate PINs and the minimum and maximum number of digits used in a PIN shall be Six.

The County shall be able to restrict calls based on the inmate’s PIN. This includes call duration, time of day, and destination numbers.

### 29. Fraud Management.

- a. ~~The system shall be able to detect, notify and prevent three-way or conference calls, except for those calls to attorneys or other approved numbers.~~
- b. The system shall prevent the inmate from receiving a second dial tone, or "chain-dialing".
- c. The system shall detect any extra digits dialed by the inmate after party has accepted the call.
- d. The system shall have capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
- e. The system shall brand each call with the name of the facility and the inmate placing the call.
- f. The system shall continue to play the brand recording at random intervals throughout the call.
- g. The system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
- h. The inmate shall not communicate with the called party until the call has been accepted.
- i. The system shall detect the difference between an accepted call, and an answering machine, busy signal, or other telephone activity. Please describe.
- j. The system shall allow call blocking of specific numbers by inmate PIN, telephones, or group of telephones.
- k. The system shall also assign approved calling numbers according to inmate PIN.
- l. The system shall permit the called party to block all future calls from a correctional facility.
- m. The system must have the capability to suspend an inmate privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.

### 30. Other Investigative Tools.

The system shall be equipped with a remote call-forwarding feature for those numbers that are under surveillance by the investigative unit. The feature shall allow authorized personnel to monitor a call from any designated remote location while the call is in progress. The call shall be automatically re-routed once the call is accepted by the called party and in progress. There cannot be any distance barriers to the retrieval process so the remote telephone number can be located within the facility or across the country.

### 31. Call Acceptance.

- a. The system shall alert the called party of the per-minute cost of the call prior to acceptance.
- b. The called party must actively accept the call.
- c. The inmate cannot communicate with the called party until the call has been accepted.
- d. Billing does not begin until the call is accepted.

### 32. System Security.

- a. The system must be programmed for auto shut-off at times designated by the County.
- b. The County personnel must be able to manually shut down the system in case of emergency.
- c. The system shall be password protected to permit only appropriate facility personnel access to the system.
- d. The system must have the capability to enable and disable any phone at the facility from any secured internet enabled computer.
- e. For security purposes the system must be a centralized non-premise system that will keep all records secure and not require the need to maintain at the facility.

### 33. Reports.

- a. The vendor shall supply the capability for the facility to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
- b. The vendor shall supply call detail reports to the County. These reports shall contain a variety of call information and be customizable to suit the County's needs.
- c. Standard reports should include: Frequently Dialed Numbers, 3-Way Call Attempts, and Call Volume by Telephone.
- d. Vendor shall supply monthly revenue reports.
- e. Vendor shall attach samples of their call detail and other standard reports.
- f. Vendor shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data, and schedule monthly payments.
- g. This system should also allow facilities to open and/or view the status of service tickets.
- h. System shall provide for ability of County personnel to directly run reports from dummy terminal as per County needs including but not limited to time, date, inmate use, length of call, recipient, etc.

**34. Service and Maintenance.**

- a. Vendor shall provide 24-hour toll free service number.
- b. Vendor shall physically respond to county location regarding all major service outages, as County deems, within four (4) hours by a certified technician at all times, 24 hours per day, seven days per week, 365 days per year and shall address and correct all problems.
- c. Vendor shall provide service policies and procedures as an attachment to this proposal.
- d. It is solely the Vendor's responsibility to provide installation and maintenance which includes all wiring at the detention facilities as well as any additional wiring required to facilitate visitation recording and monitoring.
- e. Equipment installation charges, if any, shall be stated in Schedule A, attached hereto and incorporated herein.
- f. Telmate's contact person responsible for ongoing account management and support is:  
Kelly O'Neil
- g. Telmate's service office responsible for the County's facilities is: \_\_\_\_\_.

**35. Installation and Cut-Over.**

- a. The contractor will provide inmate phone sets, the remote administration station and the automated inmate call control system, install recording sets, remote system access via the LAN and the system and insure that they are working properly. This installation is to be completed within sixty (60) days after award of the contract.
- b. Telmate shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut-over and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the facilities.
- c. If the schedule cannot be met within the sixty (60) days stated above, Telmate must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the County.

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d. Any delay in the implementation of Telmate's schedule that is caused by the County will increase the contractor's time allowance to complete installation by the contractor must submit a complete and detailed schedule of additional time required.

e. The risk of loss and/or damage will be assumed by the Telmate during shipment, unloading and installation.

**36. Call Monitoring and Recording.**

a. The system shall maintain at a minimum, one hundred eighty (180) days of call recording online, and vendor shall state maximum call recording maximum capability.

b. Facilities personnel must be able to search call recordings by dialed number, date, time, inmate account, or site PIN.

c. Facility personnel must be able to simultaneously listen to and record conversations.

d. Recording must be backed for archival. Please describesystem utilized.

**37. Training.**

Vendor shall provide on-site training to the Chelan County staff in system administration, operation, and reporting to the satisfaction of Chelan County.

**38. Payment.**

a. The system shall allow collect calls only.

b. The system shall provide a debt account for inmates' families and other approved parties.

c. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.

d. The called party shall be informed of the per-minute cost of the call prior to accepting the charges.

**39. Equipment.**

a. The inmate telephone system shall be a turnkey, non-coin telephone system and service.

b. The vendor shall provide non-coin, collect call, inmate telephones composed of durable, tamper-free equipment suitable for jail environments. Equipment must not contain any removable parts.

c. The system must be able to utilize the current PCs that are available at the County without the need for additional PCs.

d. The system shall have the ability, as authorized by the County, to monitor live or listen to previously recorded calls at directly at County offices.

e. The system software shall be based on security level and password protected.

f. All vendor equipment shall comply with FCC regulations.

g. The equipment and system shall be able to meet the County's growing needs.

h. Vendor equipment shall include a backup power supply.

i. The system shall integrate with the County's computer, monitor and programming to integrate with the inmate telephone system. The system shall identify:

- telephone number originating call
- time of call
- telephone number called
- most frequently called numbers
- length of call
- identify numbers calls from a specific telephone number

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- identify telephone numbers called by a specific inmate
  - alarm number status
  - ~~alarm a telephone number and allow automatic recording of the call~~
  - multiple calls from different inmate phones to the same number
- j. The system shall have the ability to be monitored from any PCs with proper access permissions.

#### 40. Fees, Rates, and Facility Commissions.

- a. The system shall have the capability to inform the called party of the call cost prior to acceptance.
- b. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services.
- c. The Vendor shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
- d. The Vendor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
- e. Vendor billing to called parties must include the Vendor information and a toll-free telephone number to resolve billing disputes.
- f. Billing charges shall begin at the time of the call completion when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc., shall not be billed.
- g. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at contract award, nor will the County be obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.
- h. The commission rate shall be based on gross revenue. Gross revenues shall be defined as total billable minutes without any allowances or deduction for fraud, line charges, and equipment charges, other collectible or uncollectible charges. Offerers shall include a detailed analysis as to how they determine gross revenue.

#### 41. Commission Structure.

- a. The percentage of commission paid to Chelan County, the method used to calculate revenue to the County (e.g., gross revenue, adjusted gross revenue, net revenue), applicable deductions from gross revenue before calculating the county's revenue (i.e., uncollectible calls, total calls, access lines charges, clearing house charges, RBOC, LIDB, etc.), method of reporting the calculation of the County's commission payment, and collection procedure shall be as expressed in the bid submitted by Telmate in response to the County's April 4, 2011, request for proposals. The County reserves the right to: audit collection procedures and commission computation and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed. Telmate shall provide Chelan County upon request detailed reports of placed, accepted, local and long distance calls.
- b. Vendor shall be responsible for all taxes and compliance with all applicable laws and regulations.
- c. Vendor shall be responsible for all billing and collection and shall conform to the billing and collection methods expressed in Telmate's bid submitted in response to County's April 4, 2011 request for proposals.

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d. Chelan County shall be subject to public records laws and Vendor shall affirmatively acknowledge and accept Chelan County's authority and discretion in response to any and all public records requests.

DATED this 0<sup>th</sup> day of August, 2011.

Chelan County Board of Commissioners

  
\_\_\_\_\_  
Doug England, Chair

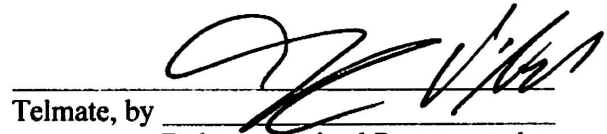
  
\_\_\_\_\_  
Ron Walter, Commissioner

  
\_\_\_\_\_  
Keith W. Goehner, Commissioner

Attest: ~~Sally Taylor~~ Carlye Dunning

  
\_\_\_\_\_  
Clerk of the Board, Deputy

DATED this 28<sup>th</sup> day of July, 2011.

  
\_\_\_\_\_  
Telmate, by \_\_\_\_\_  
Duly Authorized Representative  
(print name and title)

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