

Wade, Jana

From: Robinson, Noah
Sent: Tuesday, March 27, 2018 9:32 AM
To: '50845-09149013@requests.muckrock.com'
Cc: Wade, Jana
Subject: Vanderburgh County Sheriff's Office
Attachments: FINAL SIGNED CONTRACT for 2015.pdf; 1stAmmendVCSOTelmate.pdf; Request.pdf

Augie,

I've attached the documents you requested pursuant to a request received by this office on March 19, 2018.

Thank you,





MuckRock News
DEPT MR 50845
411A Highland Ave
Somerville, MA 02144-2516
50845-09149013@requests.muckrock.com

Vanderburgh County Sheriff
APRA Office
3500 N. Harlan Ave.
Evansville, IN 47711

March 15, 2018

To Whom It May Concern:

Pursuant to the Indiana Access to Public Records Act, I hereby request the following records:

A copy of the current contract between the County and the current vendor for inmate communication services at the County Correctional / Detention Facility. This may encompass telecommunication, kiosk, and mobile tablet services. I am requesting that the information provided contain the term and expiration date of the current contract (including any optional contract extensions), as well as the current telecommunications provider and the services currently being provided pursuant to the agreement.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 7 business days, as the statute requires.

Sincerely,

Augie Torres

Filed via MuckRock.com
E-mail (Preferred): 50845-09149013@requests.muckrock.com

For mailed responses, please address (see note):

MuckRock News
DEPT MR 50845
411A Highland Ave
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock

MEMORANDUM OF UNDERSTANDING

WHEREAS: The Sheriff of Vanderburgh is responsible for safety, security and daily operations of the Vanderburgh County Jail; and

WHEREAS: The Board of County Commissioners of the County of Vanderburgh is responsible for the building and maintenance of the Vanderburgh County Jail; and

WHEREAS: The Sheriff of Vanderburgh County and the Board of County Commissioners have been offered to rent conduit, dark fiber, electrical cabling and space on the wall space at the Vanderburgh County Jail located at 3500 North Harlan Avenue, Evansville, IN 47711.

IT IS THEREFORE MUTUALLY UNDERSTOOD AS FOLLOWS;

1. That the Sheriff of Vanderburgh County and the Board of County Commissioners of the County of Vanderburgh shall hereafter be referred to as "Rentee".
2. That Telmate, LLC shall hereafter be referred to as "Renter".
3. That Rentee has offered to rent conduit, dark fiber, electrical cabling and space on the wall at Rentee's facility located at 3500 North Harlan Avenue, Evansville, IN 47711, commonly referred to as Vanderburgh County Jail until December 31, 2018.
4. That Renter will provide to Rentee the amount of \$2,700 per month in exchange for the rental of conduit, dark fiber, electrical cabling and space on the wall space solely in conjunction with providing the services of Inmate Tablets and Video Visitation to the Vanderburgh County Jail. This rental agreement shall terminate on earlier of December 31, 2018, or the date of earlier termination (for whatever reason) of the Inmate Tablet and Video Visitation services provided by Renter to the Vanderburgh County Jail. The rental payment shall be payable by the 30th day of each month for the preceding months' rental.
5. Renter shall be responsible for the payment of any and all damages and related repairs to the Rentee's Jail facility, including the cabling, wiring, and conduit, in connection with the Renter's installation and/or removal of the Inmate Tablet and Video Visitation System.
6. This rental agreement shall be governed by the laws of the State of Indiana and funds shall be administered in full compliance with all existing laws. In the event that any applicable law or regulation shall require modification of the rental agreement, the parties shall comply forthwith.

DATED THIS First DAY OF September, 2015.

TELMATE, LLC
OFFICE
(Renter)

VANDEBURGH COUNTY SHERIFF'S
(Co-Rentee)

By: D Wedding
Name: David Wedding
Title: Sheriff
Date: 09-01-15

By: [Signature]
Name: Kevin O'Neil
Title: President
Date: 9/2/15

BOARD OF COUNTY COMMISSIONERS
(Co-Rentee)

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

**AGREEMENT FOR INMATE TELEPHONE SERVICE SYSTEM
VANDERBURGH COUNTY SHERIFF'S OFFICE**

This Agreement for Inmate Telephone Service System ("Agreement") is entered into on this ____ day of _____ 2015, between the Vanderburgh County Sheriff's Office ("Client") located at 3500 North Harlan Avenue, Evansville, IN 47711 and Telmate LLC, ("Provider") with a principal place of business at 655 Montgomery St. 18th Floor, San Francisco, CA 94107, and shall begin on the last date of party signature ("Commencement Date").

1. Scope.

1.1 Client hereby authorizes the Provider to install, maintain, operate, and derive revenue from telephones, communication equipment and software controlling all inmate calls and electronic telecommunication, and to provide local, intra LATA, inter LATA, InterState, and IntraState telephone services from inmate telephones at Client's designated facility located at 3500 North Harlan Avenue, Evansville, IN 47711, commonly referred to as Vanderburgh County Jail.

1.2 Such telephones, equipment, tablets, software and services make up the inmate telephone service system and are referred to in this Agreement as the "System." During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications at the facilities in lieu of any other third party providing such inmate communications, including voice, and inmate voicemail.

2. Term.

2.1 The term of this Agreement shall begin on the Commencement Date and terminate on December 31st, 2018.

2.2 Notwithstanding Section 2.1 above, Client may terminate this Agreement with or without cause by providing Provider with written notice of termination thirty (30) days in advance. Provider reserves the right to renegotiate or terminate this Agreement upon one hundred eighty (180) days prior written notice if the Agreement becomes unprofitable for Provider, however, Provider shall not unreasonably exercise such right.

2.3 Should a Federal, State or County regulatory body order a reduction or increase in call rates, the parties agree to negotiate a new commission rate for the Agreement within sixty (60) days of the rate change. The current rate of commission shall remain in effect until a new commission rate is mutually agreed upon. Should such commission rate change occur, any previously paid commissions, bonus or other payments will not be returned to Provider.

3. Provider's Product and Services

3.1 Provider shall install, at its sole cost and expense, telephones, equipment, and software as required for the provisioning of the inmate telephone service system. Provider shall also install, at its sole cost and expense, all industry standard upgrades and/or improvements, of telephones, equipment, and software as for the provisioning of the inmate telephone service system within seventy six (76) consecutive calendar days of such date generally made available. For upgrades that are limited release, require additional hardware associated with the new feature, contain features offering new functionality or for third-party applications or platforms that are made available by the Provider, these will be made available to Client at no charge to Client. Provider shall complete the installation of the equipment listed in Schedule A within seventy six consecutive calendar (76) days of the Commencement Date. Failure to complete installation within in this time will subject the Provider to a fine in the amount of \$1,000 per day until installation is completed, provided the delay is a result of the Provider's actions.

3.2 Provider shall maintain the System in good condition at all times. All maintenance or repair work, whether performed remotely or on site, shall be exclusively performed by Provider in such a manner to minimize the disruption of the inmate telephone service system. Provider 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. Provider will request, and mutual agreement is required to open, adjust, remove, disconnect, repair, replace, or alter the equipment. Client shall permit employees or contractors of Provider reasonable access in order to provide such service, repair, and maintenance on equipment. Client shall not permit anyone other than the employees and contractors of Provider to open, adjust, remove, disconnect, repair, replace, or alter the equipment. Client shall notify Provider of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. Client shall exercise reasonable care to prevent damage or destruction of Provider's equipment. Only during the term of the Agreement, and barring any unforeseen breach of the Agreement by Provider, Provider may not remove the Equipment without written mutual consent.

3.3 Provider shall supply and maintain the Telmate equipment listed in Exhibit A below ("Equipment") and will supply and maintain additional equipment above these quantities upon mutual agreement of both parties. The Provider Equipment as stated above may be modified according to Provider's recommendation after the conclusion of a Site Survey so long as agreed upon by both parties. Site Survey shall mean a physical visit by trained Provider technicians to a potential installation site to determine the appropriateness and suitability of a specific location that would potentially be used for hardware installation.

4. System Features and Services.

4.1 The System will provide an automatic "on/off" feature. The System will have the capability of being monitored for on-line diagnostics and troubleshooting.

4.2 The System will provide for detailed call records that will be retained by the Provider for the full term of this Agreement, and Provider shall train Client's designated personnel to retrieve detailed call records.

4.3 Call recordings shall be stored during the term of the Agreement (e.g. life of contract) and all extensions and shall be available to the Client by the current access for two (2) years from the expiration or termination of service, or from the date the System is upgraded or changed to another platform. Upon the termination of the contract the call recordings shall be transferred to a mutually agreed upon storage media such as CD-Rom/DVD/External hard drive.

4.4 Provider shall comply with the variable rates and fees guideline for inmate telephone services set forth in Exhibit A attached hereto, and specifically incorporated herein.

4.5 In order for Provider to provide inmate phone prepaid sales, Provider must have a real-time prepaid sales integration, which requires (a) a real-time integration with the inmate accounting vendor/commissary; and (b) the accounting vendor processing real-time inmate prepaid sales. Provider will provide a detailed 'Inmate Prepaid Sales Report' via email for each calendar month on a monthly basis. Provider will deduct the monthly inmate prepaid sales from the monthly commission check. Provider reserves the right to invoice weekly should the sales volume be high.

4.6 Provider will provide real-time inmate accounting. Provider will send an ACH transfer to Client for Trust and other services' deposits twice each month. Payments will be made within five (5) business days after the reporting period. Reporting periods are from the 1st to 15th of each month, and the 16th to the end of each month. Provider will provide an electronic report of Trust and other services' deposits monthly with transfer.

4.7 The Provider shall maintain manual cutoff switches.

5. Property Rights and Confidentiality.

5.1 **Software License.** Provider grants Client a personal, non-exclusive, nontransferable license (without right to sublicense) to access and use certain proprietary computer software products and materials in connection with the service system features (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. The Client is the license holder of any third party software products the Provider obtains on the Client's behalf. The Client authorizes the Provider to provide or pre-install the third party software and agree that Provider may agree to, upon obtaining the Client's advance written consent, the third party End User License Agreements on the Client's behalf. Client's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. Provider shall promptly provide to Client a copy of all license agreements that it enters into on the Client's behalf. The Software is to be used solely for Client's internal business purposes in connection with the System at the facilities. Client will not (i) permit any parent, subsidiary, affiliated entity, or third party use of the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Client may use in a prohibited manner.

5.2 **Ownership and Use.** The System, and related records, data, and information, except as otherwise provided in paragraph 13.1 of this Agreement, shall at all times remain Provider's sole and exclusive property unless prohibited by law, in which event, Provider shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for at least two (2) years thereafter, Provider shall provide Client with reasonable access to the records. Provider (or its licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) all Provider equipment, (ii) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) related to its System, and any other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

5.3 Provider's propriety System, Software, training materials and other Materials are confidential information of Provider. Client will use the same prudent care to safeguard the Provider's confidential information and will not use the Provider's confidential information for purposes other than those necessary to further the purposes of this Agreement.

5.4 Client will instruct its employees of the confidentiality restrictions set forth herein. Client will not disclose to third persons the confidential information without prior written consent of Provider; unless required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity or legal process of any governmental entity.

6. Call Duration.

6.1 At the commencement of this Agreement there is call duration limit of 15 minutes. The System shall have the capability to automatically limit call duration. The Client has the right to institute a change on call duration in the future with written notification to Provider.

6.2 Provider shall facilitate that each time an inmate calls a new phone number not yet in the Provider system, the inmate is provided a one (1) minute call to facilitate a request by inmate to the called party for payment of the call. After termination of the call, the called party is provided an opportunity to connect with a live operator with credit card information to continue the call.

7. Use of Space; Right of Access.

7.1 Client shall make available to Provider sufficient space within the facilities for the System and to allow for Provider's performance of services required herein. The space should have appropriate heating, ventilation and air conditioning for the System. Prior to installation Provider shall inform Client of specifications for such facilities and for the heating, ventilation and air conditioning.

7.2 Client shall afford Provider's personnel or contractors' access to the System in order to perform services described herein. Reasonable security during access will be provided by Client. Client reserves the right to conduct background checks on Provider's personnel or contractors and deny access at Client's sole discretion to Client's facilities if a background check, in the client's sole opinion, is failed. Provider shall thereupon obtain substitute personnel or contractors that will pass a background check to perform the required service.

8. Commissions.

8.1 Provider shall pay Client a commission ("Commission") of forty three and one half percent (43.5%) of Gross Revenues for local, intra LATA, inter LATA, IntraState and international completed collect, debit and inmate prepaid telephone calls. "Gross Revenues" means all charges billed by Provider relating to calls placed from the Facilities. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Gross Revenue may be verified by the detailed call records maintained by Provider without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory requirements and other items such as federal, state, and local charges, taxes, and fees, including transaction funding fees, credits, and billing recovery fees are excluded from Gross Revenue. Additionally, Provider shall pay Client a commission of twenty five percent (25%) of Gross Revenue resulting from all inmates' use of Provider's Tablets provided to Client.

8.2 Provider shall pay the Vanderburgh County Sheriff's Department, Technology and Equipment Fund a monthly technology grant in the amount of fourteen thousand dollars (\$14,000).

8.3 Commission report shall accompany each commission payment as described in 8.4.

8.4 Commission payments shall be payable by the 30th day of each month ("Payment Date") for the preceding months' call volume and shall be made payable to:

Vanderburgh County
3500 North Harlan
Avenue, Evansville, IN
47711

9. Additional Items. No additional items.

10. Trust Fund Deposit

10.1 During the Term of this Agreement, Client grants to Provider the exclusive right and license to provide and derive revenue from trust fund deposits. Standard fees apply when this solution is provided to the Facility as set forth in Schedule A.

11. Call Rates:

11.1 Cost of calls (call rates) shall be implemented as set forth in Exhibit A. Call rates cannot be changed except by mutual agreement between both Parties.

12. Notices.

12.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to Client at the address in Section 8.4 above and to Provider as follows:

Telmate LLC
General Counsel
655 Montgomery St. 18th
Floor San Francisco, CA
94111

Or to such other address as either Party may designate from time to time in writing to the other Party.

12.2 Unless otherwise provided herein, notices and communications shall be sent by (i) hand delivery, (ii) registered or certified U.S. mail, (iii) commercial courier delivery service, or (iv) upon receipt at the address for notice specified above when hand delivered, (v) when delivered after being sent by courier delivery service, or (vi) five (5) days after deposit in the mail when sent by registered or certified U.S. mail.

13. Indemnification.

13.1 To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") shall, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnified Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense. The parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. Provider and Client realize and agree that the Provider equipment may allow Client to monitor, eavesdrop, and/or otherwise record inmate's use of the Provider equipment. Client understands and agrees that Provider has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping, and will indemnify and hold harmless Provider from and against any claims, damages, loss or injury associated with Client or Clients agent's monitoring, eavesdropping or otherwise recording such use.

14. Legality Limited License Agreement.

14.1 For services related to the System, which may allow Client to monitor and record inmate or other administrative telephone calls, and by providing the System, Provider makes no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls. Further, Client retains custody and ownership of all recordings, however Client grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penal or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls with their attorneys or to recordings protected from disclosure by other applicable privileges.

15. General.

15.1 This Agreement shall be interpreted construed and enforced pursuant to the laws of the State of Indiana. 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 term, covenant or condition contained herein shall be invalid or unenforceable to any extent and in any respect under any laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law. This Agreement shall not be binding upon either Party until accepted in writing by an authorized representative of Provider as indicated by the signature below. This Agreement may not be assigned or transferred to any other person or entity without the prior written mutual agreement of the Parties. Notwithstanding the above, Provider may assign this Agreement upon mutual written agreement of Client to any person acquiring all or substantially all of its assets or to any person-or entity with or into which Provider merges; provided, however, that in any such case, all terms and conditions hereof will be binding upon and inure to the assignee or merged surviving entity as though such entity was an original party to this Agreement. Provider and Client each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Client and Provider.

16. Force Majeure.

16.1 Neither Party will be liable to the other for delays or inability to perform their obligations if such failure results from a Force Majeure event, which will include any acts of God, acts of government, acts of terrorism, riots, wars, strikes, fires, weather, delays in transportation, shortages of materials, the unavailability of equipment or other matters beyond the reasonable control of the Party. Any such Force Majeure event will extend the time for such performance for a period equal to the period of delay; provided however, that the Party whose performance is prevented or delayed by such Force Majeure will take all reasonable steps to avoid or remove such causes of nonperformance and will continue its performance whenever, and to the extent such causes are removed.

17. System Problem Notification.

17.1 Client shall have the capability to report problems with the System via a toll free number twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year. Upon the reporting of a problem by the Client to the Provider, the Provider shall repair the problem pursuant to the Repair Procedures as set forth in Exhibit B attached hereto, and specifically incorporated herein.

18. Entire Agreement. Amendments.

18.1 This Agreement represents the entire Agreement between the Parties with respect to the matters

addressed herein and supersedes all prior negotiations, representations or agreements between the Parties, when written or oral, on the subject matter hereof. This Agreement may not be amended, modified, altered, or rescinded except upon a written instrument designated as an amendment to this agreement and executed by all Parties hereto.

19. Exhibits:

This Agreement includes Exhibits attached hereto as indicated below.

Exhibit A, Rates, Fees and
Equipment
Exhibit B, Repair Procedures

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

TELMATE, LLC

By: D Weckling
Name: David Weckling
Title: Sheriff
Date: 09-01-15

VANDEBURGH COUNTY SHERIFF'S OFFICE

By: [Signature]
Name: Kevin Oweil
Title: President
Date: 9/2/15

BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Exhibit A
Rates and Fees

Inmate Telephone Call Rates:

Local	\$0.00	\$0.24	\$0.00	\$0.21	\$0.00	\$0.21
Intralata	\$0.00	\$0.24	\$0.00	\$0.21	\$0.00	\$0.21
Intrastate	\$0.00	\$0.24	\$0.00	\$0.21	\$0.00	\$0.21
Interstate	\$0.00	\$0.24	\$0.00	\$0.21	\$0.00	\$0.21

*Call Rates shown do not include a pass through of Local, County, State and Federal Taxes, and mandated Universal Service Fund Fees

** All calls made from booking phones are free of charge

Tablet Rate: \$0.05 per minute

EQUIPMENT

The number of Telmate Equipment as stated below may be modified by mutual agreement according to Telmate's recommendation after a Site Survey conducted by Telmate after the execution of this Agreement. Site Survey and Site Review shall mean a physical visit by trained Telmate technicians to a potential installation site to determine the appropriateness and suitability of a specific location that would potentially be used for hardware installation. As a minimum requirement, potential installation site must have inmate occupational units with an average of at least twenty (20) inmates per inmate occupational unit.

- 2 lobby kiosk(s)
- 68 inmate phones(s)
- 56 tablet(s)
- 4 Portable Hand Held Phones
- 28 Inmate Video Visitation Stations
- 4 Lobby Video Visitation Stations
- 3 ATA Units

Telmate shall provide, at no cost to Customer a Debit Release Refund with dedicated pin to mirror current process in place.

No additional products or features can be added or removed without mutual agreement.

** Telmate shall provide, at no cost to Customer, a fully operational interface between the JMS and the provider of commissary services for the facility.

DEPOSIT FEES

Fee	Description
Cash Deposit via Kiosk	\$3 per \$100/transaction
Credit Deposit via Kiosk*	\$0.01-\$300.00 (\$3.95)
Operator-Assisted Deposit*	\$0.01-\$300.00 (\$8.95)
Automated Toll-Free or Internet Deposit*	\$0.01-\$300.00 (\$7.95)
Trust Transfer Fee	NO CHARGE
Bill Statement Fee	\$2.49
Regulatory Administrative Fee	\$0.99 per month per billed number; all call jurisdiction types
Wireless/VoIP Administrative Fee	\$1.99 per month
Taxes & Other Regulatory Requirements	Applicable State and Federal Taxes, subject to change.
FUSF Fee	Applicable
State USF Fee	According to variable, applicable fee.
QuickConnect Fee Per Call	\$7.95 credit card + \$2.00 connection (Called party can also choose to set up an account with more favorable fees)
VoiceMail Fee Per Call	\$1.25
Telmate Verified	\$1.00 (Charged by Telmate to friends and family for an optional service to verify the identity of friends and family/depositors to the inmate account, one time per person that is identified). This feature can be turned off, but it has a value as we truly verify the identity of the friends and family, vs. a telephone number.

* For Deposits over \$300.00 – An Additional fee of \$7.95 will be charged for every \$100.00 deposit over \$300.00.

TRUST DEPOSIT FEES

Cash via Kiosk	\$3 per \$100/transaction
Credit Deposit via Kiosk*	\$0.01-\$300.00 (\$7.95)
Operator-Assisted Deposit*	\$0.01-\$300.00 (\$8.95)
Automated Toll-Free or Internet Deposit*	\$0.01-\$300.00 (\$7.95)
Trust Transfer	NO CHARGE

* For Deposits over \$300.00 – An Additional fee of \$7.95 will be charged for every \$100.00 deposit over \$300.00.

VIDEO VISITATION PRICING

Pricing for Video Visitation and Related Services	
Number of Free Local On-Site Only Visits Per Week	Two (2)
Length of Free Visit Session (minutes)	30
Extended Local Visit Price	\$0.25 per Minute
Remote Visit Price	\$0.33 per Minute

Exhibit B
Repair Procedures

Priority Classifications

The following classifications apply once a trouble report is issued and received by Provider.

Priority One condition occurs when 50% of any single cell block's inmate telephones, tablets and/or Video Visitation are nonfunctioning.

Priority One condition occurs when any monitoring/taping function is not fully operation.

Priority One condition shall have a four (4) hour response time to work on remotely and to have a technician on site if needed.

Priority Two condition occurs when system outage is less than 50% but impacts at least 10% of the phones.

Priority Two condition occurs when any other system event not a priority one condition occurs that adversely affects the operation of the system or any component thereof.

Priority Two condition shall have a twenty-four (24) hour response and all due diligence shall be used to repair the problem as soon as possible.

Any single phone/Video Visitation outage shall have a twenty- four (24) response time to and all due diligence shall be used to repair the problem as soon as possible.

Failure to Comply

Failure to comply with the above stated Repair Procedures will result in a liquidated damage of \$100.00 billed to the Provider for failure to meet the response time per report. This fine shall be paid to the Client no later than 60 days from receipt of invoice from the Client. Client reserves the right not to bill the Provider. Liquidated damages will not be applicable if non-compliance is at the request of Client. Nothing herein will prohibit the Client from seeking all other remedies available to Client in law and/or equity if the Provider fails to meet the response time(s) set forth herein.

**First Amendment to
Agreement for Inmate Telephone Services System
Between
Telmate LLC and Vanderburgh County**

THIS FIRST AMENDMENT (hereinafter "Amendment") is made and entered into on May 9th, 2016 ("Effective Date") by and between **Vanderburgh County Sheriff's Office** ("Customer"), with a business address at 3500 North Harlan Avenue, Evansville, Indiana 47711, 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 Agreement for Inmate Telephone Services System dated September 15, 2015 ("Agreement"), whereby Telmate was obligated to perform certain inmate telephone services at Customer's Facility(s);

Whereas, Customer and Telmate entered into a Memorandum of Understanding on September 1, 2015 ("MOU"), whereby Customer agreed to allow Telmate to rent out wall space and wiring within Customer's facility(s);

Whereas, the Parties wish to further modify certain terms in the Agreement and MOU 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 8 of the Agreement, "Commissions," is hereby deleted in its entirety, retitled as "Facility Support Fees and Payments," and replaced with the following:
 - a. Facility Support Fees. On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of six cents (\$0.06) 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. Additionally, the Facility Support Fee shall be added to each voicemail call. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
 - b. Technology Grant. In addition to the Facility Support Fee, Telmate shall provide the Vanderburgh County Sheriff's Department, Technology and Equipment Fund a monthly technology grant in the amount of fourteen thousand dollars (\$14,000). A data report shall accompany each monthly grant payment. The payment shall be payable on the 30th of each month ("Payment Date") for the preceding month's data volume and shall be made payable to Vanderburgh County 3500 North Harlan Avenue, Evansville, Indiana 47711.

- c. Non-Video Visitation Inmate Tablet Use. Telmate will provide Customer a monthly payment equal to twenty-five percent (25%) of Telmate's the gross revenue 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.
 - 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 by mutual agreement if Telmate determines such fees or payments are impermissible under federal, state or local laws.
2. The Calling Rates chart under the Inmate Telephone Call Rates section in Exhibit A of the Agreement, "Rates and Fees," is hereby deleted in its entirety and replaced with the following:
 - i. The call rate for all Non-Interstate Prepaid Calls will be \$0.18 per minute.
 - ii. The call rate for all Non-Interstate Collect Calls will be \$0.18 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 call rate for International Call will be \$0.75 per minute.
3. The Deposit Fees chart in Exhibit A of the Agreement, "Rates and Fees" is hereby deleted in its entirety and replaced with the following:
 - i. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - ii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - iii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
 - iv. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
 - v. The fees for Paper Billing will be \$2.00 per transaction.
 - vi. The fees for Quick Connect Call will be \$7.95 fee + \$2.00 connection charge per call.
 - vii. The fee per Voicemail will be \$1.25 per call.
4. 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.
5. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s), by mutual agreement with the customer.
6. Regulatory Changes. The Parties acknowledge that the terms of the Agreement are governed by federal, state, and local laws that are subject to change on occasion. Telmate shall provide Customer with notice of any such changes in the law upon which time the Parties will amend the Agreement as needed to comply with all such changes in the law.

The Parties agree that neither will be required to comply with a term in the Agreement that is rendered unlawful by a future change in the law.

7. **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 at Customer. Any and all deposits made to an inmate's trust/commissary account at Customer 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.
8. **Tablet Agreement.** Telmate is engaged in the business of providing correction grade Internet services, including without limitation the provision of wireless devices, internet access, broadband services, online and offline digital entertainment, education, training, and counseling, digital media access, messaging, and photo and other media sharing ("Services") through secure application platforms ("Tablets") to correctional facilities for use by inmates. Customer hereby grants to Telmate the exclusive permission and right to provide, implement, maintain, and derive revenue from the use of the Tablets and Services by inmates in the Facility during the Term, by mutual agreement with the customer. Telmate will determine the fees to be charged to inmates for use of the Tablets and Services, by mutual agreement with the customer.
9. **Tablet Ownership and Specifications.** The Tablets shall at all times remain the sole and exclusive property of Telmate. Telmate shall determine the number and placement of Tablets to be provided at the Facility based on the findings of a site survey of the Facility conducted by Telmate. Telmate shall select the brand, type, and other specifications of the Tablets and may replace, upgrade, or substitute the Tablets at any time during the Term with the permission of the Facility for security purposes.
10. **Maintenance of Tablets.**
 - a. **Telmate's Obligations.** During the Term of this Agreement, Telmate shall have the exclusive right and access to maintain, adjust, remove, disconnect, repair, replace, or alter the Tablets. Customer shall permit employees or contractors of Telmate access to the Facility and the Tablets at least once per week in order to provide such service, repair, and maintenance on the Tablets. Customer understands and agrees that the Tablets will not be available for use by inmates during such times that they are being repaired and/or maintained. Upon termination of this Agreement, Telmate shall have the right to enter the Facility to remove the Tablets.
 - b. **Customer's Obligations.** Customer shall distribute the Tablets to inmates according to its established protocol and procedures. Customer shall exercise reasonable care to prevent foreseeable damage or destruction of the Tablets. Customer shall notify Telmate of any misuse, destruction, damage, loss or vandalism to the Tablets as soon as possible. Customer or its agents shall not (i) alter, maintain, repair, enhance, disassemble, decompile, reverse engineer or otherwise modify the Tablets or any software provided thereon, (ii) connect the Tablets to any software or products not

provided and approved by Telmate, or (iii) allow any third party to do any of the above. Customer shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on Equipment. Customer shall have no obligations or liability to Telmate with respect to the Tablets except as set forth herein.

11. Acknowledgement of Services by Customer. During the Term, Telmate will provide its full suite of Services to inmates via the Tablets. Customer acknowledges that Telmate has informed Customer of the Services that will be available on the Tablets, including but not limited to the software and web sites that inmates will be able to access from the Tablets. Customer expressly agrees and assents to the accessibility of such Services on the Tablets. If Customer wishes to modify the Services available on the Tablets, Customer shall provide such request to Telmate in writing, upon receipt of which Telmate shall have three (3) months to make any such modifications. If at any time during the Term Customer restricts Telmate from offering the Services on the Tablets, Telmate reserves the right to cease operation of the Tablets at the Facility and remove the Tablets and any related equipment from the Facility without penalty by providing thirty (30) days written notice to Customer. Customer further acknowledges and agrees that it is Telmate's sole customer under this Agreement, and that no inmate or other third party is a party to or intended beneficiary of this Agreement.
12. Except as otherwise provided herein, all terms and conditions of the Agreement and MOU shall stay in full force and effect.

CUSTOMER

TELMATE

Sign: D Wedding
Name: David Wedding
Title: Sheriff
Date: 11-09-16

Sign: _____
Name: _____
Title: _____
Date: _____

Robinson, Noah

From: Charles Lintz [charles@telmate.com]
Sent: Monday, November 07, 2016 3:59 PM
To: Robinson, Noah
Cc: Ferguson, Chad
Subject: Re: Ammendment to Telmate Contract

Lt. Robinson,

By remitting a per minute facility support payment, Telmate is choosing a path of compensation that is transparent and much more defensible with the FCC and the pending court proceedings. The fact that the FCC has adopted the language of facility support in their own communications and reversed its position on interstate facility support, is evidence that the FCC now recognizes there is an inherent cost of administering our platform. This per minute facility support fee is intended to be revenue neutral.

In regards to the MOU wall space rental, yes, it stays in affect in full with no changes.

If you have any questions, comments or concerns please feel free to contact me.
Thank you.

On Sat, Nov 5, 2016 at 6:15 PM, Robinson, Noah <nrobinson@vanderburghsheriff.com> wrote:
Charles,

I'm looking at the ammendment and I see that the 43.5 percent commission is being replaced by a .06 cents a minute facility support fee. Is this projected to be revenue neutral as as far as we are concerned? My rough math says that works out to only 33 percent of what we were getting originally.

Is the MOU on wall space rental intact? The ammendmet mentions the MOU put lists no changes to it.

Noah

—
Charles Lintz / Account Manager
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