



COUNTY OF CANYON

REQUEST FOR INFORMATION (RFI)

INMATE PHONE/TABLET SERVICES AND EQUIPMENT

Issued By:

BOARD OF COUNTY COMMISSIONERS

Submit Information Packages to:

Board of County Commissioners

1115 Albany Street

Caldwell, Idaho 83605

Telephone: (208) 454-7507

Fax: (208) 454-7336

bocc@canyonco.org

Information Packages must be received by 9:29 a.m., Thursday, September 21, 2023

Return in a sealed envelope marked:

"Information for Inmate Phone/Tablet Services and Equipment"

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I. INTRODUCTION

A. General Purpose

The Canyon County, Idaho, Board of Commissioners and the Canyon County Sheriff's Office hereby request information from qualified vendors with expertise in providing integrated Inmate Communication Systems. At a minimum, the County is interested in exploring options and technology that provide inmate telephone, video visitation and messaging services with tablet and kiosk options, as well as constitutional monitoring capability and searchable recordkeeping. Automated operator, collect, pre-paid, local, domestic, and international call capabilities should be provided, as well as payment systems, call blocking/flagging, and investigative features. Systems also capable of providing educational and religious applications, as well as commissary and inmate "kite" capability, are of interest.

This Request for Information ("RFI") is intended to serve as an informal research tool by which the County hopes to gather information and perspective that may inform a potential contract – at no County expense – with a qualified vendor to provide Inmate Communication Systems for the Jail and Juvenile Detention Center.

This RFI is issued for planning purposes. In no event will the Responses to this RFI impose any obligation on Canyon County.

B. Background

Canyon County is located in Southwest Idaho, and is part of the Boise-Nampa Metropolitan Statistical Area. The County is largely agricultural, and has a current population of approximately 245,000 persons, a figure that has more than doubled since 1990. Current projections assert that the population may again nearly double over the coming 20 years.

The County's primary government operations, including the present jail and juvenile detention facilities, are housed at the Canyon County Courthouse Campus, located in the City of Caldwell at 1115 Albany Street, Caldwell, Idaho 83605.

The County jail currently consists of three facilities that will need service: the Dale G. Haile Detention Center (completed in 1993), the Tent Facility (a sprung structure completed in 2006), and Pod 6 (trailer-based facility first leased in 2018). The combined average daily population of these facilities is approximately 420 with a capacity of approximately 520. In addition, the Southwest Idaho Juvenile Detention Center is located on the Courthouse Campus, housing an average daily population of 30 with a capacity of 90.

C. Legal Framework

This RFI, and any potential contract associated with the provision of Inmate Communication Systems, are exempt by Idaho law from competitive procurement processes. In no event will the County expend funding for the installation and operation of an Inmate Communication System.

D. Current Status

See Attachment 2, the current County contract and its amendments with Telmate, LLC.

E. Goal

The County's fiscal year begins on October 1 and runs through September 30 of the following calendar year. Contracts with service vendors can be expected to align with these dates. In the event the County elects to contract with a different vendor for the upcoming fiscal year, it will require seamless transition, with inmates experiencing no disruption to communication access and visitation.

The County requests information about systems and technology that will provide high-quality:

- basic inmate phone service;
- video visitation service;
- access to free educational and religious apps, as well as paid media stream/downloads, and commissary; and
- customer service to inmates, inmate contacts, and County staff.

The County is interested in maximizing its commission on Inmate Communication Systems while ensuring that the rates charged to inmates by the vendor comply with federally mandated caps. The County wishes to ensure constitutionally sufficient communication services are available to inmates, and has found that reliable telecommunication and commissary services are a valuable inmate management tool that can help facilitate re-entry into the local community.

F. Contact

This project is being directed by:

Canyon County Sheriff's Office
Jail Commander Captain Harold Patchett
Address: 1115 Albany Street, Caldwell, Idaho 83605
Email: harold.patchett@canyoncounty.id.gov
Phone: (208) 454-7510

With the exception of official public written communication as described below, respondents are prohibited from receiving any advice or discussing any aspect relating to this RFI with any person employed by or affiliated with Canyon County.

II. RFI PROCESS

A. Calendar of Events

The following is a schedule of events concerning this RFI: (Note: Unless specifically provided otherwise, all events will take place in the Commissioners' Meeting Room on the first floor of the Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho 83605.)

1. Distribution of RFI.....9:30 a.m., Thursday, August 24, 2023
2. Publication of Legal Notice..... Tuesday, August 29, 2023
3. Questions/Clarifications Due..... 9:30 a.m., Thursday, September 7, 2023
4. Addendum No. 1..... 9:30 a.m., Thursday, September 14, 2023
5. Information Packages Due 9:29 a.m., Thursday, September 21, 2023
6. Information Packages Opened 9:30 a.m., Thursday, September 21, 2023
7. Review Process Begins..... after 9:30 a.m., Thursday, September 21, 2023

B. Time

All references to the hours of a day shall refer to Caldwell, Idaho time.

C. Question/Clarification Process

Questions or clarifications to the RFI must be submitted in writing and received by Clerk of the Board of County Commissioners via U.S. Mail at 1115 Albany Street, Caldwell, Idaho 83605 or via email at bocc@canyoncounty.id.gov no later than 9:30 a.m. on Thursday, September 7, 2023. All clarifications and answers will be addressed as a written addendum.

D. Procedure and Response Contents

Information packages submitted pursuant to this RFI must be received by the office of the Board of County Commissioners, Canyon County Courthouse, 1115 Albany Street, Caldwell, Idaho, 83605, no later than 9:29 a.m. on Thursday, September 21, 2023. Three (3) paper copies of the information package and at least one (1) digital copy must be supplied at the time of submission.

Each Information Package must include the Respondent Information Sheet (affixed hereto as part of Attachment 1) and be signed by the person or persons legally authorized to do so. The framework of the response (as listed in Attachment 1) should include an introductory cover letter, table of contents, firm overview, list of similar projects with contact information, and the Respondent's statement of approach/presentation of potential solution, terms, or process in a narrative form, supplemented by such information or exhibits as the Respondent deems appropriate.

The statement of approach should provide information about (1) system functionality, (2) technical architecture, as well as (3) product support and maintenance.

E. Respondent's Costs

Costs for preparing and presenting Information Packages are entirely the responsibility of the Respondent and shall not be charged to the County. Submittal of an Information Package does not create any right or expectation.

III. REVIEW PROCESS

The County may request additional information or request online or in-person presentation from some Respondents.





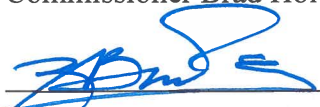

IV. CONCLUSION

Thank you for your interest in this important project.

This RFI is issued this 24th day of August, 2023.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek		_____	_____
 _____ Commissioner Brad Holton		_____	_____
 _____ Commissioner Zach Brooks		_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk

REQUEST FOR INFORMATION
INMATE PHONE/TABLET
SERVICES AND EQUIPMENT

ATTACHMENT NO. 1
**CANYON COUNTY INMATE PHONE/TABLET
SERVICES AND EQUIPMENT RFI**

I. Respondent Information Form:

Company Name: _____

Address: _____ City/State/Zip Code: _____

Email: _____ Phone: _____

Fax: _____

Authorized Representative / Title (Please Print Name and Title below):

On behalf of the above-identified firm, I understand that all costs associated with preparing and presenting this Information Package are entirely the responsibility of the Respondent and shall not be charged to the County, and that submittal of an Information Package does not create any right or expectation of contract or future remuneration.

Representative Signature: _____

II. Suggested Framework for Information Packages:

- a. Introductory cover letter;
- b. Table of Contents;
- c. Firm overview;
- d. List of similar projects with contact information; and
- e. Statement of approach/presentation of potential solution, terms, or process in a narrative form. The statement of approach should provide information about (1) system functionality, (2) technical architecture, as well as (3) product support and maintenance and may be supplemented by such information or exhibits as the Respondent deems appropriate.

**Fourth Amendment to
Inmate Telecommunication and Tablet Services Agreement No. 15-139
Between
Telmate, LLC and Canyon County, Idaho**

THIS FOURTH AMENDMENT ("Amendment") takes effect October 26, 2021 or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain Inmate Telecommunication and Tablet Services, dated October 19, 2015, as amended from time to time (the "Agreement"), by and between Telmate, LLC with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Contractor"), and Canyon County, with an address of 1115 Albany Street, Caldwell, Idaho 83605 ("Customer") (Contractor and Customer collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission ("FCC") issued its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 ("FCC Order"), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated ancillary service charges set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate ITS calls, whether made using a collect, debit, or prepaid format: **\$0.21** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid format: **\$0.21** per minute of use.

International ITS calls, whether made using a debit or prepaid format: The International rate caps set forth on the Contractor's website applicable to the Customer based on the type of correctional facility and its average daily population ("ADP"), plus the applicable call termination rate for the international destination of the call as published on the

Contractor's website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/>.

No per call, per connection, or flat-rate calling charges shall apply to international or interstate ITS per minute of use calls.

The ITS rates set forth above are exclusive of taxes and other amounts collected by the Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by the Contractor in connection with such programs.

Ancillary Service Charges. The Contractor may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
Use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per transaction, plus the adopted per-minute rate

2. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the commission payable to the Customer for ITS calls placed from Canyon County Jail under the Agreement shall be **\$0.07 per minute** of each completed billable Intrastate and International ITS call and **\$0.03 per minute** of each completed billable Interstate ITS call, which shall be paid within forty-five (45) days following the month in which the call took place. The commission payable to the Customer for calls placed from Customer's Southwest Idaho Juvenile Detention Center under the Agreement shall be **\$0.05 per minute** of each completed billable Intrastate and International ITS call and **\$0.01 per minute** of each completed billable Interstate ITS call, which shall be paid within forty-five (45) days following the month in which the call took place. The foregoing

commissions shall be paid on a one-time basis for each completed billable ITS call, and shall replace any and all commissions or other monies payable under the Agreement for ITS calls by Contractor to the Customer, or to any fund or third party designated by Customer.

3. Section 20 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Customer. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Contractor (each an "Affiliate") without the consent of the Customer; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor's assets shall not constitute an assignment requiring consent of Customer for purposes of this Agreement."


4. The Regulatory Changes section of the Agreement is hereby deleted in its entirety and replaced with the following:

"Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor's rights, obligations, or intended benefit under the Agreement shall entitle Contractor to, at its option, renegotiate or terminate the Agreement."

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Contractor
Telmate, LLC

By: 
Name: Alexandra Booker
Title: Contracts Manager
Date: November 2, 2021

Customer
Canyon County

See attached signature page

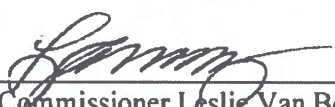
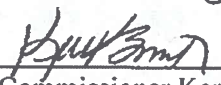
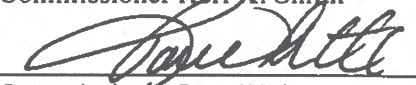
FOURTH AMENDMENT TO
INMATE TELECOMMUNICATION
AND TABLET SERVICES
AGREEMENT NO. 15-139
BETWEEN TELMATE, LLC
AND CANYON COUNTY

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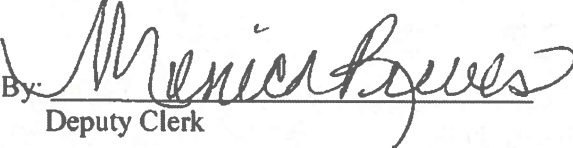
DATED this 2 day of Nov., 2021.

BOARD OF COUNTY COMMISSIONERS

☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 Commissioner Leslie Van Beek	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Keri K. Smith	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Commissioner Pam White	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTEST: CHRIS YAMAMOTO, CLERK

By: 
Deputy Clerk

**ADDENDUM TO INMATE TELECOMMUNICATION AND TABLET SERVICES
AGREEMENT (AGREEMENT NO. 15-139)**

This Addendum to Inmate Telecommunications and Tablet Agreement, (Agreement No. 15-139), is made and entered into this 20th day of June, 2019, by and between Canyon County, Idaho, a political subdivision of the State of Idaho, whose address is 1115 Albany Street, Caldwell, Idaho ("County") and Global Tel Link Corporation ("GTL") whose address is 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190.

WITNESSETH:

WHEREAS, Canyon County entered into a telecommunications and tablet agreement with Telmate, LLC on October 19, 2015; and

WHEREAS, Canyon County issued a solicitation of interest for legal services in the Dale Haile Detention Center on October 15, 2018 to which the County did not receive a response; and

WHEREAS, Canyon County desires to provide inmate legal services in the Dale Haile Detention Center; and

WHEREAS, GTL provides inmate legal services through Lexis Nexis Corrections Solutions via the inmate tablets at a limited cost outlined in Exhibit A attached hereto.

NOW THEREFORE, the parties hereto agree as follows:



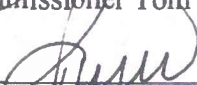
1. **TERM:** The initial term of this agreement will commence on the date of execution by the Board of Canyon County Commissioners and continue through September 30, 2019. At the end of the initial term, this agreement will automatically renew for subsequent one (1) year periods, beginning October 1, 2019 contingent upon the renewal of Agreement No. 15-139 unless otherwise terminated as provided in Section 14 of Agreement No. 15-139.
2. **COMPENSATION:** County agrees to pay GTL \$430.00 per month to be billed and paid bi-annually in advance (\$2,580.00 for six months).

IN WITNESS WHEREOF, we have set our hands the day and year first above written.

DATED this 28th day of June, 2019.

BOARD OF CANYON COUNTY COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
 _____ Commissioner Leslie Van Beek	_____	_____	_____
 _____ Commissioner Tom Dale	<input checked="" type="checkbox"/>	_____	_____
 _____ Commissioner Pam White	<input checked="" type="checkbox"/>	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By: 

Deputy Clerk



Global Tel*Link Corporation
www.gtl.net

Corporate Headquarters
12021 Sunset Hills Road
Suite 100
Reston, VA 20190

Operations Center
107 St. Francis Street
32nd Floor
Mobile, AL 36602

June 20, 2019

Captain Daren Ward
Canyon County Adult Corrections Center
219 N. 12th Ave
Caldwell, ID 83605

Subject: Provision of Lexis-Nexis Corrections Solution

Dear Captain Ward,

GTL is pleased to offer to provide Lexis-Nexis Corrections Solution via the inmate tablets at the Canyon County Adult Detention Center. The legal content provided by Lexis-Nexis is a top tier solution, which includes:

- Idaho State Cases, Combined
- Idaho Code Annotated
- Idaho State and Federal Court Rules
- Idaho Administrative Code
- Federal Case Law
 - Idaho Federal District Courts
 - 9th Circuit – Us Court of Appeals
 - U.S. Supreme Court Cases, Lawyers Edition
 - All Federal Cases
- Federal Codes and Legislations
 - United States Code Service – Titles 1 through 54
 - Constitution of the United States
- Secondary Sources
 - Federal Habeas Corpus Practice and Procedure
 - Constitutional Rights of Prisoners, Ninth Edition
 - Criminal Law Deskbook
 - Search and Seizure
 - Courtroom Criminal Evidence
 - Ballentine's Law Dictionary, 3rd Edition
 - The Law Dictionary

The cost for the facility to access this content is \$430.00 per month, to be billed bi-annually in advance (\$2,580.00 for six-months). An invoice for the first six months of service is included with this offer letter. The initial purchase term is 7/1/2019 through 6/30/2020.

Exhibit A

Upon acceptance and payment by Canyon County, GTL will work with Lexis-Nexis to enable the content on the inmate tablets at the facility. The content will be available at all times when tablet use is authorized by the facility.

We look forward to providing this valuable service to Canyon County.

Sincerely,

Nicholas Dhaenens
Account Manager

GLOBAL TEL*LINK CORP.
107 St Francis St., Ste 3200
Mobile, AL 36602

I N V O I C E

Invoice: 92149
Invoice Date: 06/26/19
Print Date: 06/26/19

Revision: 0
Page: 1

Bill To: TM125

Canyon County ID
1115 Albany St.
Caldwell, ID 83605

Sold To: TM125

Canyon County ID
1115 Albany St.
Caldwell, ID 83605

Sales Order: 88676
Order Date: 06/26/19
Salesperson(s):
Credit Terms: N30
NET 30 DAYS
Resale:
Remarks: LEXIS NEXIS

Ship Date: 06/26/19
Purchase Order:
Ship-To: TM125
Ship Via:
Bill of Lading:
FOB Point:

Item Number	UM	Invoiced	Qty	B/O	Tax	Price	Extended Price
7/1/19-12/31/19	EA	6.0	0.0	No		430.00	2,580.00

Questions? Wendy Evans, wendy.evans@gtl.net

Non-Taxable: 2,580.00	Currency: USD	Line Total:	2,580.00
Taxable: 0.00	0.00%	Discount:	0.00
Tax Date: 06/26/19		Service 10 :	0.00
Containers: 0.00		Freight 20 :	0.00
Line Charges: 0.00		Special 30 :	0.00
		Total Tax:	0.00
		Total:	2,580.00

**Third Amendment to
Inmate Telecommunication and Tablet Services
Between
Telmate LLC and Canyon County**

THIS THIRD AMENDMENT ("Amendment") is made and entered into on Aug. 22, 2016 ("Effective Date") by and between **Canyon County** ("Customer"), with a business address at 1115 Albany Street, Caldwell, Idaho and 83605, and **Telmate LLC** ("Telmate"), with its principal place of business at 655 Montgomery Street 18th Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication and Tablet Services Agreement with a last signature date of October 2, 2015 ("Agreement") whereby Telmate was obligated to perform certain inmate telephone services at Customer's Dale G. Haile Detention Center and Southwest Idaho Juvenile Detention Center;

Whereas, Customer and Telmate entered into a First Amendment to the Agreement with a last signature date of March 31, 2016 ("Amendment1"), which added additional certain terms to the Agreement;

Whereas, the Parties wish to further modify certain terms in the Agreement and Amendment1 with regards to Customer's Southwest Idaho Juvenile Detention Facility 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. The Agreement is hereby revised to include a new Schedule B entitled "Southwest Idaho Juvenile Detention Center Rates and Fees," which incorporates the following:
 - a. The rates and fees included in this Schedule B shall only apply to the Customer's Southwest Idaho Juvenile Detention Facility.
2. Schedule B of the Agreement shall include a new section entitled "Facility Support Fees," which incorporates the following:
 - a. Facility Support Fees. On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of five cents (\$0.05) per minute on specific telephony calls serviced by Telmate at Customer's Southwest Idaho Juvenile Detention Center. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.

THIRD AMENDMENT TO INMATE TELECOMMUNICATION
AND TABLET SERVICES

- b. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws.
3. Schedule B of the Agreement shall include a new section entitled "Rates and Fees" which incorporates the following:
 - i. The call rate for Intrastate Prepaid Calls will be \$0.20 per minute.
 - ii. The call rate for Intrastate Collect Calls will be \$0.45 per minute.
 - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
 - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
 - v. The call rate for International Calls will be \$0.67 per minute.
 - vi. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - vii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - viii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
 - ix. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
 - x. The fees for Paper Billing will be \$2.00 per transaction.
4. Positive Call Acceptance. Recipients of telephonic calls from Customer's Southwest Idaho Juvenile Detention Facility 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 Southwest Idaho Juvenile Detention Facility.
6. Regulatory Changes. Customer will allow Telmate to renegotiate certain terms of the Agreement upon sixty (60) days written notice in the event that any federal, state, local, or facility, law, regulation, or tax unreasonably changes or makes unlawful certain terms (including, without limitation, rates, operations mandated by law or facility, acts of God, and other restrictions) of the Agreement. Conditioned upon the successful mutual agreement, Telmate shall memorialize the renegotiated terms in an amended contract signed by the Parties. Furthermore, the Parties acknowledge that the terms of the Agreement are governed by federal, state, or local laws and regulatory requirements that are subject to change on occasion. Telmate shall provide notice of any such changes upon thirty (30) days written notice to Customer.

7. Except as otherwise provided herein, all terms and conditions of the Agreement and Amendment1 shall stay in full force and effect.

CUSTOMER


Sign: See BOCC Signature Page

Name: _____

Title: _____

Date: _____

TELMATE

Sign: 

Name: Kevin O'Neil

Title: President

Date: September 2, 2016

SIGNATURE PAGE

Dated this 22 day of August, 2016.

CANYON COUNTY BOARD OF COUNTY
COMMISSIONERS


Steven J. Rule, Chairman


Craig L. Hanson, Member


Tom Dale, Member

ATTEST: CHRIS YAMAMOTO, CLERK

By: 
Deputy Clerk

**Second Amendment to
Inmate Telecommunication and Tablet Services
Between
Telmate LLC and Canyon County**

THIS SECOND AMENDMENT ("Amendment") is made and entered into on July 8, 2016 ("Effective Date") by and between **Canyon County** ("Customer"), with a business address at 1115 Albany Street, Caldwell, Idaho and 83605, and **Telmate LLC**. ("Telmate"), with its principal place of business at 655 Montgomery Street 18th Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

Recitals

Whereas, Customer and Telmate entered into an Inmate Telecommunication and Tablet Services Agreement with a last signature date of October 2, 2015 ("Agreement") whereby Telmate was obligated to perform certain inmate telephone services at Customer's Facility(s);

Whereas, Customer and Telmate entered into a First Amendment to the Agreement with a last signature date of March 31, 2016 ("Amendment1"), which added additional certain terms to the Agreement;

Whereas, the Parties wish to further modify certain terms in the Agreement and Amendment1 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 4 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 seven cents (\$0.07) per minute on specific telephony calls serviced by Telmate. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
 - b. Non-Video Visitation Inmate Tablet Use. Telmate will provide Customer a monthly payment equal to twenty-five percent (25%) of Telmate's profit derived from its exclusive non-video visitation Tablet and messaging services, contingent upon a minimum of eighty percent (80%) of Customer's inmates having reasonable access to the Tablets. All such payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer, unless fraud or other malfeasance on the part of Telmate, its employees or agents is the cause of

insufficient payment in which case Customer shall have thirty (30) from the date that such action is known to Customer to object.

- c. Remote Video Visitation. Telmate agrees to pay Customer a monthly payment equal to twenty-five percent (25%) of Telmate's gross revenue derived from its exclusive remote video visitation services. Gross revenue excludes taxes, government imposed fees or charges, and any applicable billing or security fees. Such payment shall be made no later than forty-five (45) days following the month in which the revenues were generated from Telmate's Equipment. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer, unless fraud or other malfeasance on the part of Telmate, its employees or agents is the cause of insufficient payment in which case Customer shall have thirty (30) days from the date that such action is known to Customer to object.

d. Termination:

- i. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all unremitted facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws.
- ii. Upon such a determination by Telmate, Customer may at their discretion and with ten (10) days written notice terminate the Agreement in its entirety.

2. Schedule A of the Agreement is hereby revised to include a new section referred to as "Rates" which incorporates the following:

- i. The call rate for Intrastate Prepaid Calls will be \$0.18 per minute.
- ii. The call rate for Intrastate Collect Calls will be \$0.43 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 Calls will be \$0.67 per minute.
- vi. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
- vii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
- viii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
- ix. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
- x. The fees for Paper Billing will be \$2.00 per transaction.

3. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.

4. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s).

5. Regulatory Changes. Customer will allow Telmate to renegotiate certain terms of the Agreement upon sixty (60) days written notice in the event that any federal, state, local, or facility, law, regulation, or tax unreasonably changes or makes unlawful certain terms (including, without limitation, rates, operations mandated by law or facility, acts of God, and other restrictions) of the Agreement. Conditioned upon the successful mutual agreement, Telmate shall memorialize the renegotiated terms in an amended contract signed by the Parties. Furthermore, the Parties acknowledge that the terms of the Agreement are governed by federal, state, or local laws and regulatory requirements that are subject to change on occasion. Telmate shall provide notice of any such changes upon thirty (30) days written notice to Customer.

6. Except as otherwise provided herein, all terms and conditions of the Agreement and Amendment 1 shall stay in full force and effect.

CUSTOMER

Sign:

Name:

Title: Board of Commissioners

Date:

7-8-16

attest: Chris Yamamoto, Clerk
H. Martinez

TELMATE

Sign:

Name:

Title:

Date:

Kevin O'Neil

President

6/30/16

**First Amendment to
Inmate Telephone Services Agreement No. 15-139
Between
Telmate and Canyon County, Idaho**

THIS FIRST AMENDMENT ("Amendment1") is made and entered into on March 31, 2016 ("Effective Date") by and between Canyon County, with a business address at 1115 Albany Street, Caldwell, ID 83605 ("Customer"), and Telmate LLC, with its principal place of business at 1096 SE 6th Street, Ontario, OR 97914 ("Telmate").

Recitals

WHEREAS, Customer and Telmate entered into a certain Inmate Telephone Services Agreement dated October 19, 2015 (the "Agreement") whereby Telmate is obligated to perform certain inmate telephone services at Customer's facilities; and

WHEREAS, the parties wish to modify and add certain terms to the Agreement while maintaining the rest in full force and effect;

WHEREAS, the October 19, 2015, agreement allowed for amendments modifying the agreement if done in writing and signed by both parties;

WHEREAS, the parties wish for all other terms of the October 19, 2015 agreement to remain in effect without modification insofar as they do not negate the intent or meaning of this amendment;

NOW THEREFORE, intending to be bound, the parties hereto agree as follows:

Amendment

This Amendment1 to the Agreement between Telmate and Customer serves as a guarantee that Telmate will irrevocably guarantee payment to Customer of any funds deposited through Telmate's system for the benefit of an inmate at the Dale Haile Jail.

Additionally, Telmate shall defend, indemnify, and hold Customer, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgments, costs, expenses, and/or injuries to persons or property arising out of or in connection with any activities, acts, or omissions of Telmate, its officers, agents or employees.

In the event Customer is alleged to be liable on account of any activities, acts, or omissions of Telmate, its officers, agents or employees, then Telmate, shall defend such allegations through counsel chosen by Customer and Telmate, shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

**AMENDMENT TO INMATE TELEPHONE SERVICES AGREEMENT
NO. 15-139 BETWEEN TELMATE LLC AND CANYON COUNTY**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment1 to be executed by their duly authorized representatives.

TELMATE, LLC

By:  _____

Name: Kevin O'Neil

Title: President

Date: 4/8/16

CANYON COUNTY, ID

By:  _____

Name: Kieran Donahue

Title: Sheriff, Canyon County Idaho

Date: 4-26-16

**AMENDMENT TO INMATE TELEPHONE SERVICES AGREEMENT
NO. 15-139 BETWEEN TELMATE LLC AND CANYON COUNTY**

**AMENDMENT TO INMATE TELEPHONE SERVICES AGREEMENT
NO. 15-139 BETWEEN TELMATE LLC AND CANYON COUNTY**

Page 3 of 3

INMATE TELECOMMUNICATION AND TABLET SERVICES AGREEMENT

This Inmate Telecommunication and Tablet Services Agreement ("Agreement") is entered into on the last date of signature (the Effective Date), between Canyon County, whose principal address is 1115 Albany Street, Caldwell, ID 83605 ("Customer") and Telmate, LLC whose principal address is 655 Montgomery St, 18th Floor, San Francisco, CA 94111 ("Telmate").

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

WHEREAS, Telmate Equipment includes devices providing telephonic, video visitation and mobile tablet access, as well as the infrastructure to provide these services; and

WHEREAS, Telmate and Customer entered into an Inmate Telephone Services Agreement on August 30, 2010; and

WHEREAS, Telmate and Customer executed a First Amendment to the Inmate Telephone Services Agreement on November 1, 2011; and

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

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

1. **Agreement.** Customer grants to Telmate the exclusive right to install, implement, maintain, and derive revenue from the use of Equipment located at an incarceration facility commonly known as Canyon County Jail, and whose physical address is 219 N. 12th Ave, Caldwell, ID 83605 ("Facility"). Customer appoints Telmate as its exclusive inmate communications agent, charged and authorized with making changes, implementing and updating features, and otherwise establishing such functionality and taking such steps which Telmate considers, in its sole discretion, in best interest and designed to keep Facility using the best features with a state-of-the-art, leading system.

2. **Term.** This Agreement shall commence on October 1, 2015 (the "Commencement Date") and shall end on September 30, 2016 ("Initial Term"), unless terminated as provided in Section 14 of this Agreement. At the end of initial term, this Agreement will automatically renew for subsequent one (1) year periods, beginning October 1, 2016 ("Renewal Term") unless otherwise terminated as provided in Section 14 of this Agreement and unless written notice is sent by either party at least sixty (60) days prior to the end of the then current Term (the Initial Term together with all Renewal Term(s) collectively comprise the "Term"). Customer agrees to provide Telmate advance written notice 180 days prior to Customer releasing any RFP that includes all or part of Equipment or services offered by Telmate, during the Initial Term or any applicable Renewal Term.

3. **Initial Investment.** The parties recognize that Telmate has invested or shall invest significant up-front resources, infrastructure and Equipment in establishing and maintaining the

electronic communications at Facility. Such business model relies on a service term of a length in order for Telmate to recoup such investment and costs without otherwise requiring any upfront payment from Customer. As such, Customer agrees not to prevent or disable any functionality of the Equipment during the Term of this Agreement, except upon a finding that such Equipment or its functionality threatens the safety or security of the facility or Customer's employees.

4. Commissions. In consideration for the right to install, maintain, and operate the Equipment within the Facility, Telmate agrees to pay Customer a monthly commission.

- a. **Phone Call Commission.** Telmate agrees to pay Customer a monthly commission of fifty percent (50%) of the gross revenue generated as a result of collect phone calls and a monthly commission of fifty percent (50%) of the gross revenue generated as a result of pre-paid phone calls made through use of Telmate's Equipment. Telmate shall pay such commissions on all non-interstate calls including Local, Intralata, Interlata, 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 forty-five (45) days following the month in which the revenues were generated from Telmate's Equipment. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer, unless fraud or other malfeasance on the part of Telmate, its employees or agents is the cause of insufficient payment in which case Customer shall have thirty (30) days from the date that such action is known to Customer to object.
- b. **Remote Video Visitation Commission.** Telmate further agrees to pay Customer a monthly commission of twenty-five percent (25%) of the gross revenue generated after service, maintenance, connection and equipment expenses, resulting from remote video visitation provided to the Facility and its residents through use of the Telmate Video Visitation Station. 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 forty-five (45) days following the month in which the revenues were generated from Telmate's Equipment. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer, unless fraud or other malfeasance on the part of Telmate, its employees or agents is the cause of insufficient payment in which case Customer shall have thirty (30) days from the date that such action is known to Customer to object.
- c. **Tablet Commission.** Telmate shall distribute Tablets at no cost to Customer. In consideration of the right to provide and operate the Tablets within the Facility, Telmate agrees to pay Customer a monthly commission of twenty-five percent (25%) of the income received as a result of inmates' use of the Tablets, minus all

applicable taxes, government imposed fees or charges, and billing or security fees (the "Revenue"). Payment of Tablet Commission is only applicable if eighty percent (80%) or higher of the inmate population is using the Tablets as determined by Telmate. All such commission payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment by Telmate to Customer, unless fraud or other malfeasance on the part of Telmate, its employees or agents is the cause of insufficient payment in which case Customer shall have thirty (30) days from the date that such action is known to Customer to object.

5. Amount and Location of Equipment. The exact amount, type and location(s) of the Equipment to be added at Customer's Facility shall be as per the mutual written agreement of the parties hereto. **Schedule A** shows an inventory of potential additional Equipment for Facility.

6. Ownership of Tablets; Tablet Specifications. The Tablets shall at all times remain the sole and exclusive property of Telmate. Customer and Telmate shall initially agree on the number of Tablets to be provided at the Facility. Customer acknowledges and agrees that Telmate may adjust the number of Tablets, up or down, at its sole and absolute discretion at any time during the Term. Telmate shall select the brand, type, and other specifications of the Tablets at its sole and absolute discretion, and may replace, upgrade, or substitute the Tablets at any time during the Term.

7. Maintenance of Tablets.

- a. **Telmate's Obligations.** During the Term of this Agreement, Telmate shall have the exclusive right and access to maintain, adjust, 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 reclaim and remove the Tablets.
- b. **Customer's Obligations.** Customer shall distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes. Customer shall exercise reasonable care to prevent damage or destruction of the Tablets. Customer shall notify Telmate of any misuse, destruction, damage, loss or vandalism to the Tablets as soon as practicable. Customer or its agents shall not (a) alter, maintain, repair, enhance, disassemble, decompile, reverse engineer or otherwise modify the Tablets or any software provided thereon, (b) connect the Tablets to any software or products not provided and approved by Telmate, or (c) 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.

8. Tablet Rates and Fees. Tablet rates are set at \$0.05 per minute. Telmate will determine the fees to be charged to inmates for use of the Tablets at its sole and absolute discretion, which fees are subject to change by Telmate at any time and from time to time. Telmate will debit the fees directly from inmates' trust/commissary account funds by requiring inmates to enter personal identification information upon the commencement of each Tablet session. In order to provide this direct debit feature, Customer will provide Telmate real-time integration with the inmate accounting vendor or commissary vendor at no charge, and the accounting vendor must process real-time debits at no charge to Telmate and without additional charges to inmates.

9. Exclusivity. During the Term of this Agreement, Customer grants to Telmate the exclusive right and license to provide, install, maintain, operate, and derive revenue from services provided by Telmate. These services include any use of Telmate's Equipment for computer services, internet services, video services, prepaid calling cards, debit calling cards, email transmission, software applications, wireless services, digital media access, wireless devices, broadband services, online and offline digital entertainment, education, training, and counseling, digital media access, video visitation, messaging (including email, text, voice, and other messaging functionalities), and photo and other media sharing and communication and software equipment governing all inmate calls and electronic communications whether fixed, mobile or other. This exclusivity includes but is not limited to local, long distance and international phone calls, and is further not limited to collect calls, or debit calls, within any facility owned or operated by Customer. During the Term of this Agreement, Customer shall not provide to any third party access to Telmate's Equipment.

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

11. Prepaid Sales to Inmates. Telmate will provide inmate phone prepaid sales through both Telmate's inmate phones and inmate touchscreen kiosks (video stations). In order to provide this feature, Telmate must have a real-time inmate prepaid sales integration, which requires (a) a real-time integration with the inmate accounting vendor / commissary vendor at no charge; and (b) the accounting vendor processing real-time inmate prepaid sales at no charge to Telmate and without additional charges to inmates. Telmate will provide a detailed '*Inmate Prepaid Sales Report*' via email for each calendar month on a monthly basis. Telmate will deduct the monthly inmate prepaid sales from the monthly commission check. Telmate reserves the right to invoice weekly should the sales volume be high.

12. **Surveillance.** Telmate and Customer realize and agree that the Equipment may allow Customer to monitor, eavesdrop, and/or otherwise record inmate's use of the Equipment. Customer understands and agrees that Telmate has made no warranties, express or implied.

13. **Trust Fund Deposits and Reporting.** Telmate will provide real-time inmate accounting via the Telmate Inmate Station standard fees apply when this solution is provided to the Facility. Telmate will send an ACH transfer to Facility 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 the 15th of each month, and the 16th to the end of each month. Telmate will provide an electronic report of trust and other services' deposits monthly with transfer.

14. **Default and/or Termination of Agreement.** If Customer or Telmate defaults in its performance of any obligations hereunder, the non-defaulting party may notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within sixty (60) days from receipt of notice of default, otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. If Telmate's performance of this Agreement or any obligation hereunder, is interfered with by reason of any circumstances beyond the reasonable control of Telmate, including without limitation, fire, explosion, riots, civil unrest, power failure, injunctions, or acts of God, Telmate shall be excused from such performance on a day to day basis to the extent of such interference until interference is corrected by Customer and Telmate agrees with such correction. Any governmental, city, or state tax, law or regulation preventing Telmate from providing the services agreed to hereunder or making the continuation of this Agreement impracticable as defined by Telmate, will allow Telmate, at its own discretion, to unilaterally terminate this Agreement without liability with thirty (30) days notice. Customer agrees to cooperate with Telmate to the extent necessary, to ensure continued state compliance of electronic funds transmission and other relevant state regulations. On any termination of this Agreement, Customer shall allow Telmate reasonable access to facility in order to remove equipment, including electrical and Ethernet wiring and conduits. Telmate agrees to remove their equipment within thirty (30) days after such termination.

15. **Liability Indemnification.** Telmate agrees to indemnify, defend, and hold harmless Customer, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Telmate, Telmate's agents, employees, or representatives under this Agreement.

Customer agrees to indemnify, defend, and hold harmless Telmate, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Customer, Customer's agents, employees, inmates, or representatives under this Agreement to the extent permitted by Idaho law.

16. **Confidentiality.** Customer acknowledges that in the course of discussions leading up to this Agreement, and in performing the work and installing the Equipment pursuant to this Agreement, Telmate may make information available to Customer or Customer may otherwise

learn of trade secret or confidential information of Telmate (collectively, "Confidential Information"). Confidential Information includes all Telmate or its vendors' information not generally known or used by others and which gives, or may give, Customer or a third party an advantage over its competitors or which could cause Telmate or its vendors injury, embarrassment, or loss of reputation or goodwill if disclosed. Such information includes, but is not necessarily limited to, the Equipment provided by Telmate; data of Telmate, which identifies or concerns past, current or potential customers or employees; information about business practices, financial results, research, development, systems and plans; and/or certain information and material identified by Telmate as "Confidential." Confidential Information may be written, oral, recorded, or on tapes, disks or other electronic media. The intent of the parties is that these provisions be interpreted as broadly as possible to protect Telmate's Confidential Information because of the sensitive nature of the information that Customer and its personnel may become aware of as a result of this Agreement. Customer specifically acknowledges and agrees that the Equipment and proprietary Software platform furnished by Telmate is Confidential Information, owned by Telmate, considered a proprietary trade secret and a matter of strict confidentiality. Customer also acknowledges that the unauthorized use or disclosure of any Confidential Information, including but not limited to the Equipment and proprietary software platform, will cause irreparable harm to Telmate. Customer therefore agrees not to knowingly release any information and equipment within its possession. Any violation of that agreement shall allow Telmate to terminate this Agreement immediately. Customer further agrees that Telmate shall be entitled to all remedies available at law for any threatened or actual breach of this Agreement.

17. References. Upon Telmate's request, Customer agrees to provide written or verbal references relating to Telmate's products and services to potential Telmate customers. Telmate reserves the right to review and approve any written references or information prior to their distribution to potential customers.

18. Authority. Each party hereby represents and warrants that such party is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof. Each party further represents and warrants that such party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder.

19. No Implied Waivers. The failure of either Telmate or Customer at any time to require performance by the other of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either Telmate or Customer of a breach of any provision of this Agreement shall not be construed or held to be a waiver of the provision itself.

20. Assignment. Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder without the prior written agreement of Telmate. Telmate may not sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder without written notice to Customer and Customer shall have the right to terminate the agreement upon such notice. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

21. Notices. All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, return receipt requested, or by other reputable overnight carrier, 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 receipt thereof by addressee.

22. Entire Agreement. This Agreement sets forth the entire understanding of Telmate and Customer and supersedes all prior agreements, arrangements, and communications, whether oral or written with respect to the subject matter herein. This Agreement is independent from any other contract, agreement, understanding, arrangement, or relationship between the parties, and the terms of this Agreement shall not modify, amend, or affect the validity of any other such contract, agreement, understanding, arrangement, or relationship, each of which shall remain in full force and effect according to their respective terms.

23. PATRIOT Act. Customer accepts the Products (defined below) subject to the terms and conditions contained in the Agreement. Customer hereby acknowledge that the distribution and sale of the Products are subject to certain rules and regulations (collectively "Regulations"), including regulations established by the Office of the Comptroller of the Currency (OCC), the United States Office of the Treasury Office of Foreign Assets Control (OFAC), as well as the relevant provisions of the PATRIOT Act and the Bank Secrecy Act, and Customer agrees to comply with such regulations. Customer and Telmate both agree with the relevant regulations described herein. Customer agrees to cooperate with Telmate to the extent necessary to ensure continued compliance with such regulations. Such cooperation shall include, but is not limited to, access to the data necessary for Telmate and/or its banking sponsor to identify all parties related to cash, credit card, inmate trust or other related transactions related to revenue from sales of prepaid services, trust and/or bail, and revenue to be defined as sale price net applicable sales tax, regulatory and compliance surcharges. Customer agrees to help Telmate and/or its banking sponsor, to the best of its ability, obtain proper identification information on all cardholders when required, screen all cardholders against the OFAC SDN list and to sufficiently monitor card loading and distribution activities. The parties agree to abide by these regulations and acknowledge that such regulations are subject to change, and should a material change to these regulations occur, Telmate agrees to notify Customer of such change. Telmate shall be responsible for ensuring that the Products and the use thereof are compliant with all applicable rules and regulations. "Products" for purposes of this Amendment, shall include the following:

- a. Inmate communication services,
- b. Kiosk products,
- c. Visitation products,
- d. Merchant and cash processing services,
- e. Exit/debit card programs(s),
- f. Ancillary fee and trust processing,
- g. Facility information system, and
- h. Any and all other products marketed and/or distributed by Telmate for Customer.

24. Amendment. This Agreement may only be modified or amended in writing, signed by both parties.

25. Captions. The captions or headings in this Agreement are for convenience only, and in no way define, limit, or describe the scope or intent of any provision or section in this Agreement.

26. Independent Contractor Status. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in this Agreement shall be interpreted as constituting either party as the joint venturer or partner of the other party or as conferring upon either party the power or authority to bind the other party in any transaction with third parties.

27. No Construction Against Drafter. Each of the parties acknowledges that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

28. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a delay in the performance of this Agreement.

29. Survival. The following sections shall survive the expiration or termination of this Agreement: 14, 15, 16, and 17.

30. Cumulative Remedies. The rights and remedies afforded to either party pursuant to any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to either party by any other provision of this Agreement or by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

31. Governing Law; Venue. This Agreement shall be construed under and governed by the laws of the State of Idaho, excluding choice of law principles. Venue for any proceeding brought hereunder shall be with the state and federal courts residing in Canyon County, Idaho.

32. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected.

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

CANYON COUNTY, ID

TELMATE, LLC

Sign: 

Sign: 

Name: Kieran Donahue

Name: Kevin O'Neil

Title: Sheriff

Title: President

Date: 10-2-15

Date: 9/24/15

SCHEDULE A

EQUIPMENT

The number of Telmate Equipment as stated below may be modified 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.

34 tablet(s)

SIGNATURE PAGE

Dated this 19 day of October, 2015.

CANYON COUNTY BOARD OF COUNTY
COMMISSIONERS


Steven J. Rule, Chairman

unavailable for signature
Craig L. Hanson, Member


Tom Dale, Member

ATTEST: CHRIS YAMAMOTO, CLERK

By: 
Deputy Clerk

Date: 10-19-15