



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of June 20, 2016

DATE: June 7, 2016

FROM: Captain Deron McMaster, Sheriff's Office

Phone: 541-388-6655

TITLE OF AGENDA ITEM:

Consideration of Board signature of Document No. 2016-345 Amending Deschutes County Contract No. 2011-54.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

In 2011, Telmate entered into a contract with the Sheriff's Office to provide inmate telephone services at the Deschutes County Adult Jail, the Work Center and the Juvenile Detention Center. Telmate provides inmate telephone/recording services in the Deschutes County Jail and Work Center for 22 telephones, including equipment, service and maintenance. They also provide four phones at the Juvenile Detention Center through the contract.

In December 2015, the contract with Telmate was amended to renew the contract for five years through December 31, 2020 and to allow for rate changes resulting from any mandatory FCC regulations occurring during that five-year renewal period. Document 2016-345 amends the current contract to allow for those rate changes mandated by the Federal Communication Commission (FCC).

The current \$2.35 call-connect fee for all inmate phone calls will be terminated per FCC rulings. Inmate phone calls will now be charged at a per-minute rate for Intrastate, Interstate, and International calls. Deposit Fees are also changed to a per transaction basis. Telmate is implementing a \$0.06 facility support fee on a per minute basis for designated call types that will be remitted to the Adult Jail that will be used for inmate programs and staffing activities in support of programs.

FISCAL IMPLICATIONS:

Although inmate telephone usage is difficult to predict, the Adult Jail is anticipating an overall reduction of 30-50% in commission due to the FCC ruling. The Sheriff's Office anticipated the reduction in commission in the FY17 budget.

RECOMMENDATION & ACTION REQUESTED:

Approve and sign Document 2016-345

ATTENDANCE: Captain Deron McMaster, if requested.

DISTRIBUTION OF DOCUMENTS:

Contact Julie Lovrien, ext. 4857, when document is ready for pick up.

DESCHUTES COUNTY DOCUMENT SUMMARY

Date: June 7, 2016

Department: Sheriff's Office

Contractor/Supplier/Consultant Name: Telmate

Contractor Contact: Carey Sullivan

Contractor Phone #: 503-939-6694

Type of Document: Document 2016-345 is an amendment (amendment No. 4) to Deschutes County Services Contract 2011-54 between Deschutes County, by and through its Sheriff's Office, and Telmate.

Background & History: In 2011, Telmate entered into a contract with the Sheriff's Office to provide inmate telephone services at the Deschutes County Adult Jail, the Work Center and the Juvenile Detention Center. Telmate provides inmate telephone/recording services in the Deschutes County Jail and Work Center for 22 telephones, including equipment, service and maintenance. They also provide four phones at the Juvenile Detention Center through the contract.

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Agreement Starting Date: June 20, 2016

Ending Date: December 31, 2020

Annual Value or Total Payment: Although inmate telephone usage is difficult to predict, the Adult Jail is anticipating an overall reduction of 30-50% in commission due to the FCC ruling. The Sheriff's Office anticipated the reduction in commission in the FY17 budget.

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – *see* DCC §2.37) 2.37.070(B)(9)

Funding Source: (Included in current budget?) Yes No

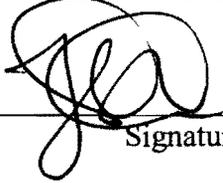
If *No*, has budget amendment been submitted? Yes No

Is this a Grant Agreement providing revenue to the County? Yes No

Departmental Contact and Title: Deron McMaster, Corrections Captain

Phone #: 541-388-6655

Sheriff's Approval:

 A-1
Signature

06 08 16

Date

Distribution of Document: Call or email Julie Lovrien (x4857) when document is ready to pick up.

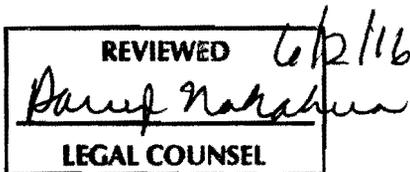
Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review _____ Date _____

Document Number 2016-345



**Fourth Amendment to
Deschutes County Contract No. 2011-54
Between
Telmate LLC and Deschutes County Sheriff's Office**

THIS FOURTH AMENDMENT ("Amendment") is made and entered into on _____, 2016 ("Effective Date") by and between **Deschutes County Sheriff's Office** ("Customer"), with a business address at 63333 W Hwy 20, Bend, Oregon 97701, 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 a Deschutes County Contract No. 2011-54 dated April 27, 2011 ("Agreement") whereby Telmate was obligated to perform certain inmate telephone services at Customer's facilities;

Whereas, Customer and Telmate entered into a First Amendment to the Agreement on November 16, 2013 ("Amendment1"), which added additional services and equipment to the Agreement and amended the term and other language in the Agreement;

Whereas, Customer and Telmate entered into a Second Amendment to the Agreement on June 26, 2014 ("Amendment2"), which amended certain language of the Agreement;

Whereas, Customer and Telmate entered into a Third Amendment to the Agreement on December 21, 2015 ("Amendment3") which amended the term and other language in the Agreement; and

Whereas, the Parties wish to further modify certain terms in the Agreement, Amendment1, Amendment2, and Amendment3 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 5 of Amendment 1 to the Agreement, "Commissions," as amended by Amendment2 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. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.

- b. Remote Video Visitation. No later than June 30, 2016, Telmate agrees to pay Customer a monthly payment equal to twenty percent (20%) of Telmate's gross revenue derived from its exclusive remote video visitation services.
 - c. 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. Facility support fees or payments shall be paid to Customer on a monthly basis and made no later than forty-five (45) days following the month in which the revenue was generated from the equipment or service. All such fees or payments shall be final and binding unless written objection thereto is received by Telmate from Customer within thirty (30) days of payment to Customer.
2. "Phone Rates" in Schedule A of the Amendment¹, are hereby deleted, retitled as "Phone Rates and Deposit Fees" and replaced with the following:
 - i. The call rate for Intrastate Prepaid Calls will be \$0.19 per minute.
 - ii. The call rate for Intrastate Collect Calls will be \$0.44 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 Prepaid Calls will be \$0.67 per minute.
 - vi. The call rate for International Collect Calls will be \$0.67 per minute.
 - vii. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - viii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
 - ix. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
 - x. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
 - xi. 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. 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.
 6. 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.

7. Except as otherwise provided herein, all terms and conditions of the Agreement, Amendment1, Amendment2, and Amendment3 shall stay in full force and effect.

FOR TELMATE:

Authorized Signature

Print Name

Date _____

**FOR DESCHUTES COUNTY
BOARD OF COUNTY COMMISSIONERS:**

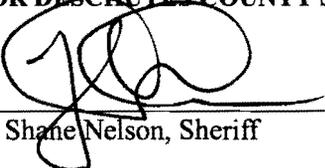
Anthony DeBone, Chair

Alan Unger, Vice Chair

Tammy Baney, Commissioner

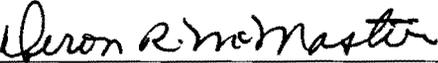
Date _____

FOR DESCHUTES COUNTY SHERIFF'S OFFICE:

 A-1

L. Shane Nelson, Sheriff

Date 060816



Deron McMaster, Captain

Date 06/07/16

Attest:

Recording Secretary