

ATTACHMENT

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**FIRST AMENDMENT TO THE INMATE COMMUNICATION SERVICES AGREEMENT
BETWEEN THE COUNTY OF SANTA BARBARA AND TELMATE, LLC**

THIS FIRST AMENDMENT to the Inmate Communication Services Agreement (hereafter the "First Amendment"), is made and entered into this First day of September 2021, by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "County") and Telmate, LLC, a wholly owned subsidiary of Global Tel* Link d/b/a ViaPath Technologies (hereafter "Contractor"). For purposes of this First Amendment, the County and Contractor shall be referred to collectively as the "Parties."

WHEREAS, Parties entered into an Inmate Communication Services Agreement with an effective date of September 01, 2018, (the "Agreement"), by which Contractor agreed to provide inmate communication services to County at its Southern Branch Jail (SBJ) and Northern Branch Jail (NBJ); and

WHEREAS, Section 2, Term, provides that the Agreement has a three (3) year term;

WHEREAS, the Agreement approved by the Board of Supervisors on August 28, 2018, provides that the term of the Agreement shall end on August 31, 2021;

WHEREAS County, at its sole option, shall have the right to renew this Agreement for two (2) additional one (1) year terms prior to expiration of the Initial Term;

WHEREAS, the Parties desire to amend the Agreement to extend the term for two (2) additional one (1) year consecutive terms expiring on August 31, 2023, to implement correctional-grade inmate Tablets (Tablets) at a ratio of 1 Tablet for each inmate (1:1) including associated applications and features; to revise the Inmate Telephone System (ITS) calling rates for all domestic and international calls; implement the California Public Utilities Commission (CPUC) Order effective October 07, 2021, Instituting Rulemaking to Consider Regulating Telecommunication Services Used by Incarcerated People, Rulemaking 20-10-002, Decision Adopting Interim Rate Relief for Incarcerated Person's Calling Services, issued on August 23, 2021 and Federal Communications Commission regulations effective October 26, 2021; and to reduce the County's ITS, VVS, and Tablet revenue share.

NOW, THEREFORE, in consideration of the mutual covenants contained, herein, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed upon as follows:

1. Section 2, Term shall be amended to include: The term of the Agreement is extended for two (2) additional one (1) year consecutive terms, expiring on August 31, 2023. Additionally, County, at its sole option, shall have the right to renew this Agreement on a month to month basis (not to exceed 12 months) prior to the expiration of this extended term of the

Agreement. In the event County exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and any Amendments, shall remain the same and apply during the renewal term(s). This Agreement will not automatically renew.

2. Section 5, Minimum Annual Guarantee shall be amended as follows:

For the Initial Term, Contractor shall pay County a minimum Annual Guarantee ("MAG") in the amount of \$500,000 for each year under this Agreement. Additional MAG requirements are included in Attachment 1.

Retroactive to October 7, 2021 Contractor shall not pay County a Minimum Annual Guarantee ("MAG").

3. Section 7, Revenue Share, Payment and Reporting shall be amended to include:

- 7.1.

For the Initial Term, pursuant to Contractor's response to RFP No.: FY2018, Contractor shall remit to County 72% revenue share on Gross Revenue generated by and through the ITS. Gross Revenue is defined in Attachment 1 – Section A (2.001).

Retroactive to October 7, 2021, Contractor shall remit to County 25% revenue share on Gross Revenue generated by and through the ITS. Gross Revenue is defined in Attachment 1 - Section A (2.001) (General Conditions).

- 7.2.

For the Initial Term, pursuant to Contractor's response to RFP No.: FY2018, Contractor shall remit to County 15% revenue share on Gross Revenue generated by and through the VVS. Gross Revenue is defined in Attachment 1 – Section A (3.001).

Retroactive to October 7, 2021, Contractor shall not remit to County revenue share on Gross Revenue generated by and through the VVS. Gross Revenue is defined in Attachment 1 - Section A (3.001) (General Conditions).

- 7.3.

For the Initial Term, pursuant to Contractor's response to RFP No.: FY2018, Contractor shall remit to County 25% revenue share on Gross Revenue

generated by and through the Tablets, Gross Revenue is defined in Attachment 1 – Section A (4.000).

Retroactive to October 7, 2021, Contractor shall remit to County 20% revenue share on Gross Revenue generated by and through the Tablets. Gross Revenue is defined in Attachment 1 - Section A (4.000) (General Conditions).

4. For the term stated in this Amendment, Attachment 1 – Mandatory Requirements, Section J – Rates, Fees and Revenue Share is hereby amended as follows:

SECTION J - RATES, FEES AND REVENUE SHARE

Category	ITS RATES		Avg Cost/Call: 15 Minutes
	Per Minute Rate		
Local			
Collect/Direct Bill	\$	0.07	\$ 1.05
Pre-Paid Collect	\$	0.07	\$ 1.05
Pre-Paid Card/Debit	\$	0.07	\$ 1.05
Intralata/Intrastate			
Collect/Direct Bill	\$	0.07	\$ 1.05
Pre-Paid Collect	\$	0.07	\$ 1.05
Pre-Paid Card/Debit	\$	0.07	\$ 1.05
Interlata/Intrastate			
Collect/Direct Bill	\$	0.07	\$ 1.05
Pre-Paid Collect	\$	0.07	\$ 1.05
Pre-Paid Card/Debit	\$	0.07	\$ 1.05
Interlata/Interstate and Domestic Int'l			
Collect/Direct Bill	\$	0.07	\$ 1.05
Pre-Paid Collect	\$	0.07	\$ 1.05
Pre-Paid Card/Debit	\$	0.07	\$ 1.05
International*			
Collect/Direct Bill	N/A		N/A
Pre-Paid Collect	\$	0.21	\$ 3.15
Debit	\$	0.21	\$ 3.15
Voicemail (Per Message)			
Inbound	\$	1.00	N/A
Outbound	\$	1.00	N/A

Fee Type	ITS FEES		Frequency
	Amount		
Collect Billing Fee	\$	-	N/A
Pre-Paid Collect Funding Fee			
IVR/Automated (credit card/debit card/bill processing fees)	Not Permitted		N/A
Live Representative	Not Permitted		N/A
Paper bill/statement	Not Permitted		N/A
Third Party (Contractor Specify)**		Pass-Through	No Markup, cap of \$6.95
Single Call***	Not Permitted		N/A

Category	Revenue Share
Revenue Share (%)	25%
Flat Amount per Pay Telephone	\$0.00
Upfront Supplemental Payment	\$100,000.00
Minimum Annual Guarantee (MAG)	N/A

SECTION 2 - VVS RATES, FEES AND REVENUE SHARE

Category	Per Minute Rate	Total Per Session	Revenue Share
30-Minute Remote Video Visitation Session :	\$ 0.20	\$ 6.00	0%

SECTION 3 - TABLET RATES, FEES AND REVENUE SHARE

Category	Rate to Inmate	Rate to End-User	Revenue Share
Electronic Messages	\$0.25 per sent message	\$0.25 per sent message	20%
Tablet ITS Calls	ITS Rates	N/A	25%
Tablet Video Visits	N/A	\$0.20 per minute or \$6.00 max. for 30 mins.	0%
Entertainment Media - Games	\$0.05 per minute	N/A	20%
Entertainment Media - Movies	\$0.05 per minute	N/A	20%
Entertainment Media - Music	\$0.05 per minute	N/A	20%
Entertainment Media - Books	\$0.03 per minute	N/A	20%
Edovo Core, Commissary Access, Inmate Grievances & Requests	Free	N/A	0%

*Rate per minute plus the applicable call termination rate for the destination country as published on the Contractor's website, which may be updated every 3 months in accordance with the FCC Order.

**The exact fee from the third-party provider passed through directly to customer with no markup up to a cap of \$6.95 per transaction.

***Use of single-call related services to pay for a single intrastate or jurisdictionally mixed ITS call using debit/credit card, mobile phone account, or another arrangement.

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.

5. Section 8.1 shall be amended as follows:

For the Initial Term, both parties herein mutually agree upon the rates and fees for the ITS, VVS and Tablets as detailed in Attachment 1, Section J (Rates, Fees and Revenue Share).

Retroactive to October 7, 2021, both parties herein mutually agree upon the rates and fees for the ITS, VVS and Tablets as detailed in the amended Attachment 1, Section J (Rates, Fees and Revenue Share).

6. Section 12, Termination/Default shall be amended as follows:

12.2. The Agreement between County and Contractor may be terminated by County upon fifty (50) days written notice from County to Contractor without penalty. Upon termination, Contractor shall adhere to the transition requirements as outlined in Attachment 1, Section D (General Installation Requirements).

7. In all other respects, the terms and conditions of this Agreement shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective on the date executed by the County.

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila da Guerra
Deputy Clerk

By: Joan Hartmann
JOAN HARTMANN
Bob Nelson, Chair
Board of Supervisors

Date: 6-28-22

RECOMMENDED FOR APPROVAL:

Santa Barbara Sheriff's Office

CONTRACTOR:

Telmate, LLC

By: Bill Brown 6-9-22
Bill Brown, Sheriff

By: Alexandra Booker
Authorized Representative

Name: ALEXANDRA BOOKER

Title: CONTRACTS MANAGER

APPROVED AS TO FORM:

Rachel Van Mullen
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

By: _____
JOAN HARTMANN, Bob Nelson, Chair
Board of Supervisors

RECOMMENDED FOR APPROVAL:
Santa Barbara Sheriff's Office

Date: _____
CONTRACTOR:
Telmate, LLC

By: Bill Brown 6-9-22
Bill Brown, Sheriff

By: Alexandra Booker
Authorized Representative
Name: ALEXANDRA BOOKER
Title: CONTRACTS MANAGER

APPROVED AS TO FORM:

Rachel Van Mullen
County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**
Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: Paul Lee
DC5651ED1B9492
Deputy County Counsel

DocuSigned by:
By: C. Schaffer
A99ED5BD71D04EE
Deputy

APPROVED AS TO FORM:
Risk Management

DocuSigned by:
By: Greg Milligan
DC240AC1E64247D
Risk Management