EXHIBIT 6

You've Got Mail:
The promise of cyber communication in prisons and need for regulation

Oklahoma County (OK) Contract with Telmate

PRISON
POLICY INITIATIVE

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE Wednesday, July ~~22~~ 29nd, 2015 AGENDA

DEPARTMENT: Sheriff's Office REQUESTED BY: Captain Jon Skuta x-1019

REQUISITION NO.: N/A REQUISITION SHEET ATTACHED: ☐ YES ☒ N/A

NAME OF FUNDS: No Cost to County

FUND NUMBERS: N/A

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? ☐ YES ☒ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1 paper and 1 electronic copy

AGENDA ITEM READS AS FOLLOWS:

FY 2015-16 Contract between the Sheriff's Office and Telmate LLC. This is a contract extension based on Telmate's bid for CW15018 Inmate Telephone and Video Visitation Services and last fiscal year's contract.

APPROVED BY DA (If Applicable)	APPROVED BY ENGINEER (If Applicable)	APPROVED BY PURCHASING (If Applicable)
ASSISTANT DISTRICT ATTORNEY	COUNTY ENGINEER	PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____YES _____N/A

COUNTY CLERK: _____YES _____N/A

Indicate any privacy-protected information that exists_____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST:_____ APPROVED BY:_____
CHAIRMAN

#648

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: July 10, 2015

COUNTY DEPARTMENT MAKING REQUEST: Sheriff's Office

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Review of the 1st year contract extension between the Sheriff's Office and Telmate LLC for Fiscal Year 2015-16. This contract is based on Telmate's bid for CW15018 Inmate Telephone and Video Visitation Services and last fiscal year's contract. Last contract is attached.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. **(NOTE:** Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office**).**

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: _____

REPLY BY DISTRICT ATTORNEY: _____

Reviewed 7/16/15

DAVID PRATER
DISTRICT ATTORNEY

By: _____

RECEIVED
JUL 13 2015
CIVIL DIVISION
DISTRICT ATTORNEY

Revised 2003

First Amendment to

Inmate Telecommunications Location Agreement

Between

Telmate LLC and Oklahoma County Sheriff's Office

THIS FIRST AMENDMENT ("Amendment") is made and entered into on July 1st, 2015 ("Amendment Effective Date") by and between **Oklahoma County Sheriff's Office**, located at 201 North Shartel Road, Oklahoma County, Oklahoma 73102 ("Customer") and **Telmate LLC**, with its principal place of business at 655 Montgomery St. 18th floor, San Francisco, CA 94107 ("Telmate").

Recitals

Whereas, Customer and Telmate entered into a certain Inmate Telecommunication Location Agreement with a last signature date of January 14, 2015 ("Agreement"), whereby Telmate is obligated to perform certain inmate telephone services at Customer's facilities; and

Now, therefore, intending to be bound, the parties hereto agree as follows:

Amendment

1. Telmate and Customer wish to renew the Agreement upon the same terms and conditions from July 1, 2015 to June 30, 2016.

IN WITNESS WHEREOF, the Telmate and Customer hereto have caused this Amendment to be executed by their duly authorized representatives.

CUSTOMER	**TELMATE**
Sign:	Sign:
Name: John Whetsel	Name: Kevin O' Neil
Title: Sheriff	Title: President
	Date: 07/01/2015
Date: 07/10/15	

APPROVED this 29th day of July, 2015.

Board of County Commissioners
Oklahoma County, Oklahoma County

Brian Maughan
Chair

Raymond R. Vaughn Jr.
Member

Member

Approved as to form and legality:

Assistant District Attorney

ATTEST: Carolynn Caudill, Deputy
Carolynn Caudill, County Clerk

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made as of the Effective Date (defined below), by and between the Oklahoma County Board of County Commissioners, on behalf of the Oklahoma County Sheriff's Office whose principal address is 201 North Shartel Avenue, Oklahoma City, Oklahoma 73102 ("County") 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, County 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 County hereby agree as follows:

1. **Agreement**. County 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 Oklahoma County Detention Center ("OCDC"), and whose physical address is 201 North Shartel Avenue, Oklahoma City, Oklahoma 73102 ("Facility").

2. **Term**. This contract shall commence on _____ and, by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2015. The terms and conditions of this agreement shall apply to any Telmate equipment installed at the request of the County, after the commencement date and prior to the expiration date.

3. **Renewal**. The County shall have the right to renew this contract for four (4) successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of the County. In order for the contract to be continued, the contract shall be renewed on July 1st or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners.

4. **Initial Investment**. The parties recognize that Telmate has invested or shall invest significant up-front resources, infrastructure and equipment in establishing and maintaining the inmate 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 up-front or any payment from County. As such, County agrees not to prevent or disable any functionality of the equipment during the Term of this Agreement.

5. **Commissions**. In consideration for the right to install, maintain, and operate the Equipment within the Facility, Telmate agrees to:

   a. Pay County a monthly commission of sixty nine percent (69%) of the Gross Revenue generated as a result of collect phone calls and a monthly commission of

sixty nine percent (69%) 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. Provided the County and third party obligations set forth in Schedule B are maintained, Telmate further agrees to pay County a monthly commission of fifty percent (50%) of the Gross Revenue generated from remote video visitation provided to the Facility and its residents through use of the Telmate Video Visitation System. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Such commissions shall be paid by Telmate to the County by check on a monthly basis. Such payment shall be made no later than thirty (30) days following the month in which the revenues were generated from Telmate's equipment. Said commissions checks will be made payable to the Oklahoma County Sheriff's Office and mailed to the attention of the "Finance Department" at the County's address set forth above.

b. A twenty-five dollars per day penalty shall be assessed to Telmate for each day past the thirty (30) day payment deadline. These penalties shall be payable upon Telmate's receipt of an invoice from the County. Telmate's failure to pay the County's commission on a regular, monthly basis shall be grounds for the County to cancel, without penalty, this contract.

c. The County reserves the right to audit Telmate's collection procedures and commission computations, and to terminate the contract if repeated inaccuracies in either procedures or computations are discovered.

d. A detailed statement with the following information shall be provided with each commission payment:

    i. Date of report and time period covered.

    ii. Total billed revenue (Local, Intralata, and Interlata by individual inmate telephone.)

    iii. Phone totals and system totals.

    iv. "Statement of Accuracy" signed by an Authorized Representative of Telmate.

    v. There shall be no charges whatsoever to the County for Telmate's Inmate Telephone System and all additional services. Telmate assumes all financial responsibility for monthly line fees associated with the Inmate Telephone System, billing and collections, fraudulent billing, and uncollectable charges. Such charges shall not be deducted from the County's commissions.

6. **Technology Grant**

Telmate shall provide a yearly technology grant of one hundred thousand dollars ($100,000) for the extent of the Agreement not to exceed five hundred thousand dollars ($500,000). The initial payment will be paid within thirty days (30) from the last signature date of this Agreement.

7. **Website Development**
   Mutually develop an agreed upon website for County in which Telmate will host from a technical perspective. Specific timeframes and content of the website will be determined at a later date.

8. **Amount and Location of Equipment**. The exact amount, type and location(s) of the Equipment at County's Facility shall be as per the mutual written agreement of the parties hereto. **Schedule A** shows an inventory of Equipment already installed at Facility.

9. During the term of this contract, Telmate shall install any additional telephones, monitoring equipment, and recording equipment at no cost to the County. This shall include any expansion to the existing facility.

10. **Rates.** The parties to this Agreement shall mutually agree on the initial rates charged for any and all collect calls and any and all prepaid calls made with the use of the Equipment. The initial rates shall be set out in the **Schedule A** attached to this Agreement incorporated herein by reference. Rates for any new features or Equipment not yet established above shall be set by written agreement from all parties in the form of a contract addendum. All rates shall not exceed the allowable tariff day, holiday, evening, and night rates for long distance calls as set by the Oklahoma Corporation Commission. No surcharges, nor any additional charges shall be added to these rates.

11. **Exclusivity**. During the Term of this Agreement, the County grants to Telmate the exclusive right to Inmate telecommunications and video visitation services, the exclusive right and license to provide, install, maintain, and operate, and derive revenue from computer services and equipment, communication equipment governing all inmate calls and electronic communications, including but not limited to local, long distance and international, including but not limited to collect calls, debit calls, within the Oklahoma County Detention Center. During the Term of this Agreement, the County shall not provide to any third party access to Telmate's Equipment.

12. **Maintenance of Equipment**. Provided the County and third party obligations set forth in **Schedule B** are maintained, 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, remove, disconnect, repair, replace, or alter the equipment. The County 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 to enter upon the premises to remove the equipment. The County shall notify Telmate of any misuse, destruction, damage, or

vandalism to the equipment as soon as possible. The County shall exercise reasonable care to prevent damage or destruction of Telmate's equipment.

The County reserves the right to prohibit any of Telmate's employees and/or independent contractors or subcontractors from entering the Oklahoma County Detention Center to perform services with regard to this contract. All Telmate personnel working in the OCDC shall be required to pass a security clearance conducted by the Oklahoma County Sheriff's Office.

All Telmate personnel shall comply with current and future local, state, and federal laws and regulations, court orders, administrative directives, institutional directives, Oklahoma Jail Standards, and the policies and procedures of the OCDC.

Telmate shall be required to provide employees who are adequately trained, honest and reliable, and dressed in a uniform with clearly identifies them as a Telmate employee.

Telmate shall comply with all local, state, and federal laws governing employment.

The Oklahoma County Detention Center is a secure facility. Telmate and its personal shall be subject to and shall comply with all security policies and procedures of the OCDC.

Telmate agrees to obtain the County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

Telmate agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

The County shall always be notified in writing of any use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the OCDC; such usage is at the risk of Telmate. No exposed wiring shall be permitted. Ownership of any wiring or conduit placed under this Agreement by Telmate becomes the property of the County upon termination or expiration of the Agreement.

Telmate agrees that any cabling work and all new cables that are required for this Agreement shall be CAT 6 and marked clearly and legibly at both ends. Wall faceplates shall be labeled and shall meet all applicable EIA/TIA wiring standards for commercial buildings. All new cabling required by Telmate will be installed by Telmate at no cost to the County.

Installation of all telephones and related equipment shall be accomplished during hours established by the OCDC Administrator and the advice and consent of the Support Services Bureau.

Telmate shall clean up and remove all debris and packaging material resulting from work performed.

Telmate shall restore to original condition any damage to the County's property caused by maintenance or installation personnel associated with Telmate, including repairs to walls, ceilings, etc.

Telmate shall install, repair, and maintain all provided equipment and lines at no cost to the County. All Telmate provided equipment, installation, maintenance, and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of Telmate.

Upon completion of initial installation and ongoing installations, Telmate shall provide the County with a list of telephone numbers, serial numbers, and locations of each unit. This shall be documented on a site map and a wiring schematic.

Telmate shall provide all priority emergency repairs as they are opened, updated and closed by field technicians, detailing the problem and final resolution of said problem. Should the emergency priority repair plan as provided by Telmate not be followed explicitly, Telmate shall be liable for lost commissions during times that equipment was in need of repair and not properly operating. The lost commission shall be calculated by multiplying the average number of calls, visitations, and/or services for each type X (times) the then prevailing rates x (times) the commission rate. The specific commission shall be calculated by the County and the County will advise Telmate of all commissions due. Telmate shall pay the calculated lost commission with the next commission payment due the County. Telmate will be allotted time between the notification and the next commission payment to validate the lost commission.

Telmate shall provide the County with a complete list of contact numbers for its contractors, subcontractors, managers, administrators, technicians etc; Telmate management and emergency telephone numbers shall also be furnished.

Violations of the OCDC policies and procedures may result in Telmate's employees being denied access to the Oklahoma County Detention Center. In this event, Telmate shall provide alternate personnel to supply services described herein, subject to the County's approval.

The County shall provide security for Telmate's employees and agents consistent with security provided to County employees employed in the OCDC where Telmate's employees are working. The County shall not be held responsible for any injury to or loss of property of any of Telmate's employees.

Any problems surrounding the Inmate Telephone System and Video Visitation services shall be reported immediately by Telmate to the OCDC Administrator.

Upon expiration, termination, or cancellation of this Agreement, Telmate shall cooperate in an orderly transfer of responsibility and continuity of the services required under the terms of this Agreement to an organization designated by the County. Telmate shall provide and perform any and all of the responsibilities outlined in their bid submitted in response to the County's RFP CW15018 (Inmate Telephone and Video Visitation Service for the Oklahoma County Detention Center.

13. **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 reserves the right to invoice weekly should the sales volume be high. There shall be no cost to the County for this service.

14. **Surveillance**. Telmate and the County realize and agree that the equipment may allow the County to monitor, eavesdrop, and/or otherwise record inmates' use of the equipment. The County understands and agrees that Telmate has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping, and will indemnify and hold harmless Telmate from and against any claims, damages, loss or injury associated with the County or the County's agent's monitoring, eavesdropping or otherwise recording such use.

15. **Trust Fund Deposits and Reporting.** Telmate will provide real-time inmate accounting via the Telmate Inmate Station as described in **Schedule A**. Standard fees apply when this solution is provided to the Facility as set forth in **Schedule A**. Telmate will send an ACH transfer to Facility for Trust and other services deposits twice each month. Payments will be made within thirty (30) days after receipt of invoice. Reporting periods are from the 1st to 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.

16. **Default and/or Termination of Agreement**. If the County or Telmate default in their performance of any obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within thirty (30) 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. On any termination of this Agreement the County allows Telmate reasonable access to the facility in order to remove equipment. Telmate agrees to remove their equipment within thirty (30) days after such termination.

It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving Telmate a thirty (30) day written notice and may terminate immediately if Telmate breaches any of the terms of this contract.

Failure by either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within thirty (30) days from date of receipt of written notice citing the exact nature of such breach.

Failure of the party being notified to take corrective action within the prescribed thirty (30) days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Telmate of the provisions of the contract shall be issued by the Oklahoma County Purchasing Director, and all replies shall be made, in writing, to the Oklahoma County Purchasing Director.

Oklahoma County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations.

At a minimum, Telmate shall be required to pay any difference in the loss of commissions covered by the contract, should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees.

In the event of Termination for Default, Oklahoma County, its agents, or representatives, shall not be liable for loss of any profits anticipated to be made by Telmate.

No waiver by either party of any event of default under this contract shall operate as a waiver of any subsequent default under the terms of this contract.

The County reserves the right to terminate this contract immediately in the event Telmate fails to:

a. meet delivery or completion schedules;
b. otherwise perform in accordance with the accepted proposal and the contract;
c. provide commission payments as so agreed and proposed,
d. correct problems in system operation within a reasonable time from notification of the problems.

Upon expiration, termination, or cancellation of this contract, Telmate shall cooperate in an orderly transfer of responsibility and the continuity of the services required under the terms of this contract to an organization designated by the County.

Telmate shall provide and perform any and all of the responsibilities outlined in their bid (**Schedule B**) submitted in response to the County's CW15018 "Inmate Telephone and Video Visitation Service" for the Oklahoma County Detention Center (**Schedule C**).

Telmate acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the Inmate Telephone and Video Visitation System are the property of the County.

Telmate shall make provisions to put their application software in escrow and grant the County ownership in the event Telmate fails to provide maintenance as agreed.

All Inmate Telephone and Video Visitation System inside wiring shall become the property of the County at the conclusion of the contract.

Telmate agrees to remove its equipment at the conclusion of the contract in a manner that allow the reuse of that wire distribution.

Telmate agrees that the provided PC workstations shall become the property of the County at the expiration, cancellation, or termination of this contract so that the County will have access to all the call records, documentation, reports, data, etc. that are contained in the Inmate Telephone and Video Visitation System.

All call detail records, call recordings, documentation, reports, data, etc shall be provided to the County by Telmate within thirty (30) days of request or termination of the contract at no cost to the County. The data shall be in a workable, software compatible format.

Commissions shall be due and payable by Telmate to the County at the compensation rate provided in the contract until collect, debit, and pre-paid calls are no longer handled by Telmate, not to exceed ninety (90) days.

17. **Liability Indemnification.** Each party shall be responsible for its own acts of negligence.

18. **Confidentiality.** The County 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 the County or the County 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, the County 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. Because of the sensitive nature of the information that the County and its personnel may become aware of as a result of this Agreement, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Telmate's Confidential Information.

The County specifically acknowledges and agrees that the equipment and proprietary software platform furnished by Telmate is Confidential Information, is owned by Telmate, is considered a proprietary trade secret and is a matter of strict confidentiality. The County also acknowledges that the unauthorized use or disclosure of any Confidential Information, including but not limited to the equipment and proprietary software platform, has the potential to cause irreparable harm to Telmate. Accordingly, the County agrees that Telmate may be entitled to seek equitable relief in addition to all other remedies available at law or in equity for any threatened or actual breach of this Agreement.

Telmate acknowledges that the stipulations in this section do not supersede any Federal, State, or Local open records laws and/or statutes. Telmate shall clearly identify any and all information it deems "Confidential Information".

19. **Authority**. The County and Telmate warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

20. **No Implied Waivers.** The failure of either Telmate or the County 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. Nor shall the waiver by either Telmate or the County of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

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.

Contact Person for Telmate shall be:

Kevin O'Neil, President
1108S.E. 6th Street
Ontario, Oregon, 97914
Phone 208-739-8333
Fax 541-889-9630

Contact Person for Oklahoma County shall be:

Jane Gaston, Purchasing Director
Oklahoma County
320 Robert S Kerr, Suite 117
Oklahoma City, OK 73102
Phone 405-713-1490
Fax 405-713-1491

22. **Miscellaneous**. This Agreement shall be construed under and governed by the laws of the State of Oklahoma. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement to include Exhibit A (Call Rates and Customer Charges), Exhibit B (Telmate's CW10018 Proposal Submission), and Exhibit C (Oklahoma County's RFP CW150018 Inmate Telephone and Video Visitation Service), shall be binding upon and inure to the benefit of the County, and Telmate, and Telmate's successors and assigns. This Agreement cannot be modified other than by written instruments signed by both the County and Telmate.

23. **Hold Harmless.** Telmate will defend, indemnify, and hold the County, its officers, and employees harmless against all claims (including without limit quasicontractual claims), liens, and claims of liens for labor performed or material furnished or subcontracted for by Telmate without authorization of the County and against all loss by reason of failure of Telmate

in any respect to fully perform all obligations under this contract. Telmate assumes entire responsibility and liability for loss, expenses, damages, demands, and claims in connection with or arising out of the acts or omissions of Telmate, its subcontractor(s) and their officers, agents, and employees, and shall defend any suit or action based on any such alleged injury or damage and shall pay all damages, costs, and expenses, including attorney's fees in connection therewith or resulting there from.

23. **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 atter herein. This Agreement may be modified or amended only in writing signed by both Parties.

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

OKLAHOMA COUNTY	**TELMATE**
Sign:	Sign:
Name: JOHN WHETSEL	Name: Kevin O'Neil
Title: OK CO SHERIFF	Title: President
Date: JAN 14, 2015	Date: 1/8/15

APPROVED this 28th day of January, 2015 by the BOARD OF COUNTY COMMISSIONERS OF **OKLAHOMA COUNTY.**

SEAL OF OKLAHOMA COUNTY 1890

Brian Maughan
Chairman

Raymond L. Vaughn
Member

Member

ATTEST:

Deputy
Carolynn Caudill, County Clerk

Elected Official

Sheriff John Whetsel

Reviewed and approved as to form and legality

District Attorney 1·20·15

Telmate, LLC

Duly Authorized Representative

SCHEDULE A
RATES

PHONE RATES*

	SURCHARGE	PER MINUTE
CURRENT RATES		
LOCAL - PREPAID	$2.75	$0.04
LOCAL - COLLECT	$3.25	$0.07
LOCAL - QUICK CONNECT	$2.75	$0.00
INTRASTATE - PREPAID	$2.25	$0.10
INTRASTATE - COLLECT	$2.50	$0.12
INTRASTATE - QUICK CONNECT	$2.50	$0.00
INTERSTATE - PREPAID	$0.00	$0.21
INTERSTATE - COLLECT	$0.00	$0.25
INTERSTATE - QUICK CONNECT	$0.00	$0.25
INTERNATIONAL PREPAID	$2.25	$1.00
INTERNATIONAL QUICK CONNECT	$2.50	$1.00

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

SNAP PRICING

Telmate Station Pricing for Video Visitation and Related Services	
Number of Free Local On-Site Visits Per Week	1
Length of Free Visit Session (minutes)	30
Extended Local Visit Price	$0.25 per Minute
Remote Visit Price	$0.50 per Minute
Games	$0.10 per Minute
Internet	$0.10 per Minute
Received Message	Free*
Send Message or Photo	$0.25 per Message

* Inmate is allowed 10 minutes free of charge to read a message. If he exceeds that time, then he will be charged $0.15/min. Average time to read a message is 3 - 5 minutes. Charge is to discourage abuse of the free service. Friends and family members have no such restrictions

** Inmate allowed 10 minutes for flat rate charge listed above to complete order. If they exceed time then they will be charged $0.15/min. Average time to order is 3-5 minutes. Charge is to discourage abuse of free service. If Telmate is charged by the commissary provider for services, these costs will be passed along to the inmate as a service charge.

FEES

Fee	Description
Prepaid Account Setup	$0
Cash Deposit via Kiosk	$2.00 + 9%
Credit Deposit	$5.95 + 9%
Trust Transfer Fee	$.50 plus 9%
Trust Deposit Fee	$2.95 minimum, 2.95%
VoiceMail Fee Per Call	$1.25
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 + Variable Surcharge
VoiceMail Fee Per Call	$1.25
Telmate Verified	$1.00

EQUIPMENT

Existing Installed Equipment at the Oklahoma County Detention Center that Telmate will continue to monitor and maintain under the Terms of this Agreement.

02 roll around phone(s)
05 lobby kiosk(s)
02 booking kiosk(s)
1369 inmate phones(s)
98 video visitation station(s)

Schedule B

Telmate's Bid Submittals

Documents: "Telmate Cost Proposal for Oklahoma County" & "Response to 'CW15018 – Inmate Telephone and Video Visitation Service'"

Schedule C

The Oklahoma Count RFP for Inmate Telephone and Video Visitation Services

Document: "CW15018 – Inmate Telephone and Video Visitation Service"

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE Wednesday, January 28th, 2015 AGENDA

DEPARTMENT: Sheriff's Office REQUESTED BY: Jon Skuta x-1019

REQUISITION NO.: N/A REQUISITION SHEET ATTACHED: ☐ YES ☒ N/A

NAME OF FUNDS: No Cost to County

FUND NUMBERS: N/A

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? ☐ YES ☒ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1 paper and 1 electronic copy

AGENDA ITEM READS AS FOLLOWS:

FY 2014-15 Contract between the Sheriff's Office and Telmate LLC. This is a new contract based on Telmate's bid for CW15018 Inmate Telephone and Video Visitation Services.

APPROVED BY DA (If Applicable)	APPROVED BY ENGINEER (If Applicable)	APPROVED BY PURCHASING (If Applicable)
ASSISTANT DISTRICT ATTORNEY	COUNTY ENGINEER	PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____YES _____N/A

COUNTY CLERK: _____YES _____N/A

Indicate any privacy-protected information that exists_____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST:_____ APPROVED BY:_____
CHAIRMAN

INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made as of the Effective Date (defined below), by and between the Oklahoma County Board of County Commissioners, on behalf of the Oklahoma County Sheriff's Office whose principal address is 201 North Shartel Avenue, Oklahoma City, Oklahoma 73102 ("County") 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, County 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 County hereby agree as follows:

1. **Agreement**. County 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 Oklahoma County Detention Center ("OCDC"), and whose physical address is 201 North Shartel Avenue, Oklahoma City, Oklahoma 73102 ("Facility").

2. **Term**. This contract shall commence on _____ and, by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2015. The terms and conditions of this agreement shall apply to any Telmate equipment installed at the request of the County, after the commencement date and prior to the expiration date.

3. **Renewal**. The County shall have the right to renew this contract for four (4) successive annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of the County. In order for the contract to be continued, the contract shall be renewed on July 1st or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners.

4. **Initial Investment**. The parties recognize that Telmate has invested or shall invest significant up-front resources, infrastructure and equipment in establishing and maintaining the inmate 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 up-front or any payment from County. As such, County agrees not to prevent or disable any functionality of the equipment during the Term of this Agreement.

5. **Commissions**. In consideration for the right to install, maintain, and operate the Equipment within the Facility, Telmate agrees to:

   a. Pay County a monthly commission of sixty nine percent (69%) of the Gross Revenue generated as a result of collect phone calls and a monthly commission of

sixty nine percent (69%) 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. Provided the County and third party obligations set forth in Schedule B are maintained, Telmate further agrees to pay County a monthly commission of fifty percent (50%) of the Gross Revenue generated from remote video visitation provided to the Facility and its residents through use of the Telmate Video Visitation System. Gross Revenue excludes Taxes, Government Imposed Fees or Charges, and any applicable Billing or Security Fees. Such commissions shall be paid by Telmate to the County by check on a monthly basis. Such payment shall be made no later than thirty (30) days following the month in which the revenues were generated from Telmate's equipment. Said commissions checks will be made payable to the Oklahoma County Sheriff's Office and mailed to the attention of the "Finance Department" at the County's address set forth above.

b. A twenty-five dollars per day penalty shall be assessed to Telmate for each day past the thirty (30) day payment deadline. These penalties shall be payable upon Telmate's receipt of an invoice from the County. Telmate's failure to pay the County's commission on a regular, monthly basis shall be grounds for the County to cancel, without penalty, this contract.

c. The County reserves the right to audit Telmate's collection procedures and commission computations, and to terminate the contract if repeated inaccuracies in either procedures or computations are discovered.

d. A detailed statement with the following information shall be provided with each commission payment:

   i. Date of report and time period covered.

   ii. Total billed revenue (Local, Intralata, and Interlata by individual inmate telephone.)

   iii. Phone totals and system totals.

   iv. "Statement of Accuracy" signed by an Authorized Representative of Telmate.

   v. There shall be no charges whatsoever to the County for Telmate's Inmate Telephone System and all additional services. Telmate assumes all financial responsibility for monthly line fees associated with the Inmate Telephone System, billing and collections, fraudulent billing, and uncollectable charges. Such charges shall not be deducted from the County's commissions.

6. **Technology Grant**

Telmate shall provide a yearly technology grant of one hundred thousand dollars ($100,000) for the extent of the Agreement not to exceed five hundred thousand dollars ($500,000). The initial payment will be paid within thirty days (30) from the last signature date of this Agreement.

7. **Website Development**
Mutually develop an agreed upon website for County in which Telmate will host from a technical perspective. Specific timeframes and content of the website will be determined at a later date.

8. **Amount and Location of Equipment**. The exact amount, type and location(s) of the Equipment at County's Facility shall be as per the mutual written agreement of the parties hereto. **Schedule A** shows an inventory of Equipment already installed at Facility.

9. During the term of this contract, Telmate shall install any additional telephones, monitoring equipment, and recording equipment at no cost to the County. This shall include any expansion to the existing facility.

10. **Rates.** The parties to this Agreement shall mutually agree on the initial rates charged for any and all collect calls and any and all prepaid calls made with the use of the Equipment. The initial rates shall be set out in the **Schedule A** attached to this Agreement incorporated herein by reference. Rates for any new features or Equipment not yet established above shall be set by written agreement from all parties in the form of a contract addendum. All rates shall not exceed the allowable tariff day, holiday, evening, and night rates for long distance calls as set by the Oklahoma Corporation Commission. No surcharges, nor any additional charges shall be added to these rates.

11. **Exclusivity**. During the Term of this Agreement, the County grants to Telmate the exclusive right to Inmate telecommunications and video visitation services, the exclusive right and license to provide, install, maintain, and operate, and derive revenue from computer services and equipment, communication equipment governing all inmate calls and electronic communications, including but not limited to local, long distance and international, including but not limited to collect calls, debit calls, within the Oklahoma County Detention Center. During the Term of this Agreement, the County shall not provide to any third party access to Telmate's Equipment.

12. **Maintenance of Equipment**. Provided the County and third party obligations set forth in **Schedule B** are maintained, 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, remove, disconnect, repair, replace, or alter the equipment. The County 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 to enter upon the premises to remove the equipment. The County shall notify Telmate of any misuse, destruction, damage, or

vandalism to the equipment as soon as possible. The County shall exercise reasonable care to prevent damage or destruction of Telmate's equipment.

The County reserves the right to prohibit any of Telmate's employees and/or independent contractors or subcontractors from entering the Oklahoma County Detention Center to perform services with regard to this contract. All Telmate personnel working in the OCDC shall be required to pass a security clearance conducted by the Oklahoma County Sheriff's Office.

All Telmate personnel shall comply with current and future local, state, and federal laws and regulations, court orders, administrative directives, institutional directives, Oklahoma Jail Standards, and the policies and procedures of the OCDC.

Telmate shall be required to provide employees who are adequately trained, honest and reliable, and dressed in a uniform with clearly identifies them as a Telmate employee.

Telmate shall comply with all local, state, and federal laws governing employment.

The Oklahoma County Detention Center is a secure facility. Telmate and its personal shall be subject to and shall comply with all security policies and procedures of the OCDC.

Telmate agrees to obtain the County's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.

Telmate agrees to assume responsibility for all installation of equipment in accordance with the specifications contained in the manufacturer's installation instructions.

The County shall always be notified in writing of any use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the OCDC; such usage is at the risk of Telmate. No exposed wiring shall be permitted. Ownership of any wiring or conduit placed under this Agreement by Telmate becomes the property of the County upon termination or expiration of the Agreement.

Telmate agrees that any cabling work and all new cables that are required for this Agreement shall be CAT 6 and marked clearly and legibly at both ends. Wall faceplates shall be labeled and shall meet all applicable EIA/TIA wiring standards for commercial buildings. All new cabling required by Telmate will be installed by Telmate at no cost to the County.

Installation of all telephones and related equipment shall be accomplished during hours established by the OCDC Administrator and the advice and consent of the Support Services Bureau.

Telmate shall clean up and remove all debris and packaging material resulting from work performed.

Telmate shall restore to original condition any damage to the County's property caused by maintenance or installation personnel associated with Telmate, including repairs to walls, ceilings, etc.

Telmate shall install, repair, and maintain all provided equipment and lines at no cost to the County. All Telmate provided equipment, installation, maintenance, and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of Telmate.

Upon completion of initial installation and ongoing installations, Telmate shall provide the County with a list of telephone numbers, serial numbers, and locations of each unit. This shall be documented on a site map and a wiring schematic.

Telmate shall provide all priority emergency repairs as they are opened, updated and closed by field technicians, detailing the problem and final resolution of said problem. Should the emergency priority repair plan as provided by Telmate not be followed explicitly, Telmate shall be liable for lost commissions during times that equipment was in need of repair and not properly operating. The lost commission shall be calculated by multiplying the average number of calls, visitations, and/or services for each type X (times) the then prevailing rates x (times) the commission rate. The specific commission shall be calculated by the County and the County will advise Telmate of all commissions due. Telmate shall pay the calculated lost commission with the next commission payment due the County. Telmate will be allotted time between the notification and the next commission payment to validate the lost commission.

Telmate shall provide the County with a complete list of contact numbers for its contractors, subcontractors, managers, administrators, technicians etc; Telmate management and emergency telephone numbers shall also be furnished.

Violations of the OCDC policies and procedures may result in Telmate's employees being denied access to the Oklahoma County Detention Center. In this event, Telmate shall provide alternate personnel to supply services described herein, subject to the County's approval.

The County shall provide security for Telmate's employees and agents consistent with security provided to County employees employed in the OCDC where Telmate's employees are working. The County shall not be held responsible for any injury to or loss of property of any of Telmate's employees.

Any problems surrounding the Inmate Telephone System and Video Visitation services shall be reported immediately by Telmate to the OCDC Administrator.

Upon expiration, termination, or cancellation of this Agreement, Telmate shall cooperate in an orderly transfer of responsibility and continuity of the services required under the terms of this Agreement to an organization designated by the County. Telmate shall provide and perform any and all of the responsibilities outlined in their bid submitted in response to the County's RFP CW15018 (Inmate Telephone and Video Visitation Service for the Oklahoma County Detention Center.

13. **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 reserves the right to invoice weekly should the sales volume be high. There shall be no cost to the County for this service.

14. **Surveillance**. Telmate and the County realize and agree that the equipment may allow the County to monitor, eavesdrop, and/or otherwise record inmates' use of the equipment. The County understands and agrees that Telmate has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping, and will indemnify and hold harmless Telmate from and against any claims, damages, loss or injury associated with the County or the County's agent's monitoring, eavesdropping or otherwise recording such use.

15. **Trust Fund Deposits and Reporting.** Telmate will provide real-time inmate accounting via the Telmate Inmate Station as described in **Schedule A**. Standard fees apply when this solution is provided to the Facility as set forth in **Schedule A**. Telmate will send an ACH transfer to Facility for Trust and other services deposits twice each month. Payments will be made within thirty (30) days after receipt of invoice. Reporting periods are from the 1st to 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.

16. **Default and/or Termination of Agreement**. If the County or Telmate default in their performance of any obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within thirty (30) 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. On any termination of this Agreement the County allows Telmate reasonable access to the facility in order to remove equipment. Telmate agrees to remove their equipment within thirty (30) days after such termination.

It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving Telmate a thirty (30) day written notice and may terminate immediately if Telmate breaches any of the terms of this contract.

Failure by either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within thirty (30) days from date of receipt of written notice citing the exact nature of such breach.

Failure of the party being notified to take corrective action within the prescribed thirty (30) days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Telmate of the provisions of the contract shall be issued by the Oklahoma County Purchasing Director, and all replies shall be made, in writing, to the Oklahoma County Purchasing Director.

Oklahoma County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations.

At a minimum, Telmate shall be required to pay any difference in the loss of commissions covered by the contract, should it become necessary to contract with another source, plus reasonable administrative costs and attorney's fees.

In the event of Termination for Default, Oklahoma County, its agents, or representatives, shall not be liable for loss of any profits anticipated to be made by Telmate.

No waiver by either party of any event of default under this contract shall operate as a waiver of any subsequent default under the terms of this contract.

The County reserves the right to terminate this contract immediately in the event Telmate fails to:

a. meet delivery or completion schedules;
b. otherwise perform in accordance with the accepted proposal and the contract;
c. provide commission payments as so agreed and proposed,
d. correct problems in system operation within a reasonable time from notification of the problems.

Upon expiration, termination, or cancellation of this contract, Telmate shall cooperate in an orderly transfer of responsibility and the continuity of the services required under the terms of this contract to an organization designated by the County.

Telmate shall provide and perform any and all of the responsibilities outlined in their bid (**Schedule B**) submitted in response to the County's CW15018 "Inmate Telephone and Video Visitation Service" for the Oklahoma County Detention Center (**Schedule C**).

Telmate acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the Inmate Telephone and Video Visitation System are the property of the County.

Telmate shall make provisions to put their application software in escrow and grant the County ownership in the event Telmate fails to provide maintenance as agreed.

All Inmate Telephone and Video Visitation System inside wiring shall become the property of the County at the conclusion of the contract.

Telmate agrees to remove its equipment at the conclusion of the contract in a manner that allow the reuse of that wire distribution.

Telmate agrees that the provided PC workstations shall become the property of the County at the expiration, cancellation, or termination of this contract so that the County will have access to all the call records, documentation, reports, data, etc. that are contained in the Inmate Telephone and Video Visitation System.

All call detail records, call recordings, documentation, reports, data, etc shall be provided to the County by Telmate within thirty (30) days of request or termination of the contract at no cost to the County. The data shall be in a workable, software compatible format.

Commissions shall be due and payable by Telmate to the County at the compensation rate provided in the contract until collect, debit, and pre-paid calls are no longer handled by Telmate, not to exceed ninety (90) days.

17. **Liability Indemnification**. Each party shall be responsible for its own acts of negligence.

18. **Confidentiality.** The County 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 the County or the County 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, the County 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. Because of the sensitive nature of the information that the County and its personnel may become aware of as a result of this Agreement, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Telmate's Confidential Information.

The County specifically acknowledges and agrees that the equipment and proprietary software platform furnished by Telmate is Confidential Information, is owned by Telmate, is considered a proprietary trade secret and is a matter of strict confidentiality. The County also acknowledges that the unauthorized use or disclosure of any Confidential Information, including but not limited to the equipment and proprietary software platform, has the potential to cause irreparable harm to Telmate. Accordingly, the County agrees that Telmate may be entitled to seek equitable relief in addition to all other remedies available at law or in equity for any threatened or actual breach of this Agreement.

Telmate acknowledges that the stipulations in this section do not supersede any Federal, State, or Local open records laws and/or statutes. Telmate shall clearly identify any and all information it deems "Confidential Information".

19. **Authority**. The County and Telmate warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

20. **No Implied Waivers.** The failure of either Telmate or the County 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. Nor shall the waiver by either Telmate or the County of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

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.

Contact Person for Telmate shall be:

Kevin O'Neil, President
1108S.E. 6th Street
Ontario, Oregon, 97914
Phone 208-739-8333
Fax 541-889-9630

Contact Person for Oklahoma County shall be:

Jane Gaston, Purchasing Director
Oklahoma County
320 Robert S Kerr, Suite 117
Oklahoma City, OK 73102
Phone 405-713-1490
Fax 405-713-1491

22. **Miscellaneous**. This Agreement shall be construed under and governed by the laws of the State of Oklahoma. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement to include Exhibit A (Call Rates and Customer Charges), Exhibit B (Telmate's CW10018 Proposal Submission), and Exhibit C (Oklahoma County's RFP CW150018 Inmate Telephone and Video Visitation Service), shall be binding upon and inure to the benefit of the County, and Telmate, and Telmate's successors and assigns. This Agreement cannot be modified other than by written instruments signed by both the County and Telmate.

23. **Hold Harmless.** Telmate will defend, indemnify, and hold the County, its officers, and employees harmless against all claims (including without limit quasicontractual claims), liens, and claims of liens for labor performed or material furnished or subcontracted for by Telmate without authorization of the County and against all loss by reason of failure of Telmate

in any respect to fully perform all obligations under this contract. Telmate assumes entire responsibility and liability for loss, expenses, damages, demands, and claims in connection with or arising out of the acts or omissions of Telmate, its subcontractor(s) and their officers, agents, and employees, and shall defend any suit or action based on any such alleged injury or damage and shall pay all damages, costs, and expenses, including attorney's fees in connection therewith or resulting there from.

23. **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 atter herein. This Agreement may be modified or amended only in writing signed by both Parties.

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

OKLAHOMA COUNTY	**TELMATE**
Sign:	Sign:
Name: JOHN WHETSEL	Name: Kevin O'Neil
Title: OK CO SHERIFF	Title: President
Date: JAN 14, 2015	Date: 1/8/15

APPROVED this 28th day of January, 2015, by the BOARD OF COUNTY COMMISSIONERS OF **OKLAHOMA COUNTY.**

SEAL OF OKLAHOMA COUNTY 1890

Chairman _____

Member _____

Member _____

ATTEST:

_____ Deputy

Carolynn Caudill, County Clerk

Elected Official

_____

Sheriff John Whetsel

Reviewed and approved as to form and legality

_____

District Attorney 1·20·15

Telmate, LLC

_____

Duly Authorized Representative

SCHEDULE A
RATES

PHONE RATES*

	SURCHARGE	PER MINUTE
CURRENT RATES		
LOCAL - PREPAID	$2.75	$0.04
LOCAL - COLLECT	$3.25	$0.07
LOCAL - QUICK CONNECT	$2.75	$0.00
INTRASTATE - PREPAID	$2.25	$0.10
INTRASTATE - COLLECT	$2.50	$0.12
INTRASTATE - QUICK CONNECT	$2.50	$0.00
INTERSTATE - PREPAID	$0.00	$0.21
INTERSTATE - COLLECT	$0.00	$0.25
INTERSTATE - QUICK CONNECT	$0.00	$0.25
INTERNATIONAL PREPAID	$2.25	$1.00
INTERNATIONAL QUICK CONNECT	$2.50	$1.00

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

SNAP PRICING

Telmate Station Pricing for Video Visitation and Related Services	
Number of Free Local On-Site Visits Per Week	1
Length of Free Visit Session (minutes)	30
Extended Local Visit Price	$0.25 per Minute
Remote Visit Price	$0.50 per Minute
Games	$0.10 per Minute
Internet	$0.10 per Minute
Received Message	Free*
Send Message or Photo	$0.25 per Message

* Inmate is allowed 10 minutes free of charge to read a message. If he exceeds that time, then he will be charged $0.15/min. Average time to read a message is 3 - 5 minutes. Charge is to discourage abuse of the free service. Friends and family members have no such restrictions

** Inmate allowed 10 minutes for flat rate charge listed above to complete order. If they exceed time then they will be charged $0.15/min. Average time to order is 3-5 minutes. Charge is to discourage abuse of free service. If Telmate is charged by the commissary provider for services, these costs will be passed along to the inmate as a service charge.

FEES

Fee	Description
Prepaid Account Setup	$0
Cash Deposit via Kiosk	$2.00 + 9%
Credit Deposit	$5.95 + 9%
Trust Transfer Fee	$.50 plus 9%
Trust Deposit Fee	$2.95 minimum, 2.95%
VoiceMail Fee Per Call	$1.25
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 + Variable Surcharge
VoiceMail Fee Per Call	$1.25
Telmate Verified	$1.00

EQUIPMENT

Existing Installed Equipment at the Oklahoma County Detention Center that Telmate will continue to monitor and maintain under the Terms of this Agreement.

02 roll around phone(s)
05 lobby kiosk(s)
02 booking kiosk(s)
1369 inmate phones(s)
98 video visitation station(s)

Schedule B

Telmate's Bid Submittals

Documents: "Telmate Cost Proposal for Oklahoma County" & "Response to 'CW15018 – Inmate Telephone and Video Visitation Service'"

Schedule C

The Oklahoma Count RFP for Inmate Telephone and Video Visitation Services

Document: "CW15018 – Inmate Telephone and Video Visitation Service"

#38

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: January 14, 2015

COUNTY DEPARTMENT MAKING REQUEST: Sheriff's Office

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:

Review New Contract between the Sheriff's Office and Telmate LLC. This is a new contract based on Telmate's bid for CW15018 Inmate Telephone and Video Visitation Services.

Old Contracts, Bid, and Telmate's response to the bid are included on the CD.

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. **(NOTE:** Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office**).**

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: assigned to SE 1/15/15

REPLY BY DISTRICT ATTORNEY: Ok - although I am concerned that para. 6 has no boundaries as to how this "grant" must be used

RECEIVED
JAN 15 2015
CIVIL DIVISION
DISTRICT ATTORNEY

DAVID PRATER
DISTRICT ATTORNEY

By: S. Elliott
1·20·15

Revised 2003