

AMENDMENT NO. 3 TO CONTRACT WITH TELMATE, LLC

THIS AMENDMENT is executed this 19th day of July, 2016 by and between Telmate LLC, and COUNTY OF NEVADA CARL F. BRYAN II JUVENILE HALL. Said Amendment will amend the prior agreement between the parties entitled Secure Inmate Telephone and Call Monitoring and Services executed on September 11, 2012 by Resolution 12-394, amended on April 14, 2015, by Resolution 15-140 and further amended on May 10, 2016 by Resolution 16-189.

WHEREAS, the parties desire to amend their agreement to modify certain terms following recent changes imposed by the Federal Communications Commission (FCC) and,

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of June 20, 2016.
2. Section 7.3 of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:
 - a. 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.
 - b. Length of Call. Telmate will work with the County to determine the maximum call length at the facility.
3. Section 7.7 of Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the following:

Facility Support Fees shall be paid monthly within forty-five (45) days of the end of the month in which the Facility Support Fees were collected. Payments and reports shall be mailed to: Carl F. Bryan II Juvenile Hall 15434 Highway 49, Nevada City, CA 95959 Attn: Darlene Woo

4. Section 8 of Exhibit A of the Agreement is hereby amended to add the following subsection:
 - 8.4 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.
5. Exhibit B of the Agreement, "Schedule of Charges and Payments," 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 five cents (\$0.05) 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. 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.
- c. The call rate for Intrastate Prepaid Calls will be \$0.20 per minute.
- d. The call rate for Intrastate Collect Calls will be \$0.45 per minute.
- e. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
- f. The call rate for Interstate Collect Calls will be \$0.25 per minute.
- g. The call rate for International Prepaid Calls will be \$0.89 per minute.
- h. The call rate for International Collect Calls will be \$0.89 per minute.
- i. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
- j. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
- k. The fees for Live Operated Assisted Prepaid Deposits will be \$5.95 per transaction.
- l. The fees for Automated Toll Fee Prepaid Deposits will be \$3.00 per transaction.
- m. The fees for Paper Billing will be \$2.00 per transaction.

6. That in all other respects the prior agreement of the parties as previously amended shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By: _____

By: _____
Honorable Dan Miller
Chair of the Board of Supervisors

ATTEST:

CONTRACTOR:

By: _____
JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____