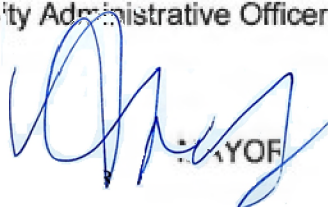


TRANSMITTAL

0150-10463-0002

TO
The CouncilDATE
7/6/17COUNCIL FILE NO.
--FROM
The MayorCOUNCIL DISTRICT
--**Proposed Agreement Telmate, LLC for
Inmate Telephone and Video Visitation Services**

Approved and transmitted for your consideration.
See City Administrative Officer report attached.


CITY OF

(Ana Guerrero)

RHL:TJM:04170139

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 06-29-17	C.D. No. --	CAO File No.: 0150-10463-0002
Contracting Department/Bureau: Police Department		Contact: Nancy Cammarata: 213-486-0378	
Reference: Board of Police Commissioners Transmittal dated April 11, 2017; referred for report April 19, 2017; supplemental information received June 22, 2017.			
Purpose of Contract: To provide inmate telephone services and video visitation systems for the Los Angeles Police Department.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years from the date of execution with two additional one-year optional extensions.	
Contract/Amendment Amount: \$0.00 – There is no cost to the City; Contractor's compensation will be based on fees charged to inmates for per-minute telephone and video usage. Proposed amount \$ 0.00 + Prior award(s) \$ 0.00 = Total \$ 0.00			
Source of funds: Inmate payments for the per minute use of telephones and tablet-based hardware.			
Name of Contractor: Telmate, LLC			
Address: 655 Montgomery Street, 18 th Floor, San Francisco, CA 94111			
	Yes	No	N/A*
1. Council has approved the purpose		X	
2. Appropriated funds are available			X
3. Charter Section 1022 findings completed			X
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: %			N/A
8. Contractor has complied with:	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	X		
b. Good Faith Effort Outreach**	X		
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

RECOMMENDATION

That the Council authorize the Chief of Police, or his designee, to negotiate and execute the attached Professional Services Agreement on behalf of the City with Telmate, LLC, to implement an inmate telephone services and video visitation system for the Los Angeles Police Department, for a term of three years commencing on the date of execution, with two additional one-year optional extensions, and compensation in conformance with Exhibit D – Telmate Fee Schedule, subject to the review and approval of the City Attorney as to form.

COMMENTS

The Los Angeles Police Department (LAPD) requests authority to execute a Professional Services Agreement with Telmate, LLC (Contractor) to replace the existing inmate telephone system with a modern inmate telephone services and video visitation system (Attachment). The new system will offer enhanced telephone call services to inmates in addition to providing access to computer tablets that will allow for video visitation between inmates and their friends/family. The tablets will also provide inmates access to educational, spiritual, addiction-recovery, and entertainment content as well as allow them to send and respond to notifications between inmates and LAPD personnel. Since

 TJM	 Analyst	04170139	 Assistant CAO	 City Administrative Officer
--	--	----------	--	--

the contractor will be compensated solely by fees collected from inmates based on per-minute and per-transaction usage rates (see Exhibit D of Attachment – Telmate Fee Schedule), there will be no cost to the City to implement the system.

BACKGROUND

In order to identify a contractor to implement a new inmate telephone services and video visitation system, the Department conducted a Request for Proposals (RFP) process between March 26, 2015 and May 28, 2015. A mandatory Bidder's Conference was held and four vendors submitted proposals with the following results:

Vendor Name	<i>Telmate, LLC</i>	<i>Legacy Inmate Communications</i>	<i>Global Tel Link</i>	<i>Court Video Conferencing Services, LLC</i>
Score	126.82	113.81	108.38	75.17
Rank	1	2	3	4

The evaluation criteria for the RFP considered proposer's costs, technical capabilities, qualifications of the proposing companies, including, but not limited to, the experience of key vendor personnel, existence of any pending litigation, judgements, or canceled contracts, and whether the vendors were in compliance with the City's various Ordinances. Additionally, the top three scoring proposers were invited to present their products. Based on the scores resulting from the evaluation criteria and the in-person presentation, the Department selected Telmate, LLC.

As is the case with the current telephone system, inmates will be charged for using the telephone and tablet resources; however, rates for prepaid and collect calls will be reduced from .65 cents per minute at current rates, to .41 cents under the new vendor. Rates for non-call, tablet-based services will be .05 cents per minute. The vendor will provide a 24/7 customer service response system for inmates encountering technical or billing problems with the system, as well as 24/7 support for inmate family and friends needing assistance with contacting inmates and/or billing issues. Inmates will be able to access video visitation with family/friends through the system's tablet-based tool. Each jail will continue to have a TeleType/Telecommunications Device for the Deaf (TTY/TTD) compliant equipment for inmates with hearing disabilities.

The vendor will pay a facility support fee of .24 cents per minute to the City's Inmate Welfare Fund (Fund) for telephone calls and 25-percent of tablet-based revenue with anticipated payments of approximately \$169,375 annually. The Fund pays for expenses that benefit inmates such as capital repairs/improvements and equipment. For example, the Fund has provided for various improvements, including: Cameras needed to ensure the safety of inmates; the build-out of a medical dispensary; an exhaust system; cell floor repair; and televisions for inmate entertainment. The City Attorney has reviewed Fund expenditures in response to a June 2015 audit of the Fund performed by the Department and found that the expenditures were in compliance with California Penal Code Part 3, Title 4, Chapter 1, Section 4025 (e), Section 4025 (b), and Title 7, Chapter 1, California Department of Corrections and Rehabilitation, Section 5006.1 (Other Related Matters) which authorizes the establishment of the Fund and its allowable expenditures.

As this contract provides for telephone and other information technology and includes no labor component, a Charter Section 1022 Determination is not applicable. According to the Police Department, the Contractor has complied with all City contracting requirements, policies, and procedures.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund as the contractor, Telmate, LLC, will be compensated solely through fees collected from inmates based on per-minute and per-transaction usage rates.

RHL:TJM:04170139

Attachment

Attachment

LOS ANGELES POLICE COMMISSION

**BOARD OF
POLICE COMMISSIONERS**

MATTHEW M. JOHNSON
PRESIDENT

STEVE SOBOROFF
VICE PRESIDENT

SANDRA FIGUEROA-VILLA
SHANE MURPHY GOLDSMITH
CYNTHIA McCLAIN-HILL

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

April 11, 2017

BPC #17-0130

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Attention Mandy Morales

Dear Honorable Mayor:

**RE: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH TELMATE, LLC,
FOR INMATE TELEPHONE SERVICES (ITS) AND VIDEO VISITATION SYSTEM (VVS)
FOR THE LOS ANGELES POLICE DEPARTMENT**

At the regular meeting of the Board of Police Commissioners held Tuesday, April 11, 2017, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

BPC#17-0130
RECEIVED ZG

APR 05 2017

March 31, 2017
14.1

POLICE COMMISSIONERS

REVIEWED

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police


RICHARD M. TEFANK
EXECUTIVE DIRECTOR
4/6/17
DATE

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
TELMATE, LLC FOR INMATE TELEPHONE SERVICES (ITS) AND VIDEO
VISITATION SYSTEM (VVS) FOR THE LOS ANGELES POLICE
DEPARTMENT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached Professional Services Agreement with Telmate, LLC, subject to approval by the City Attorney as to form and legality.
2. That the Board TRANSMIT the Agreement to the Office of the Mayor for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

On March 26, 2015, the City issued a Request for Proposals (RFP) seeking qualified firms to provide Inmate Telephone Services and a Video Visitation System for the LAPD. The City reviewed Contractor's Proposal and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City.

On January 19, 2016, the Board approved the selection of the Contractor to provide Inmate Telephone Services and Video Visitation System for the LAPD. The City and Contractor intend to enter into a three-year Agreement. At the discretion of the LAPD, the Chief of Police may extend the term of the Agreement for two additional one-year periods and for any additional period of time as is required to complete any necessary close-out activities, subject to LAPD needs and satisfactory performance by the Contractor.

Should you have any questions regarding this matter, please contact Michael Hyams, Commanding Officer, Risk Management Legal Affairs Group, at (213) 486-8730.

Respectfully,


CHARLIE BECK
Chief of Police

Attachment

**BOARD OF
POLICE COMMISSIONERS**
Approved *April 11, 2017*
Secretary *Maria Sir*

INTRADEPARTMENTAL CORRESPONDENCE

March 16, 2017
14.1

TO: Chief of Police

FROM: Commanding Officer, Risk Management Legal Affairs Group

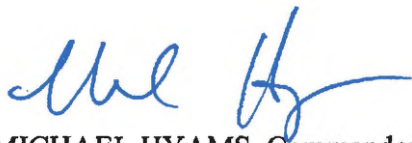
SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH
TELMATE, LLC FOR INMATE TELEPHONE SERVICES (ITS) AND VIDEO
VISITATION SYSTEM (VVS) FOR THE LOS ANGELES POLICE
DEPARTMENT

It is requested that the Chief of Police review, approve, and transmit to the Board of Police Commissioners (Board) the attached Agreement between the Los Angeles Police Department (LAPD) and Telmate, LLC for Inmate Telephone Services (ITS) and Video Visitation System (VVS) for the LAPD. The Office of the City Attorney has approved the attached contract as to form and legality.

On March 26, 2015, the City issued a Request for Proposals (RFP) seeking qualified firms to provide Inmate Telephone Services and Video Visitation System for the LAPD. The City reviewed Contractor's Proposal and determined that the Contractor has the experience and qualifications to provide the type and level of service required by the City.

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Should you have any questions regarding this matter, please contact Senior Management Analyst Nancy Cammarata, Risk Management Legal Affairs Group, at (213) 486-0378.



MICHAEL HYAMS, Commander
Commanding Officer
Risk Management Legal Affairs Group

Attachments

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: TELMATE, LLC

**TITLE: INMATE TELEPHONE SERVICES (ITS) AND VIDEO
VISITATION SYSTEM (VVS)**

CONTRACT NO. _____

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**AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
TELMATE, LLC**

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as "LAPD" or "Department") and Telmate, LLC, a California corporation (hereinafter referred to as "Telmate" or "Contractor").

RECITALS

WHEREAS, the Inmate Welfare Fund Committee was established by the Los Angeles Police Department Manual to oversee and monitor the usage of the Inmate Welfare funds; and

WHEREAS, the Inmate Welfare Fund receives its monies from commissions received on the collect calls made by inmates when they are housed in jails; and

WHEREAS, the Inmate Telephones are installed by a telephone company for the use by inmates to converse with family and friends while detained in the Los Angeles Police Department Jail Facilities; and

WHEREAS, the LAPD has a desire to replace its existing systems with a fully developed state-of-the-art Inmate Telephone Services (ITS) and Video Visitation System (VVS); and

WHEREAS, the cost for the City to develop and provide Inmate Telephone Services and a Video Visitation System is not economical due to the time and labor involved in administering its own program; and

WHEREAS, Contractor submitted a proposal in response to the LAPD's March 26, 2015 Request for Proposals (RFP No. 14-734-003) for Inmate Telephone Services and Video Visitation System; and

WHEREAS, the City evaluated all of the responses submitted to said RFP and found that the Contractor's proposal was the most advantageous to the City; and

WHEREAS, the Board of Police Commissioners approved, on January 19, 2016, the recommendation by staff of the selection of Contractor; and

WHEREAS, the Contractor will provide and install, at no expense to the City, Inmate Telephone Services and Video Visitation System to the LAPD jail facilities; and

Commanding Officer
Custody Services Division
Los Angeles Police Department
180 N. Los Angeles St.
Los Angeles, California 90012
Main Phone Number: (213) 356-3450

The representatives of Contractor shall be:

Rob Gordon
1096 SE 6th Street
Ontario, OR 97914
Phone: (541) 709-0900
Gordon@telmate.com

Kelly O'Neil
1096 SE 6th Street
Ontario, OR 97914
Phone: (503) 891-9734
Kelly@telmate.com

Carey F. Sullivan
1096 SE 6th Street
Ontario, OR 97914
Phone: (503) 939-6694
Carey@telmate.com

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

To Company:

Telmate, LLC
655 Montgomery St., 18th Floor
San Francisco, CA 94111
Phone: (415) 300-4367
Email: Pablo@telmate.com
Attn: Pablo Nichols

To Premise Provider:

Los Angeles Police Department
Custody Services Division
180 N. Los Angeles St.
Los Angeles, CA 90012
Phone: (213) 356-3450
Attn: Commanding Officer

- D. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) working days of said change.

Requests, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

2.3 Final System Acceptance and Approval

- A. Upon completion of all tasks, services and deliverables set forth in this Agreement, including Exhibit B, Statement of Work ("SOW"), revenue generated from the Inmate Telephone Services and Video Visitation System ("System") in accordance with Section 5 and Exhibit D, Telmate Fee Schedule, shall be paid to the LAPD within thirty (30) calendar days after the City's written approval of Contractor's Notice of System Completion. The City's approval of the Notice of System Completion shall be issued by the City in accordance with this Section and after the Contractor has met the requirements for System completion established in this Section. City's review of the System's acceptability shall include, but is not limited to testing and accepting or rejecting the System, confirming that the System meets the requirements as specified in Exhibit B of this Agreement.
- B. Upon completion of the System, Contractor must provide City with a System Acceptance Test Report and Notice of System Completion for the System, certifying that:
 - 1. Contractor has completed all work as set forth in this Agreement, including all Exhibits, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.
 - 2. Contractor has provided deliverables to City that meet the requirements set forth in this Agreement and Exhibit B, Statement of Work ("SOW"), for the System which Contractor seeks Final System Acceptance; and
 - 3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.
- C. City shall either approve/sign or reject Contractor's Notice of System Completion. If City approves Contractor's Notice of System Completion, it shall constitute formal acceptance of all of Contractor's tasks, services, and deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, the City shall issue within fifteen (15) days, a Notice of System Rejection specifying the reasons for such rejection. City and Contractor shall meet immediately,

B. Staff Size

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with Section 2.2, Statement of Work to be performed.

C. Identification of Key Personnel

Key Contractor personnel to be assigned to this Agreement are identified in Exhibit E, Contractor's Key Personnel. Key Contractor personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement.

- D. City considers the services of Contractor's Key Personnel listed in Exhibit E, essential to Contractor's performance under this Agreement. Contractor shall not reassign any key personnel without City's prior written consent. City shall have the right to approve or disapprove the reassignment of Contractor key personnel listed in Exhibit E for any reason at its sole discretion. Notwithstanding the above, City's consent for removal/reassignment of Contractor's Key Personnel shall not be required when such Key Personnel: 1) is dismissed by Contractor for misconduct; 2) fails, in Contractor's sole discretion, to perform his or her duties and responsibilities pursuant to this Agreement; or 3) is unable to work.

3.2 Changes to Key Personnel

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

3.3 Subcontractors

A. Subcontracts/Joint Participation Agreements

With prior written approval of City, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and City or any obligation on the part of City to pay, or to be responsible for the payment of, any sums to any subcontractors.

SECTION 5 FINANCIAL OBLIGATIONS

5.1 Contractor's Financial Obligation/Compensation to the City:

- A. Contractor shall perform the services described herein and shall provide and maintain the Inmate Telephone Services and Video Visitation System at no cost or charge to the City.
- B. As compensation for allowing Contractor to install its Inmate Telephone Services and Video Visitation System on the premises, Contractor will pay the Inmate Welfare Fund in accordance with the rates and fees specified in Exhibit D, Telmate Fee Schedule. Compensation is payable to the LAPD, Custody Services Division, Inmate Welfare Fund, no later than the 10th of each month.
- C. Contractor agrees to provide Inmate Communication Services (the Inmate Telephone Services and Video Visitation System) at a performance level that meets or exceeds the specified performance objective(s) in accordance with the Service Level Agreements (SLAs) specified in Exhibit C, Deliverables, Facility Support Schedule & Service Level Agreements. The SLAs lay out the metrics by which each service is measured, and the remedies or penalties, if the agreed-upon levels are not achieved by the Contractor. If the specified service levels are not met, then the contractor is required to issue specified credits. The SLAs contain specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and the Contractor must comply with those KPIs. For each KPI, the Contractor is required to meet the specified Acceptable Quality Levels (AQLs).
- D. Contractor will provide the LAPD a forty-five (45)-business day implementation schedule all of the Inmate Communication Services (the Inmate Telephone Services and Video Visitation System).
- E. If any payments are not received by the LAPD within the period specified in Exhibit D, Telmate Fee Schedule, the LAPD is entitled to recover interest thereon. Said interest shall be at the rate of ten (10) percent per annum or any portion thereof (based upon a 365/66-day year) calculated from the date payment is due.
- F. The Contractor shall mail all payments to the Department at the following address:

Commanding Officer
Custody Services Division
Los Angeles Police Department
180 North Los Angeles Street
Los Angeles, CA 90012

SECTION 7 SUSPENSION AND TERMINATION

7.1 Suspension

City may suspend all or part of the project operations for failure by Contractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

- A. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
- B. Within ten (10) working days Contractor must reply in writing setting forth the corrective actions that shall be undertaken, subject to City approval in writing.
- C. Performance under this Agreement shall be automatically suspended without any notice from City as of the date Contractor is not fully insured in compliance with this Agreement. Performance shall not resume without the prior written approval of City.

7.2 Termination for Convenience

- A. City may terminate this Agreement or any part hereof for convenience upon giving the other party at least thirty (30) calendar days' written notice prior to the effective date of such termination, which date shall be specified in such notice.
- B. All completed deliverables, or portions thereof, prepared by Contractor under this Agreement shall be delivered to City.
- C. In the event that Contractor ceases to operate (i.e. dissolution of corporate status, declaration of bankruptcy, etc.), Contractor shall provide to City copies of all materials related to completed deliverables specified in this Agreement.
- D. Upon termination, City shall compensate Contractor for any Services performed in accordance with this Agreement for which Contractor did not receive payment prior to termination.

7.3 Termination for Cause

City may terminate this Agreement for cause by giving Contractor a written notice of breach. Contractor shall have ten (10) calendar days from the date of City's notice of breach to cure, or diligently commence to cure such breach. City's notice of breach must include a time and location for the individuals identified in

Statement of Work to be Performed, and consistent with Section 2.2 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 5.1(A) of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B. Change Proposal

Within twenty (20) calendar days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;
2. Schedule impact of the change for current and subsequent deliverables;
3. Impact of the change on any other part of this Agreement;
4. Estimated California Sales Tax impact, if any;
5. The period of time for which such statement is valid, but not less than sixty (60) days; and
6. City contract number and date of contract.

D. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Exhibit "F", specifying the change to be made and all of the particulars set forth in Section 8.2(C) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Exhibits hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 10, Disputes, of this Agreement.

this Agreement will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, Project Manager and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, Project Manager and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor will require that all its employees, Project Manager, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a

SECTION 13 ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

13.2 Number of Originals and Exhibits

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. Exhibits A-F listed below are incorporated herein by this reference:

Exhibit A – Standard Provisions for City Contracts (rev. 3/09)
Exhibit B – Statement of Work
Exhibit C – Deliverables, Facility Support Schedule & Service Level Agreements
Exhibit D – Telmate Fee Schedule
Exhibit E – Contractor's Key Personnel
Exhibit F – Project Change Authorization Form

13.3 Order of Precedence

In the event of any inconsistency between the terms, Exhibits, specifications or provisions that constitute this Agreement, the following order of precedence shall apply in the order listed herein:

- 1) This Agreement between the Los Angeles Police Department and Telmate, LLC.
- 2) Exhibit A – Standard Provisions for City Contracts (rev. 3/09)
- 3) Exhibit B – Statement of Work
- 4) Exhibit C – Deliverables, Facility Support Schedule & Service Level Agreements
- 5) Exhibit D – Telmate Fee Schedule

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

EXHIBIT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 3/09)

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PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or the the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of the Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTORS** shall remain responsible for performing all aspects of

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of CITY contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a CITY contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the CITY for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the CITY, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Contracts.

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the CITY'S supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provision of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interest May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

Required Insurance and Minimum LimitsName: Telmate, LLCDate: 01/20/2017Agreement/Reference: Inmate Telephone Services (ITS) and Video Visitation System

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** \$1,000,000
☒ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000
☐ **Professional Liability** (Errors and Omissions)

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐☐ **Pollution Liability**☐☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**100% of the contract price☐ **Crime Insurance**

Other: _____

STATEMENT OF WORK

Telmate's Products & Services:

- 1.1 Telmate will install, at its sole cost and expense, telephones, tablets, equipment, internet, Wi-Fi, and software as required for the provisioning of the inmate telephone & communications service system. Telmate will also install, at its sole cost and expense, all industry standard upgrades and/or improvements, of telephones, equipment, and software as for the provisioning of the inmate telephone and communication service system within sixty (60) DAYS OF SUCH DATE GENERALLY MADE AVAILABLE. For upgrades that ARE LIMITED RELEASE, REQUIRE additional hardware associated with the new feature, contain features offering new functionality or for third-party applications or platforms that are made available by Telmate, these will be made available to the LAPD at no charge to the LAPD.
- 1.2 Telmate will maintain the System in good condition at all times. All maintenance or repair work, whether performed remotely or on site, shall be exclusively performed in such a manner to minimize the disruption of the inmate communication service system. 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 LAPD shall permit employees or contractors of Telmate reasonable access in order to provide such service, repair, and maintenance on equipment. The LAPD shall notify Telmate of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. The LAPD shall exercise reasonable care to prevent damage or destruction of Telmate's equipment. Only during the term of the Agreement, and barring any unforeseen breach of the Agreement by Telmate, Telmate may not remove the Equipment without written mutual consent.

System Features and Services:

1. Call recordings shall be stored during the term of the Agreement (e.g. life of contract) and all extensions and shall be available to the LAPD by the current access for two (2) years from the expiration or termination of service, or from the date the System is upgraded or changed to another platform. Upon the termination of the contract the call recordings shall be transferred to a mutually agreed upon storage media such as CD-ROM/DVD/External hard drive. Video recordings shall be stored a minimum of 180 days.
2. In order for Telmate to provide inmate phone prepaid sales, Telmate must have a real-time prepaid sales integration, which requires (a) a real-time integration with the inmate accounting third-party vendor/commissary; and (b) the accounting third-party vendor processing real-time inmate prepaid sales. Telmate will provide a detailed

- equipment, routers, bandwidth limitations, or software
- 25% or more of calls are dropped in a 24-hour period
- Entire system failure
- Any monitoring/taping function is not fully operational

Response time, technician on site, and completion of repairs and deficiency resolution to the LAPD's satisfaction will be made within 6 hours of initial notification by the LAPD's initial service request to Telmate.

Service outages ≤ 6 hours will incur no credit to the LAPD.

Service outages between 6 hours and 12 hours will incur a \$75 per hour credit to the LAPD.

Service outages between 12 hours and 24 hours will incur a \$100 per hour credit to the LAPD.

Service outages over 24 hours will incur a \$150 per hour credit to the LAPD.

Priority Two - Severe (Includes but not limited to):

- 10% to 24% of a single housing unit's (Block / Module / Dorm / Pod) telephones are out of service
- 10% to 24% of calls are dropped in a 24-hour period
- 10% to 24% or more of calls placed in a 24-hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software
- More than ten (10) Inmates are not able to make telephone calls as a result of a single telephone is out of service
- One entire housing unit that is not in operation or one inmate phone not operational

Response time, completion of repairs, and deficiency resolution to the LAPD's satisfaction is made within 24 hours of initial notification of initial notification by the LAPD's initial service request to Telmate.

Service outages over 24 hours will incur a \$100 per hour credit to the LAPD.

Priority Three - Minor (Includes but not limited to):

- One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use.
- Intermittent dropped calls or $<10\%$ of calls are dropped
- Intermittent poor voice quality on calls or $<10\%$ of calls experience poor voice quality

Response time, completion of repairs, and deficiency resolution to the LAPD's satisfaction is made within 2 business days of initial notification by the LAPD's initial service request to Telmate.

Public Kiosks: Telmate will provide a tough, secure and reliable public-facing cash and credit card kiosks that are fully integrated with the ITS. The kiosks allow friends & family to verify their identity, make cash deposits, purchase prepaid calling and pay various other fees that the facility collects. For increased security, the kiosks are capable of photographing users and scanning IDs and sharing that data via the vendor's Web-based ITS.

FEATURES

Telmate will make the following features available from the offender phone solution at no cost to the LAPD:

Auditing/Reporting: Telmate will include a comprehensive offender communication reporting system. Offender phone usage (by offender and by phone station) will be fully auditable, and data will be available to facility staff.

Web-Based Software: Telmate will provide Web-based access to phone system command and control capabilities, including, but not limited to, the ability to suspend an offender or friends and family privileges for a set amount of time or until a specified date and time. Telmate's solution will be compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be natively accessible from both Microsoft Windows and Apple OS X platforms.

Newly Booked or Moved Individuals: Telmate's phones will automatically allow access to newly booked offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: Telmate will ensure that no offender-to-offender communication will be allowed through the described system.

Continuous Upgrades: To ensure maximum security, compatibility and feature support, Telmate will always provide the latest version of all ITS software throughout the life of the contract and any extensions.

Trust Integration: Telmate's phone solution will integrate with the customer's existing trust fund solution, allowing offenders to pay for phone use directly from their trust fund account.

Jail Management System/Offender Management System (JMS/OMS): Integration: Telmate will import and update the names, offender numbers, and other offender record data from the customer's existing jail or offender management system at a frequency of at least 15 minutes. This integration will allow offenders to access the phone system without requiring any additional data entry by facility staff.

to, based on their location information in the OMS, increasing security and reducing the risk of fraud. This functionality can be selectively turned on or off as required.

Alarm/Alerts: Telmate's ITS has alerts that can be set on a per offender, per destination number, per station, or combination. The alert system is capable of alerting investigators of calls from specific offenders, to specific destination numbers, and between a specific offender and destination number. Additionally, investigators may elect to allow or deny an offender call via their smartphone.

TELMATE VIDEO VISITATION DESCRIPTION OF SERVICES NETWORK AND HARDWARE

Equipment Ownership & Maintenance: Telmate will provide a secured offender device for video visitation, commissary ordering, and offender education. The system will be fully integrated with ITS, providing the LAPD with a single management system for video visitation and offender phone calls. The described device is an offender-hardened high-security device capable of being installed in offender areas.

Equipment Ownership & Maintenance: The equipment will be owned by Telmate, and Telmate will be responsible for all installation, maintenance and ongoing support.

Prime Provider: Telmate will be the prime developer and provider of the offender video visitation solution and services.

Visitation Recording Equipment: Telmate's recording system is software based and does not require or utilize third-party video conferencing equipment to record and store recordings.

Remote Visitation: Telmate's system will be capable of connecting offender stations with remote users using standard, widely available home computer equipment or smartphones over the Internet. Remote visitation works via a Web browser, including Internet Explorer, Firefox, Safari, and Chrome, or a smartphone application.

Secure Network: Telmate offender visitation equipment will run over a secure network that includes content filtering, a proxy server, and a firewall configured to allow only approved addresses and content.

An Independent Network: All video visitation equipment will utilize a separate dedicated network for all visitation services.

Auditing/Reporting: Telmate will include a comprehensive offender visitation reporting system. Offender visits will be fully auditable, and data will be available to facility staff.

Full-Access Control Software: For security and to reduce fraud, Telmate will limit access to visitation stations to offenders who are designated in the OMS to be in the same housing unit.

No Escalation of Privileges in the Event of Failure: Telmate will ensure that in the event of any component failure, the event will not be capable of inadvertently changing administration rights of users that may grant them more control of the system.

Newly Booked or Moved Individuals: Telmate's visitation system will automatically allow access to newly booked offenders, or offenders who are moved between housing units, without staff involvement.

No Offender-to-Offender Communication: Telmate will ensure that no offender-to-offender communication will be allowed through the described visitation equipment.

Web-Based Software: Telmate will provide Web-based access to visitation command and control capabilities, including, but not limited to, the ability to suspend an offender or friends and family privileges for a set amount of time, control scheduling if desired, manage user access controls, and real-time viewing and interrupt of video visits. Telmate's solution is compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be accessible natively from both Microsoft Windows and Apple OS X.

PIN-based Login: Telmate will provide a PIN-based offender login to allow access to be customized to the offender who is using each visitation station.

Trust Integration: Telmate's visitation solution will integrate with the LAPD's existing trust fund solution, allowing offenders to pay for visitation time (or the use of other services provided by visitation equipment) directly from their trust fund account.

Integrated with Phone System: Telmate's video visitation system will be integrated with the current offender phone provider to ensure an integrated video and calling solution with single-user sign in.

Automated Identity Verification: Telmate will provide an automated PAN enrollment process that positively confirms the identity of each friend or family member by comparing personal identification information provided by the enrollee against national databases.

Same PAN as Phones: Telmate's video visitation system will utilize the same PAN process and system as the offender phone system, allowing approved friends and family to visit without re-registration or re-approval.

Concurrent Recording: Telmate's system is capable of recording video visits conducted on all visitations stations concurrently.

JMS/OMS Integration: Telmate will import and update the names, offender numbers, and other offender record data from the customer's existing jail or offender management system at a frequency of at least 15 minutes. This integration will allow offenders to access the visitation system without requiring any additional data entry by facility staff.

No Cost to the Customer: Telmate will provide all hardware and services at no cost to the LAPD.

Tablets Not Tied to Single Phone Vendor: The LAPD cannot guarantee that the offender phone vendor, Telmate, will remain the same throughout the time period in any tablet contract or agreement. Because of this, all offender tablets will be able to operate with all of the described features, regardless of which vendor provides offender phone service.

Secure Wireless Network: Telmate tablets will run over a secure wireless network using a unique virtual private network (VPN) per tablet connection to ensure encrypted communications. Cellular network communication (such as Edge, LTE, 3G, and 4G) is inherently insecure and will not be utilized.

An Independent Network: Tablets will utilize a separate dedicated network for all tablet services.

Auditing/Reporting: Telmate will include a comprehensive offender tablet reporting system. Offender tablet usage (by offender and by tablet) will be fully auditable, and data will be available to facility staff.

Full-Access Control Software: Telmate will limit access to tablets to offenders currently in the same housing unit as the tablet itself.

Web-Based Software: Telmate will provide Web-based access to tablet command and control capabilities, including, but not limited to, the ability to suspend an offender or friends and family privileges for a set amount of time or until a specified date and time. Telmate's solution will be compatible with Chrome, Safari, Firefox and Internet Explorer Web browsers, and will be accessible from both Microsoft Windows and Apple OS X platforms.

Access Control by Group and Individual: Telmate will provide the ability for staff to block tablet access for specific offenders or groups for a pre-defined period of time in the event of a disciplinary event.

Security Layers: Telmate will ensure that all networked traffic utilizes a proxy server and firewall configured to only allow approved addresses and content.

No Escalation of Privileges in the Event of Failure: Telmate will ensure that in the event of any component failure, the event will not be capable of granting escalated access privileges.

Newly Booked or Moved Individuals: Telmate's tablets will automatically allow access to newly added offenders, or offenders who are moved between housing units, without staff involvement.

FEATURES

Telmate will make the following features available from the offender tablet solution at no cost to the customer:

Digital Grievances: Telmate will provide a complete digital offender grievance and offender request system, available to users of the offender tablets. This system will allow the creation, publishing, and management of digital forms and allow submissions to be routed directly to specific individuals. The system will also support follow-up communication with the staff member who receives the submission.

Routing of Requests: Telmate will allow LAPD staff to control the routing of submitted digital requests and grievances to key LAPD staff.

Religious Content: By default, Telmate tablets will provide content to help meet the needs of offenders of diverse religious beliefs, to include, Bible, Koran, Torah, Book of Mormon as required by the LAPD.

Educational Content: Telmate's tablet solution will have the capability of displaying current and/or future educational content.

Legal Research/Law Library: Telmate's tablet solution will have the capability of displaying facility-provided Web/ HTML-based legal research/law library content in order to reduce offender escorts to and from the law library. Telmate will support a variety of 3rd-party law library systems in the event that the 3rd-party provider changes in the future.

Secure Messaging: To reduce mailroom volume, Telmate will provide a messaging solution that allows offenders and approved contacts to exchange electronic typed messages. This solution will trigger alarms based on watchwords, allow text searches across messages, and permit facility staff to conduct speedy reviews of messages.

Photo Sharing: To reduce physical photographs being introduced into the facility, Telmate will provide a photo-sharing solution that allows approved contacts to share digital photos with offenders. Telmate will manually review each photo for nudity and offensive behavior before it may be seen by the offender.

Entertainment: Offender tablets will provide entertainment options for offenders, including sports scores, music, non-violent games, and other offender appropriate entertainment.

Content Blocking: In advance of installation, and upon customer request, Telmate will allow the customer to block specific content offerings either temporarily or permanently if the customer anticipates that the content will provide problems for their facility.

Offender Customer Service: Telmate will provide an automated voicemail solution for offenders to leave requests directly for the Telmate's in-house customer service (dropped call credit, prepaid information, etc.) and receive notification of a resolution.

Multi-Lingual: Telmate will provide friends and family customer service over the phone in Spanish and English. Offender call prompts will be available in any or all of the following: English, Spanish, Tagalog, Korean, Vietnamese, Cantonese, Russian, Mandarin, French, Haitian Creole, and Navajo.

Instant Refunds: Telmate's live US-based bilingual customer service representatives have the ability to instantly refund incorrect charges, or payments for dropped calls 24/7.

No Penalties: There is no additional cost or penalty to the customer for any features or hardware described in this offer.

Implementation and Training Plan

At Telmate, we pride ourselves on our ability to provide a seamless transition of services for every facility, no matter how large or small. Today, we provide service to facilities of all sizes, including over 21 facilities with over 1,000 beds. We have successfully managed implementation and turn-on at all of these locations and we will bring the same experience and professional service to LAPD.

After award of contract we will conduct an on-site survey and compile this data along with the information obtained from the walk through and IFB. We will also conduct a needs assessment and review the current policies and procedures of the facility from intake to housing and release of the inmate population. This process will allow us to show how we can possibly improve business and operational processes in the facility to possibly reduce staff time involvement through the operations of the jail by providing additional solutions of the Telmate system. From here we will provide possible recommendations, additional products and review the scope and scale of the project. Once we agree to the products being installed we will move to contract execution and discussion of our implementation timeline and plan.

Our implementation team will consist of our director of operations, director of facility installations, VP of business development, project manager and your local account manager.

Below we have included a sample installation plan for LAPD. Of course, we will modify the implementation plan as needed to accommodate LAPD.

The implementation strategy includes organizational meetings and tasks associated with the conversion from the current LAPD system to Telmate's proposed system. During the implementation process Telmate will work closely with LAPD to ensure the installation schedules are adhered to as each site is cutover and the installation procedures are complete. Bi-weekly coordination meetings prior to cutover will be conducted to review action items and activities during installation phases. Progress on the implementation plan will be regularly communicated to LAPD.

LAPD – Common Specifications							
Call Time Limit					No limit		
Availability					24 hours per day; 7 days per week		
Suicide Telephones					Standard inmate telephones		
Cord Length					12 inches		
Visitation Schedule					Monday – Thursday: Friday – Sunday:		
Unit Name/Description							
Jail	Beds	ADP	Inmate/ Detainee Telephones	Tablets	Charging Stations	Kiosks	Cordless Phones
MDC	551	145	117	10	5	2	1
Valley Regional Jail	249	121	31	10	5	1	6
77 th Regional Jail	181	103	22	10	5	1	1
Hollywood Jail	54	12	7	0	0	1	1
Pacific Jail	36	10	8	0	0	1	1
Harbor Jail	65	0	11	0	0	0	1
Devonshire	50	0	3	0	0	0	1
Wilshire Jail	50	0	3	0	0	0	1
Southwest Jail	50	0	3	0	0	0	1
Foothill	36	0	8	0	0	0	1

To meet network service coordination requirements, Telmate will order the required network services immediately upon award. This will allow us to ensure that the network provider has the required resources to provide service.

The Telmate system requires minimal on-site hardware, and our centralized call processing means that all of the most complex equipment and software is already installed, maintained, and backed up at our distributed redundant data centers. This makes our on-site installation quick and efficient.

Telmate will coordinate with the appointed project administrator and the conversion will take place during times when the inmate telephone service will not be disrupted. Generally, our recommended installation times are between 8:00AM and 8:00PM, but we can install hardware whenever is most convenient for facility staff. Telmate understands that the designated facility staff will provide access and escort services for Telmate employees during the conversion and installation process. Telmate recommends transitioning phones one-at-a-time and coordinating training to occur on or close to the changeover to Telmate.

Our installations typically proceed in the following stages:

Implementation Meeting

Following the receipt of a signed contract, Telmate will meet with LAPD for preliminary project planning. This discussion will include, at a minimum, the following topics:

- Site survey scheduling
- Identify implementation teams
- Contract Requirements (hardware, software, etc.)
- Identify main contacts for JMS/OMS/commissary integrations

Project kick-off will happen as soon as possible once the paperwork is finalized. The first week the core project team from Telmate will meet with the LAPD project team.

At the preliminary meeting Key Team members and stakeholders will be identified. A POC for each Jail will be identified. The Scope of Work will be reviewed to verify there have been no significant changes since the RFP was released. A preliminary project plan and installation schedule will be reviewed. We will schedule pre-stall site inspections the same week.

Installation Phase

In this phase, Telmate will replace LAPD's existing inmate telephone system in all facilities. The installation will be scheduled to occur simultaneously with the removal of the current Global Tel*Link system.

Installation of Back Office Equipment

This process begins with the installation of all required back office equipment in a secure perimeter of each facility, close to the demarcation point. Telmate will perform complete diagnostic testing of the back office equipment to ensure optimal operation before proceeding.

Testing and Configuration of Software

Prior to installing hardware, Telmate will configure all software to be used as part of our inmate communication solution. This configuration includes the following tasks:

- Entry of calling rules
- Entry of blocked numbers
- Entry of rate information
- Testing of FTP file transfer to confirm accuracy and completeness

End-to-End Application Testing

Figure 1 shows an overview of Telmate's End to End testing process, showing that we provide testing and validation in each phase of the project. During the Testing phase, we ensure that we have Test Cases that test from the beginning of a scenario to completion.

excellent coordination, not only between testing teams, but for ongoing changes and corrections resulting from test failures.

Acceptance test planning begins when requirements for the software are formally accepted and baselined. Test plans and tests must be high quality, covering areas most important to the operation in order to instill confidence that the software is good, so adequate planning is vital. Early planning helps ensure test quality.

There are two types of testing: verification and validation. Verification involves evaluating, reviewing, inspecting, and checking products such as requirements, designs, documentation, and code. Validation generally involves executing the actual code and is computer-based. It is what is usually thought of as testing.

Telmate performs its own extensive acceptance testing, and this includes sign-offs throughout the transition to the new Telmate ITS. The facility is welcome to work with Telmate and share a combined acceptance test plan, or perform an independent verification. At a minimum, Telmate acceptance testing will:

- Certify to LAPD that the system is installed and ready for acceptance testing.
- Perform sample testing and quantitative comparisons of ITS system to ensure that any data integration information is accurate and complete via record counts, and sample testing.
- Tone, test, and verify integrity of all phone and data lines.
- Run proprietary testing algorithms to verify onsite and offsite equipment meets or exceeds specifications.
- Perform proprietary carrier testing. Manually test all phones for sound quality, volume and voice biometrics.

Follow-up team will confirm installation team checklist accuracy and completeness via manual inspection and testing of all equipment. Perform latency testing to ensure all workstations are performing to specification. Perform load and latency testing to ensure that adequate bandwidth has been provisioned. Verify staff and administrative training via testing and

Pertinent details include:

- Planned corrective actions when appropriate
- Status of any previously initiated corrective actions or risk mitigations
- List of any anticipated circumstances that might impair or prevent on-time delivery of equipment or other deliverables or completion of scheduled events
- List of any anticipated changes in key project personnel with reason for change explained
- Confirmed or updated schedules for anticipated deliverables, and if applicable the expected date of completion for each phase of the project

Issue Management

Telmate has a proactive approach to Issue Management. In a development environment, our team is proactive with ensuring quality management practices of audits, reviews and inspections are incorporated in to our schedule. We will create a Test that will have defined process and procedures for problem logging, problem resolution, tracking of unresolved problems, problem escalation procedures, and problem closeout and reporting practices. Telmate uses JIRA to track, report, and manage development issues.

The following section provides an overview problem logging, problem resolution, tracking of unresolved problems, problem escalation procedures, and problem closeout and reporting practices.

Problem Identification and Logging

Telmate subscribes to the preventative maintenance approach in supporting our deployed equipment. The primary goal of Telmate's maintenance program is to avoid or mitigate the consequences of failure to our deployed equipment. Telmate's goal for this approach is to prevent equipment failure before it actually occurs. Planned maintenance and condition based maintenance schedules help achieve this goal. We preserve and restore equipment reliability by replacing worn components before they actually fail.

site visits. Once an issue has been logged, it can be followed all the way through to completion.

The Telmate issue and action item tracking system includes the following information:

- Issue description
- Issue priority
- Issue status
- Plan for resolution
- Individual responsible for resolution
- Targeted resolution date
- Actual resolution date
- Resolution action

Each issue will have a priority based on the following definitions:

1. **Critical** - Results in a complete Solution outage and/or is detrimental to the majority of the development and/or testing efforts. There is no workaround
2. **Serious/Severe** - Solution functionality is degraded with severe adverse impact to the user and there is not an effective workaround.
3. **Moderate/Minor** - Solution functionality is degraded with a moderate adverse impact to the user but there is an effective workaround.
4. **Minor/Cosmetic** - No immediate adverse impact to the user.

Telmate information is tracked in the Telmate ITS Platform. The Telmate System is always performing diagnostics; it is built into the system. On the back end, when a problem is uncovered, Telmate's automated system will create a system alert, and dispatch automatic messages to service personnel on duty. These alerts, and their associated status, are trackable within Telmate's Web-based system. Alerts can also be sent to the facility personnel if desired. Telmate has established extensive escalation protocols to ensure that any system anomaly is dealt with immediately.

Telmate's issue tracking system will escalate the issue if it is not acknowledged or resolved quickly. Our diagnostic tools keep our system running smoothly and reduce the need for site visits. Once an issue has been logged, it can be followed all the way through to completion.

Name	Duration	Start	Finish	Complete	Cost	Work
Telmate Inmate Telephone System, Tablet and Kiosk Installation Project Plan for LAPD	90.0 d			0 %	\$0.00	0 h
Project Initiation	15.0 d			0 %	\$0.00	0 h
Upon contract execution a kick-off meeting with the Core team from Telmate and LAPD will be scheduled. Scope of Work reviewed, POC assigned for each Jail	3.0 d			0 %	\$0.00	0 h
Circuit Orders will be placed based on preliminary engineering and design work	1.0 d			0 %	\$0.00	0 h
Final review of equipment requirements with LAPD. Equipment orders placed. Once approved orders will be placed	1.0 d			0 %	\$0.00	0 h
Follow up site Inspections will be scheduled if necessary	2.0 d			0 %	\$0.00	0 h
Internal team meetings for QA, Data Migration, Risk assessment will begin	1.0 d			0 %	\$0.00	0 h
Conduct Site Inspections	2 d			0 %	\$0.00	0 h
Demarc and ITS, Circuit analysis, IDF and MDF room Inspections, Inmate telephone Inspections and TDD Location inspection	7.0 d					
Voice Biometrics - environmental evaluation and testing	3.0 d					
Team 1 Site Inspections	5.0 d			0 %	\$0.00	0 h
MDC	2.0 d			0 %	\$0.00	0 h
Valley Regional Jail	2.0 d			0 %	\$0.00	0 h
Pacific Jail	1.0 d			0 %	\$0.00	0 h
Wilshire Jail						
Southwest Jail						
Team 2 Site Inspections	8.0 d			0 %	\$0.00	0 h
77th Regional Jail	2.0 d			0 %	\$0.00	0 h
Hollywood Jail	2.0 d			0 %	\$0.00	0 h
Harbor Jail	2.0 d			0 %	\$0.00	0 h
Devonshire	2.0 d			0 %	\$0.00	0 h
Foothill						
Tablet location inspection, charging stations, wireless access points, switches, server location						
Project Planning	15.0 d			0 %	\$0.00	0 h
Review and finalize the following plans. Assign a lead for each one.	15.0 d			0 %	\$0.00	0 h
Quality Assurance Plan	2.0 d			0 %	\$0.00	0 h
Data Integration Plan	3.0 d			0 %	\$0.00	0 h
Test Plans	2.0 d			0 %	\$0.00	0 h
Finalize engineering requirements and Bill of Materials. Update equipment order	2.0 d			0 %	\$0.00	0 h
Telmate and LAPD to review installation timeline for telephone equipment, tablets, kiosks, network, wiring, servers	2.0 d			0 %	\$0.00	0 h

Post-Installation Phase: Acceptance Testing and Training

Once the installation has been completed, Telmate will perform acceptance testing to ensure LAPD is satisfied. This typically includes verification that the installed products are functioning, and that facility staff have been trained to LAPD's satisfaction. Additionally, Telmate will provide MPLS VPN Wide Area Network diagrams.

As part of our acceptance testing, our installing technician will fill out a completion checklist. We have included a sample completion checklist for both phones and Tablets on the following page.

Following our Sample Completion Checklist, we present a sample Implementation Plan for installation of telephone services at LAPD facilities, and also an Implementation Plan for installation of video visitation services. Note that these installations can take place concurrently. Please note that this is only a sample; our Project Manager will work with LAPD to develop a mutually amenable implementation plan.

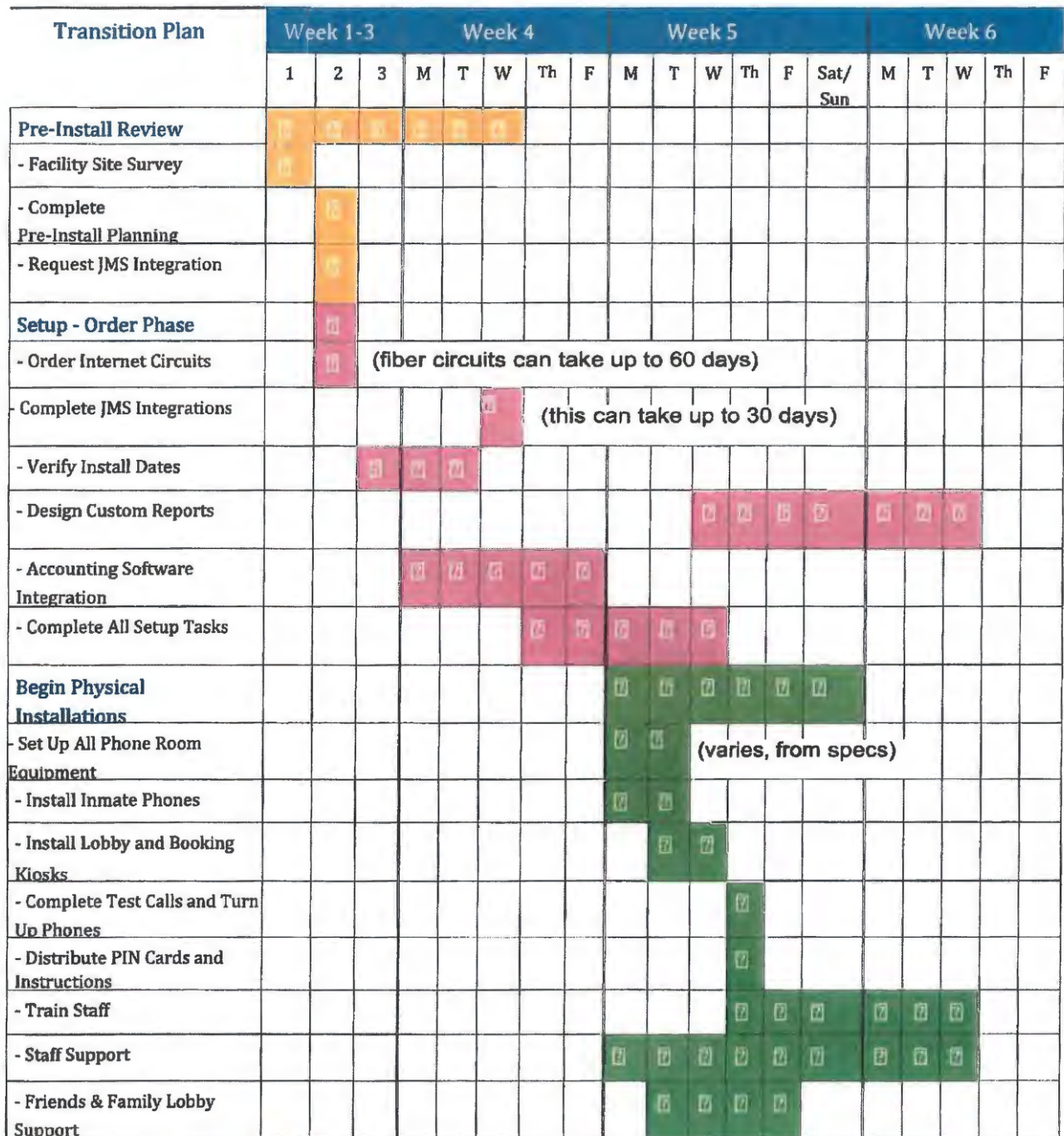
A description of Telmate's training follows the Implementation Charts.

Post-Provisioning Checklist for Tablets

Install Manager _____	Facility _____
Tablet	
Date _____	
ROM Version (Last 4 digits) _____	
Wi-Fi Coverage checked in all areas	
Reboot Device (Hold power for 5+ seconds)	
Check Charging (Verify Lightning Bolt Icon)	
Check Lock/Unlock feature	
Login/Funding	
Login _____	
View Balance _____	
Add Funds (Verify options are green when clicked)	
Applications	
Invite a Contact/Send Message _____	
Check Store/Install and Run App _____	
Verify App is not Visible with 2nd PIN	
Check Photo App _____	
Launch Music/Listen _____	
Launch Movie/Watch _____	
Test 3+ Games Title 1 _____ Title 2 _____ Title 3 _____ Others _____	

Implementation Gantt Chart: ITS Only

First 90 Days After Signing Contract



Training

Telmate will be wholly responsible for creating and delivering a specific training program for LAPD. Training sessions will be conducted with live Telmate instructors. All training materials, handouts, and supporting documentation will be provided free of charge. At LAPD's election and direction, Telmate will train designated staff so that they can conduct end-user training sessions as needed.

All training will be performed at LAPD, and will use LAPD equipment. The training location should include training aids such as a projector, whiteboard and workstations. The training workstation should include a fully licensed version of all relevant software running against a system, which contains live data for the system users.

Telmate will provide experienced professional trainers to conduct all training through on-site, one-on-one, group classroom training sessions, and online instructor-led classes. Training is job-specific to make the most of the staff's time, and can be provided during multiple shifts to ensure full coverage of the facility. Telmate training programs coupled with our easy-to-understand system interface, documentation, and help resources will enable facility staff to use all features the first day of installation.

In addition to standard training, Telmate can design and offer specific, customized classes focused on various LAPD agency functions like: creative investigations, optimal live call monitoring, and gaining operational efficiencies through system administration of inmate grievances, requests, crime tips and PREA reports.

Telmate shall, at a minimum, supply the LAPD with the following core training-related items and initiatives:

- Implementation and ongoing training are provided by Telmate for the life of the contract.
- Telmate offers two types of training: on-site and via the Internet/Web. Telmate training will include, but is not limited to, on-site training sessions, online training sessions via the Web.
- Telmate shall provide Internet/Web, and Web-based support resources and videos that will be available to staff on demand via Telmate's User Interface.
- All training is acknowledged and verified: All participating staff and Telmate trainers must complete and sign a training acknowledgement

Course Module	Objective
Activities	<ul style="list-style-type: none"> • Setting up devices to meet your requirements • Using administrative reports
Monitoring Activities	<ul style="list-style-type: none"> • Reviewing Call Detail Records (CDRs) • Monitoring live calls • Listening to recorded calls • Reviewing messages • Using monitoring reports • Saving calls and burning to CD
Investigation Activities	<ul style="list-style-type: none"> • Using CDRs for investigations • Reviewing inmate communications • Recognizing trends in inmate activity • Uncovering inmate relationships • Using other investigative tools to collect actionable evidence
Super User Activities	<ul style="list-style-type: none"> • Learning time-saving tips and tricks • Discussing actual facility situations and turning evidence into intelligence • Troubleshooting for operational and maintenance staff to minimize unnecessary service calls

User Type	Training Courses	Duration	Validation
LAPD Project Staff (Staff Category)	Telephones, Video, Visitation, and Tablets	One hour per course	Vendor Quiz
Solution Users (Investigator Category)	Investigative Tools for Phones, Video, Visitation, and Tablets	One hour per course	Vendor Quiz
Executives (Administrator Category)	Telephones, Video, Visitation, Tablets	One hour per course	Vendor Quiz

Telmate's Help Center

To help instruct new facility personnel on our system, Telmate offers videos, manuals and answers to FAQs through a Help Center that is easily accessible from Telmate Command. There are currently over 20 short videos on various topics including how to listen and shut off phone calls, how to add notes to a phone call and how to monitor live calls. Telmate is continually adding videos to the library and will accommodate any request LAPD may have for a particular video.

Our tutorial videos cover most of the topics discussed in our training classes, and are always available.

From within the Help Center, users can select the video they wish to watch. Videos can be watched from within any standard Web browser. A full transcript is available for each video, suitable for printing or emailing.

In addition to training videos, the Telmate Help Center offers training manuals for the various staff functions that can be downloaded at any time. These training manuals are user-friendly and cover the entire ITS system.

necessary business tools with them each night. Should the San Francisco office become uninhabitable, all staff are fully equipped to work from home.

Should the one of the two data facilities become inoperable, the other facility operates as a live fail-over and services will be switched over. All data from one facility is backed up at the other, allowing services to continue with minimal disruption.

IMMEDIATE REACTION:

1. If a data center becomes inoperable, staff will migrate all services to the other data center. Databases are constantly updated and redundant at all times. If both datacenters become inoperable, standby servers are co-located at a 3rd cloud-based hosting provider. These standby servers would be used to restore operations until a primary datacenter can be brought back online. Data from the standby servers is stored in a 3rd off-site backup, which is updated every 24 hours.
2. Data centers are operated by 3rd party service providers. Disaster Recovery Manager will contact the service provider of the affected facility to determine the extent of the damage, and when, and if services can be resumed.
3. If the administrative offices become damaged, building evacuation plan will be followed. Disaster Recovery Manager takes head counts to ensure all employees have been accounted or if there is staff missing. Everyone must remain in the staging area in this location until called upon for disaster relief or released to return home. The Disaster Recovery Manager must insist everyone released return directly to their home in the event their services will be needed later.

CRISIS MANAGEMENT TEAM MOBILIZED:

The Crisis Management Team has management over all business recovery efforts during a disruption. The team will approve all expenditures related to the recovery of the damaged facility. They will approve changes in day-to-day activities, scheduling of resources and acquisition of services and hardware. They will be the only part of the organization that will have the authority to execute a Declaration of Disaster. All departmental/business unit requests must be channeled through the Crisis Management Team. The Crisis Management Team will work from Telmate Administrative Offices in San Francisco, CA. If the Administrative Offices are unusable, the Crisis Management Team will work from a secondary office procured outside the disaster area.

Logistical Support Mobilized:

The Disaster Recovery Manager will provide acquisition and administrative support to all teams; arrange for supplies and other non-technical resources necessary for recovery. This would include arrangements for temporary staffing, training, mass transportation and vehicles, food, flight and hotel accommodations.

decision to relocate the Offices to a secondary location. For security purposes, do not publish the location of the secondary location.

- If Datacenter or Datacenters are inoperable, notify the Technical Recovery Team of the decision to relocate.
- Advise the Technical Recovery they will be contacted when at the appropriate time for their recovery.
- There will be high priority work that must be completed in order to satisfy the recovery objectives; lower will be done during the evening or brought on-line later based on the equipment available and the R.T.O.

COORDINATE ORIENTATION MEETING WITH TEAM LEADERS/ALTERNATES:

This is the meeting the Crisis Management Team will have with the Disaster Recovery Manager and Alternates. This meeting must be held with some members over the phone.

- Define Strategy for Recovery based on the current information available.
 - ☐ Modify with follow-up meetings as situation changes or more is learned.
- Determine time for teams to report to the Secondary Administrative Offices.

EVALUATE THE ADEQUACY OF INVENTORY OF HARDWARE IN THE RECOVERY SITE:

- Determine if current resources will support Recovery Time Objective. If necessary, obtain approval to order additional hardware to support recovery.

EVALUATE THE NEED FOR ADDITIONAL HARDWARE FOR THE BUSINESS RECOVERY SITE:

- Determine if there is a sufficient number of PCs and peripherals.
- If necessary, obtain approval to order additional hardware to support recovery from the Crisis Management.

INITIATE TELEPHONE CALLING TREE:

Disaster Recovery Manager and Alternates will begin calling members.

- The Disaster Recovery Manager and Alternates should advise team members of declaration of disaster.
- Advise members to report to the secondary Administrative Offices (if necessary).
- Team members should mobilize their teams consistent with their Recovery Time Objective.
- Advise Alternates members to stand by for instructions regarding a time to report to the secondary Administrative Office.

- ☐ What expectations are there in regard to timing for support or service and training requirements?
- ☐ How is the vendor to contact you?
- What impact are processing procedures going to have on records backup procedures?
- Advise the vendor or service bureau that these are shared workstations; verify with them the hours of operation you will be working.
- Vendors and service bureaus should not be given any more information than is necessary.

COMMUNICATE WITH CUSTOMERS AND/OR OTHER KEY CONTACTS:

The Client Relations Director will:

- Notify them of business interruption.
- When customer access to services is impacted by a significant business disruption, customers will be notified by whatever expedient means is available (telephone, e-mail, etc.). If Telmate is unable to continue business operations, customers will be notified of an alternative platform provider that will provide telephony services to each facility affected.
- The Crisis Management Team should determine what information is required to communicate for purposes of recovery.
- What support or service is required? (This will depend on the extent of the interruption).
- What expectations are there with regard to the timing for support or service and training requirements?
- What impact is a disruption in processing procedures going to have on call records and Detainee prepaid accounts?
- Other contacts, like vendors and service bureaus should not be given any more information than is necessary.

RESTORE BUSINESS RECOVERY INFRASTRUCTURE AT RECOVERY SITE:

- Disaster Recovery Manager will restore the business recovery site infrastructure.
- Contact outside service suppliers needed to support recovery of Infrastructure.

RESTORE WORKSTATION APPLICATIONS AND DATA FILES AT BUSINESS RECOVERY SITE:

- Provision Internet access.
- Restore "off-the-shelf" software on local workstations.
- Restore access rights.
- Employees involved in recovery will have access to recovery site 24/7.

VERIFY STATUS OF TELECOMMUNICATIONS:

The Technical Recovery Team will

- Restore connectivity of voice communications
- Communicate realistic times for connectivity to the Crisis Management Team
- Call local and long distance carriers for support, if necessary
- Escalate the problem solving efforts to the Crisis Management Team when priorities are in conflict or if the disruption cannot be resolved within the RTO

PREPARE TO BEGIN DATA SYNCHRONIZATION:

The Technical Recovery Team should meet with The Crisis Management Team to prepare for the next stage of recovery

SUPPORT DATA SYNCHRONIZATION:

- Assist in synchronization of data necessary before beginning forward recovery process.
- Do Not begin Recovery if the first three stages of Functional Restoration Processes have not been completed and the impacts of that will negatively impede ongoing processing.
- Post recovery synchronization will be performed on Detainee call records, debit balances, refunds, etc. All databases will be fully synchronized.

SUPPORT FORWARD RECOVERY:

- Initiate procedures to ensure systems are ready and business units can begin to process incoming transactions.
- Hardware and software should be in place to allow for generation of data, documents, printed media, and all other forms of output.
- All teams should be available to participate in Recovery.

EVALUATE OPERATIONAL STATUS:

- Crisis Management Team must assess current operational capabilities and determine if additional resources are required. Include hardware, software and personnel.
- Requirements should be reported to the Crisis Management Team.

APPENDIX A

Crisis Management Team

The Telmate Recovery team will include those listed below as well as team members from contracted companies as needed.

Name	Recovery Role	E-Mail
Richard Torgersrud	Executive Management	richard@intelmate.com
Dinh Huynh	Director of Finance	finance@intelmate.com
Lisa Garcia	Accounting	ap@intelmate.com
Kathryn Jarrell	Client Relations Director	kathryn@intelmate.com
Morgan Collins	Project Manager	morgan@intelmate.com
Grant Gongaware	Lead Programmer	grant@intelmate.com
Scob White	Technical Support	scob@intelmate.com
Nick Garcia	Technical Support	nick@intelmate.com
Damon Garrison	Technical Support	damon@intelmate.com
Kevin O'Neil	Executive Management	kevin@intelmate.com

- Securing workstations (screen lock or logout) prior to leaving area to prevent unauthorized access
- Enabling a password-protected screen saver with a short timeout period to ensure that workstations that were left unsecured will be protected
- Complying with all applicable password policies and procedures
- Ensuring workstations are used for authorized business purposes only
- Never installing unauthorized software on workstations
- Storing all sensitive information on network servers
- Keeping food and drink away from workstations in order to avoid accidental spills
- Securing laptops that contain sensitivity information by using cable locks or locking laptops up in drawers or cabinets
- Complying with the Anti-Virus policy
- Ensuring that monitors are positioned away from public view. If necessary, install privacy screen filters or other physical barriers to public viewing.
- Ensuring workstations are left on but logged off in order to facilitate after-hours updates. Exit running applications and close open documents
- Ensuring that all workstations use a surge protector (not just a power strip) or a UPS (battery backup)
- If wireless network access is used, ensure access is secure

User Access and Password Policy

- Users will only be given sufficient rights to all systems to enable them to perform their job function. User rights will be kept to a minimum at all times.
- Users requiring access to systems must make a written application on the forms provided by the I.T. Department.
- The system administrator will be responsible for the maintaining the data integrity of the end-user department's data and for determining end-user access rights.
- Access to the network/servers and systems will be by individual username and password, or by smartcard and PIN number/biometric.
 - Usernames and passwords must not be shared by users.
 - Usernames and passwords should not be written down.
 - Usernames will consist of initials and surname.
 - All users will have an alphanumeric password of at least 8 characters
 - Passwords will expire every 90 days and must be unique.
 - Intruder detection will be implemented where possible. The user account will be locked after 3 incorrect attempts.
- The I.T. Department will be notified of all employees leaving the Organization's employment. The IT Department will then remove the employees' rights to all systems.
- Network/server supervisor passwords and system supervisor passwords will be stored in a secure location in case of an emergency or disaster; for example, a fire safe in the IT Department.
- Auditing will be implemented on all systems to record login attempts/failures, successful logins and changes made to all systems.
- I.T. Department staff will not login as root on to UNIX, Linux systems, but will use the "su" command to obtain root privileges.
- Use of the root username on Linux systems and the Administrator username on Windows is to be kept to a minimum.
- Default passwords on systems such as Oracle and SQLServer will be changed after installation.
- On UNIX and Linux systems, rights to rlogin, ftp, telnet, ssh will be restricted to IT Department staff only.
- Where possible users will not be given access to the UNIX, or Linux shell prompt. Access to the network/servers will be restricted to normal working hours. Users requiring access outside normal working hours must request such access in writing on the forms provided by the IT Department.
- File systems will have the maximum security implemented that is

Emergency Evacuation

In the event of an emergency, it is the sponsoring employee's responsibility to ensure that the Visitor remains in the Evacuation marshaling area.

Emergency Coordinators will tally all Visitors using the Visitor Check-In information (using either the preferred online method or the fall-back paper sheets). *Visitors will not leave the property until it is confirmed with the Emergency Coordinators that they have successfully evacuated the building.*

Multiple Day Visits and Longer Term Contracts

Visitors who are at Telmate LLC for multiple days must follow all procedures associated with this policy (Check-In, Check-Out, etc.) on each day of their visit. Longer term contractors can be sponsored for a photo-ID badge and would then fall under the Long Term Contractor Policy.

Visitors and Groups Requesting Tours of the Facility

At this time no Facility tours are given. This is due to the confidential nature of Telmate LLC's ongoing business operations.

Network or System Access

Consultants or other Visitors that require internet network access can freely access the Visitor Wireless Network. Access to this network requires agreement to the terms and conditions of network use.

Visitors who require access to production IT networks will need permission from their employee sponsor, who will arrange temporary credentials. Part of this procedure will require the Visitor to review the *Acceptable Use Policy*. After credentials are arranged, activities on the network will be subject to the *Acceptable Use Policy*. Visitor use of employee credentials is not permitted under any circumstances.

Contractors making changes to production systems on Telmate LLC production networks are subject to the IT and Production Systems Change Control Policy. In these cases, employee sponsors are required to review this policy with affected Visitors and ensure that the lead time and exceptions sections especially are clearly identified.

Remote Access to Telmate LLC networks are governed by the Telmate LLC Remote Access Policy.

On Courtesy

All employees of Telmate LLC are to bear in mind at all times that all Visitors are either Customers or potential Customers. Even in the case of clear violations of this policy, all actions, dealings and conversations are to be courteous in nature.

Responsibility

Administration of the Check-In / Check-Out procedure is the responsibility of identified individuals in each facility. In most facilities it is a duty of the main Reception Desk.

Penalties

Violation of any of the requirements in this policy by any Visitor can result in similar disciplinary action against the sponsoring employee, and can also result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

Technology Equipment Disposal**Policy Overview**

Technology equipment often contains parts which cannot simply be thrown away. Proper disposal of equipment is both environmentally responsible and often required by law. In addition, hard drives, USB drives, CD-ROMs and other storage media contain various kinds of Telmate LLC data, some of which is considered sensitive. In order to protect our data, all storage mediums must be properly erased before being disposed of. However, simply deleting

TELMATE HARDWARE

Included is information about the following types of Telmate Hardware in this section:

- Telmate Phone Telephones
- Telmate Phone TDD/TTY Devices
- Telmate Phone Cordless Phones
- Telmate Kiosk: Lobby
- Telmate Kiosk: Booking
- Telmate Tablets
- Telmate Phone Uninterruptible Power Supply (UPS)

Telmate Phone

Telmate installs only the highest quality phones and parts available. All of our phones are designed specifically for correctional institutions and encased in high security, 14-gauge stainless steel. The armored keypads are constructed of heavy chrome metal and the handsets use armored cord with steel lanyards and heavy 14-gauge steel retainers. The phones contain no removable parts and are designed and installed in way that prevents safety hazards to users, and minimizes vandalism and destruction of property. Phones are well secured to walls and inmates cannot remove them. All phones are purchased, installed and maintained by Telmate.

Telmate uses the Quadrum Telecom 6Q2 and 7Q "Tough Guy" security phone models. Phones have a warranty of 12 months and Telmate will replace any broken phones, handsets or other phone equipment.

TDD/TTY Devices

Telmate can provide the LAPD with TTY/TDD devices as needed. Below is a sample TTY/TDD device (Harris Communications TDD Superprint 4425), which is fully compatible with our system, and Telmate can provide this specific model or a similar model of the LAPD's choosing. ALL calls, including TDD/TTY calls, are routed through Telmate's secure, unified platform.

Superprint 4425

One of the most technologically advanced TTYs, the Superprint 4425 features a built-in printer, direct connect with two built-in phone jacks, plus auto-busy redial, three-way calling and TTY transfer. Auto answer takes messages when you aren't available.

Features:

- **Built-in 24-character printer** — prints everything you type in lowercase letters and everything the other person types in uppercase letters.
- **3 selectable print sizes** — choose from normal, bold or wide sizes.
- **32k memory** — enough to save hundreds of memos and telephone numbers.
- **Automatic date/time printing** — printed at the beginning of each call.
- **Turbo Code™ and Auto ID™** — Turbo Code® lets you have "real-time" conversations with other Turbo Code® TTYs while Auto ID™ indicates to other callers that you're using a TTY.
- **E-Turbo** — for simplified relay calling.

Superprint 4425 TDD/TTY Device



Telmate's ADA-Compliant Automated Lobby Kiosk

The Telmate kiosk offers friends & family a convenient, accessible and localized option to add funds to any inmate account. Deposits may be made to inmate prepaid accounts from any Telmate kiosk in any facility we service.

At Telmate we design, build & service our own lobby kiosks.

Our automated kiosks decrease the time facility staff would ordinarily spend accepting and processing payments from visitors, as well as expand payment options to include cash, credit and debit cards. When our kiosks are integrated with commissary systems, friends & family may also use them to deposit money into an inmate trust fund.

Please note that there are no servers, and there is no data storage hardware installed on-site in a standard installation. This minimizes the likelihood of an on-site failure,

and means that no one facility is dependent on any other facility for the kiosk to be operational.



Features

- Rugged powder-coated steel housing.
- Adjustable height integrated camera with full range of view.
- Full color touch screen monitor behind tamper-proof coating.
- ID Scanner plate for secure ID verification of depositors.
- Magnetic stripe reader for both ID and credit/ debit cards.
- Cash intake device and receipt printer.
- Deposits can be audited directly through Telmate Command.

Specifications

Kiosk Dimensions	51"H x 18.5" W x 7" D
Kiosk Base Dimensions	18.5" W x 26" D
Meets ADA Requirements	YES

Hardware Specifications - Telmate Tablet

Operating System Telmate Custom OS (based on Android TM 4.1)	Battery WiFi:9.5 hours, 4325mAh, *2 16Wh Li-polymer 3G:9 hours, 4325mAh, *3 16Wh Li-polymer
Display 7" WXGA (1280x800) Screen	Dimensions 198.5 x 120 x 10.45 mm
IPS Panel 10 finger multi-touch support	Weight 340g
Memory 1GB	Interface Headset Jack, 1x micro-USB, 2x Digital microphone, 2x High Quality Speakers, 1x Docking PIN
Storage 16 GB*1	
Camera 1.2 MP Front Camera	
Sensor G-Sensor, Light Sensor, Gyroscope, E-compass, GPS, NFC, Hall Sensor	

Notes:

*1: 8GB/16GB: May vary by SKU and country.

*2: Battery life may vary by use. Stated battery life measured by playing 720p video at 100 nits brightness, with an external headset, Wi-Fi turned on.

*3: Battery life may vary by use. Stated battery life measured by playing 720p video at 100 nits brightness, with an external headset, Wi-Fi turned on.

SERVICE LEVEL AGREEMENT FOR INMATE TELEPHONE SERVICES

I. Definition of Service Level Agreement

- a. This Service Level Agreement (SLA) is an agreement between the LAPD and Telmate to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then Telmate is required to issue specified credits.
- b. The Inmate Telephone Services contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and Telmate must comply with those KPIs. For each KPI, Telmate is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 1 lists each KPI and the performance level requested by the LAPD. Performance is aggregate-based, meaning that the performance is to be measured at the LAPD hierarchy level (of the LAPD's billing organization) over a one-calendar-month period.

Project Status Reports: Telmate must prepare and submit Project Status Reports during the System Integration Period to the LAPD. Telmate will submit such reports to the LAPD and the LAPD Designee on the 1st and 15th of each month or the next working day if the due date falls on a Saturday, Sunday or holiday. Such reports must, at a minimum, state:

- A. Period covered by the report
- B. Project progress and plans
- C. Issues tracking, including deficiencies
- D. Project schedule including work scheduled for completion, which was completed, and work scheduled for completion, which was not completed
- E. Updates to the Project Control Document
- F. Project risks identified through the quality assurance process; and
- G. Any other information that the LAPD may reasonably require

Monthly System Management Reports: Telmate will be required to submit Monthly Project Reports, pertaining to the operation and maintenance of the ITS, throughout the term of the contract and any maintenance period. Monthly reports will be for the period including the first day of the month through the last day of the month. Such reports must include, but not be limited to, the following:

- A. Call Detail Reports
- B. List of Telephones: This report must include, but will not be limited to information on jail name, address, telephone number, location of phone, installation date, date removed, date reinstalled. Report must be updated monthly. Total down time for each phone must also be included. These reports must be available to all Internet connected workstations.
- C. Total Calls Completed and Billed Report: Report must be in summary format by jail and telephone number. Reports must include the total number of calls, total minutes, amount billed, and must be broken down by Bill Type: Collect, Prepaid, Debit, and by Call Type: Local, Intra-LATA, Inter-LATA, Interstate, and International calls.
- D. Total Calls Not Completed Report: Report must be in summary format, and must include the total number of calls, broken down by Bill Type (Collect, Prepaid, Debit) and by Call Type (Local, Intra-LATA, Inter-LATA, Interstate, and International calls), as well as indicating the cause associated with the incompleteness of the calls and an aggregate total of each value.
- E. Commissions/Facility Support Payment Report: This report must contain the annual or monthly historical contemporary Facility Support payments for ITS, and Commissions for inmate tablets and remote VVS.
- F. Summary of Any Unauthorized Inmate Call Activity Detected Report: Report must be in summary format by jail, and must contain any information available to support the subsequent investigation of such activities.
- G. Summary of System Outages and/or Maintenance Performed Report: Report must be in summary format by jail, and must contain a brief problem description and corrective action taken to resolve the problem. The report must also include the date and time and who notified the LAPD or the LAPD Designee.
- H. Telephone Inspection and Maintenance Log: This report will be submitted to the LAPD and the LAPD Designee on a quarterly basis or as required by the LAPD; and

III. Implementation and Installation Penalty

Telmate shall provide a detailed Implementation Plan and Schedule. The installation will include a user testing and acceptance provision for the LAPD. Time is of the essence in providing a fully functional inmate phone system, and Telmate is required to provide a fully functional system tested and accepted by the LAPD. The LAPD is requiring a thirty (30)-business day implementation schedule. Failure to provide this service will incur a daily penalty of \$750.00 until fully functional.

IV. Late Management Reports Penalty

There will be a Late Penalty of \$100.00 per day for reports received late, unless prior approval for late delivery by Telmate has been granted by the LAPD Project Manager.

V. System Problems, Outages, and Other Deficiencies

The Service is unavailable during any period of time that it experiences a Service Outage, or other service-affecting Problem or Deficiency. Upon the LAPD's or the LAPD-authorized Project Manager's request, Telmate will issue credits for each Service Outage, Problem, or Deficiency. Telmate shall pay the LAPD the total amount of credit due within thirty (30) days from the month Deficiencies occurred under the Agreement.

Notwithstanding any other provision in this SLA, Telmate will not be held responsible for any outages that are caused by circumstances beyond Telmate's control. For example, Telmate may not be permitted within LAPD facilities for onsite repairs due to security issues, staff availability for escort, conflicting facility priorities or LAPD operational demands. During such times, Telmate will not be penalized for delayed resolution of a system disruption.

Reporting of all System problems, outages and other Deficiencies shall be handled through Telmate's Technical Support Center, which shall be accessible online, toll-free telephone, fax number, and email. Telmate shall provide for 24 hours per day, 7 days per week on-call technical support staff to support the LAPD or the LAPD Designee in resolving System Outages, Problems, and other Deficiencies. The LAPD will assign one of the following "Severity Levels." Telmate must respond to and resolve these in accordance with the following timeframes, following the determination and/or notification of the Problem, Outage or other Deficiency:

Priority Level Two	SEVERE (Includes but not limited to): <ul style="list-style-type: none"> • 10% to 24% of a single housing unit's (Module/ Dorm / Pod) telephones are out of service • 10% to 24% of calls are dropped in a 24- hour period • 10% to 24% or more of calls placed in a 24- hour period experience poor voice quality (high levels of static, noise, voice distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • More than ten (10) inmates are not able to make telephone calls as a result of a single telephone is out of service • One entire housing unit that is not in operation or one inmate phone not operational Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within 24 hours of initial notification of the LAPD by Telmate, or from the LAPD's initial service request to Telmate.	≤ 24 hours	No Credit
		> 24 hours	\$100 per hour that component of ITS is deficient
Priority Level Three	MINOR (Includes but not limited to): <ul style="list-style-type: none"> • One of multiple phones in a housing unit that is not in operation, and additional phones are in the area available for inmate use. • Intermittent dropped calls or <10% of calls are dropped • Intermittent poor voice quality on calls or <10% of calls experience poor voice quality Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within two (2) business days of initial notification of the LAPD by Telmate, or from the LAPD's initial service request to Telmate.	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of ITS is deficient
Priority Level Four	COSMETIC (Includes but not limited to): A telephone is damaged but is capable of completing telephone calls Response time, completion of repairs or replacement of damaged phones, and Deficiency resolution to the LAPD's satisfaction is made within 10 business days of initial notification of the LAPD or the	≤ 10 days	No Credit

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Telephone Services problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the LAPD, or Telmate, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 3 – ITS Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	>6	Replacement of the ITS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge
	>9	Replacement of the ITS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	>15 Days	Replacement of the affected ITS components system wide. Option to open contract for discussion, up to and including cancellation of contract without penalty

SERVICE LEVEL AGREEMENT FOR VIDEO VISITATION SYSTEM

I. Definition of Service Level Agreement

- a. This Service Level Agreement (SLA) is an agreement between the LAPD and Telmate to provide a service at a performance level that meets or exceeds the specified performance objective(s). The SLA lays out the metrics by which that service is measured, and the remedies or penalties, if the agreed-upon levels not be achieved. If the specified service levels are not met, then Telmate is required to issue specified credits.
- b. The Inmate Video Visitation System contract has specific performance metrics, or Key Performance Indicators (KPIs) for services deemed sufficiently essential to the LAPD operations, and Telmate must comply with those KPIs. For each KPI, Telmate is required to meet the specified Acceptable Quality Levels (AQLs).

II. Service

Table 4 lists each KPI and the performance level requested by the LAPD. Performance is aggregate-based, meaning that the performance is to be measured at the LAPD hierarchy level (of the LAPD's billing organization) over a one-calendar-month period.

- C. Total Video Visits Completed and Billed Report: Report must be in summary format by jail;
- D. Summary of Any Unauthorized Video Visit Activity Detected Report: Report must be in summary format by jail facility, and must contain any information available to support the subsequent investigation of such activities;
- E. Summary of System Outages and/or Maintenance Performed Report: Report must be in summary format by jail facility, and must contain a brief problem description and corrective action taken to resolve the problem. The report must also include the date and time and who notified the LAPD or LAPD Designee;
- F. List of Video Visitation Stations and Devices: This report must include, but will not be limited to information on jail name, address, device serial or identification number, location of Station/Device, in-service or installation date, date removed for repair, date reinstalled, date retired from service. Total up and down time for each video visitation unit. Report must be updated monthly. This report must be available to all Internet connected workstations;
- G. The VVS Inspection and Maintenance Log: This report must be submitted to the LAPD and LAPD Designee on a quarterly basis or as required by the LAPD; and
- H. Telmate's reporting system must have Ad Hoc Query and report capability and may require format modification to enhance readability at the request of the LAPD or LAPD Designee.

Six-Month and Year-End Summary Reports: Telmate must submit an initial Six-Month Summary Report and subsequent Year-End Summary Reports, including Annual System Management Reports, pertaining to the operation of Telmate's VVS. Telmate must submit one (1) soft copy of each of the Monthly Project Reports, Monthly System Management Reports, and Year-End Summary Reports on CD-Rs to the LAPD Project Manager and to the LAPD Designee. Telmate's written reports must utilize Microsoft Word for the narrative portions and Microsoft Excel for the Inmate billing and revenue share reports.

Project Management and Reports Meeting: Upon the LAPD's request, the LAPD Project Manager or the LAPD Designee and Telmate's Project or Account Manager will meet on reasonable notice to discuss Telmate's VVS performance and progress under this Contract. If requested, Telmate's Project or Account Manager and other personnel must attend all meetings. Telmate must provide such information that is requested by the LAPD for the purpose of monitoring performance and progress under this Contract.

Audit: The LAPD's duly authorized representatives or Designee must have access to all reports, recordings, records, documents, files and personnel necessary to audit and verify Telmate's charges and revenue share to the LAPD hereunder. Telmate agrees to retain reports, recordings, records, documents, and files related to charges hereunder for a period of five (5) years following the date of final payment for Telmate's services hereunder the LAPD reserves the right to audit and verify Telmate's records before final payment is made. The LAPD's representatives or Designee will have the right to reproduce any of the aforesaid documents. Should Telmate cease to exist as a legal entity, Telmate's records pertaining to this Contract must be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the LAPD Project Manager.

Annual Review: Within thirty (30) calendar days following the end of the Agreement year, Telmate's Project Manager or Senior Management personnel will meet with the LAPD and LAPD Designee (if applicable), and provide a comprehensive report of Inmate Video Visitation activity for the Agreement year, along with providing a comprehensive presentation recapping any key areas of successes and/or concerns, as well as addressing intended strategies for the upcoming contract year. This will also include a Contract Review for compliance for the preceding year.

Table 5 – VVS Severity Levels and Credits

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level One	<p>CRITICAL (Includes but not limited to):</p> <ul style="list-style-type: none"> • 50% or more of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service • Multiple Facilities' Video Visitation System units are not in operation • Multiple Video Visitation System units are not operational • 50% or more of Video Visitation sessions placed in a 24-hour period experience poor Video Visitation session quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software • 50% or more of Video Visitation sessions are dropped in a 24-hour period • Entire system failure <p>Response time, technician on site, and completion of repairs and Deficiency resolution to the LAPD's satisfaction is made within six (6) hours of initial notification of the LAPD by Telmate, or from the LAPD's initial service request to Telmate.</p> <p>The LAPD has the option to require Telmate to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Telmate is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding 72 hours.</p>	≤ 6 hours	No Credit
		Between 6 hours and 12 hours	\$75 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		Between 12 hours and 24 hours	\$100 per hour that component of VVS is deficient (includes network access and cabling and wiring)
		> 24 hours	\$150 per hour that component of VVS is deficient (includes network access and cabling and wiring)

Severity Level	Severity Level Description	Duration of Service Outage	Credits
Priority Level Three	<p>MINOR (Includes but not limited to):</p> <ul style="list-style-type: none"> • One of multiple Video Visitation units in a housing unit or lobby that are not in operation, and additional units are in the area available for inmate or visitor use. • Intermittent dropped Video Visitation sessions or <25% of Video Visitation sessions are dropped • Intermittent poor Video Visitation session quality on sessions or <25% of sessions experience poor visual and audio quality • <25% of a Jail's Video Visitation System (in Housing Units and Lobby) is out of service • <25% of Video Visitation sessions are dropped in a 24-hour period • <25% or more of Video Visitation visits placed in a 24-hour period experience poor voice quality (high levels of visual and audio static, noise, distortion) caused by faulty hardware equipment, routers, bandwidth limitations, or software <p>Response time, completion of repairs, and Deficiency resolution to the LAPD's satisfaction is made within two (2) business days of initial notification of the LAPD by Telmate, or from the LAPD's initial service request to Telmate. The LAPD has the option to require Telmate to replace VVS in its entirety or its individual components, including network access and cabling and wiring, if Telmate is unable to resolve the deficiency to the LAPD's satisfaction within a reasonable timeframe exceeding five business days.</p>	≤ 2 days	No Credit
		> 2 days	\$75 per day that component of VVS is deficient (includes network access and cabling and wiring)

VI. Chronic Trouble

A Chronic Trouble (Chronic) defined as an Inmate Video Visitation System problem, associated network problem, outage, or other deficiency which has experienced 3 separate trouble tickets opened against it for Availability, by the LAPD or Telmate, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic's rolling 30-day counter is considered "reset" upon a period of 30 days free of same/similar trouble.

Table 6 – VVS Chronic Trouble Credits

Severity Level	Consecutive Months' Occurrence	Credits
Priority Level One	3	10% of Monthly Recurring Charge
	6	20% of Monthly Recurring Charge
	≥6	Replacement of the VVS in its entirety or its individual components, including network access and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Levels Two and Three	3	5% of Monthly Recurring Charge
	6	10% of Monthly Recurring Charge
	9	20% of Monthly Recurring Charge
	>9	Replacement of the VVS in its entirety or its individual components, including network access, and cabling & wiring. Option to open contract for discussion, up to and including cancellation of contract without penalty
Priority Level Four	>15 Days	Replacement of the affected VVS components system wide. Option to open contract for discussion, up to and including cancellation of contract without penalty

EXHIBIT D
TELMATE FEE SCHEDULE

7. **Length of Call.** Telmate and the LAPD will determine all maximum call lengths at LAPD's facility(s).
8. **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 LAPD 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.

THE TELMATE TEAM

The following are designated Key Roles:

Name	Role	Contact Information
Curt Clifton	Executive Sponsor, VP of Strategic Planning	Curt@telmate.com
Kathryn Jarrell	Director of Operations	Kathryn@telmate.com
Nancy Lee	Senior Project Manager	Nancy@telmate.com
Mike Boyer	Director of Installation	mike@intelmate.com
Christian McCarrick	VP of Engineering	McCarrick@telmate.com
Morgan Collins	Dir. Of IT Operations, Info Security Officer	Morgan@telmate.com
Rob Gordon	Director of Account Management	Gordon@telmate.com
Caryn Waldrop	Director of Customer Service	Caryn@telmate.com
Darren Wallace	VP of Business Development	Darren@telmate.com
Ian Dunnington	National Sales Director	Ian@telmate.com
Justin Tidwell	Director of Field Services	Justin@telmate.com

Darren Wallace | Vice President of Business Development

Summary of Qualifications

With two decades of leadership experience in the telecommunications industry, Mr. Wallace is a key member of the Telmate management team. Prior to joining Telmate, Mr. Wallace provided sales leadership for a premier technology consulting firm. Previously, Mr. Wallace worked with BSG Clearing Solutions, managing inmate telephone and other communication companies, simultaneously ensuring sound billing infrastructure and maximizing revenue and investments for Tier 1 providers. As a global sales manager for Qwest, Mr. Wallace was responsible for selling collect call and credit card services throughout the United States and Western Europe. Mr. Wallace has intricate knowledge of what makes telecommunications companies successful, and understands how to build and maintain mutually beneficial relationships with our customers by providing exemplary service.

Kathryn Jarrell | Director of Operations and Project Manager

Summary of Qualifications

With two decades of telecommunications and operational experience, Ms. Jarrell brings a diverse skill set to the Telmate team. She worked for Intera Communications, one of the largest privately owned public telephone companies in the United States, for more than 15 years. During that time, she was responsible for customer service, phone bill management, and provisioning, while also taking an active role in field services.

Job Description

Ms. Jarrell joined Telmate in 2008. Since then she has taken the lead in establishing policies, procedures, and best practices with respect to operations and service, and has expanded our Oregon call center. If Telmate is selected for the proposed contract, Ms. Jarrell will serve as project manager, and will be responsible for implementing an installation plan, inclusive of training, system, verifications, and ongoing support for each installation, coordinating with LAPD to facilitate a changeover with minimal disruption to services.

Educational Background

Ms. Jarrell attended West Valley College in North Hollywood, CA.

Rob Gordon | Director of Account Management

Summary of Qualifications

With 36 years of law enforcement experience, Sheriff Gordon has a thorough understanding of what is important to law enforcement agencies, and is well-equipped to make sure LAPD's Telmate experience is as satisfactory as possible. In 2011, Sheriff Gordon retired from the Washington County Oregon Sheriff's Office, where he spent his entire civilian law enforcement career, serving as Sheriff since 2002.

Job Description

Mr. Gordon serves as director of account management, overseeing Telmate's account managers.

of 14 million cardholders. Additionally, she worked on national projects spanning six call center sites within the US, Puerto Rico, Guatemala and the Philippines.

Job Description

Ms. Waldrop leads our call center in Ontario, Oregon. She works to ensure our customer service and facility support teams are functioning optimally and providing the best possible experience for our customers.

Michael Boyer | Director of Installations

Summary of Qualifications

Mr. Boyer has been with Telmate since 2002. During his tenure he has worked as operations manager overseeing the payphone and inmate payphone divisions. Prior to joining Telmate, Mr. Boyer worked for three years as a general contractor for Clow Construction, a residential construction builder. Mr. Boyer has 10 years of heavy road construction experience, ranging from bridge and road to excavation work. Mr. Boyer has also served as job foremen supervisor for three years on Oregon State Prison expansion.

Job Description

Mr. Boyer will serve as installation manager, overseeing the field installers and working with our project manager and LAPD staff to ensure a smooth transition of services.

Nancy Lee | ProjectManager

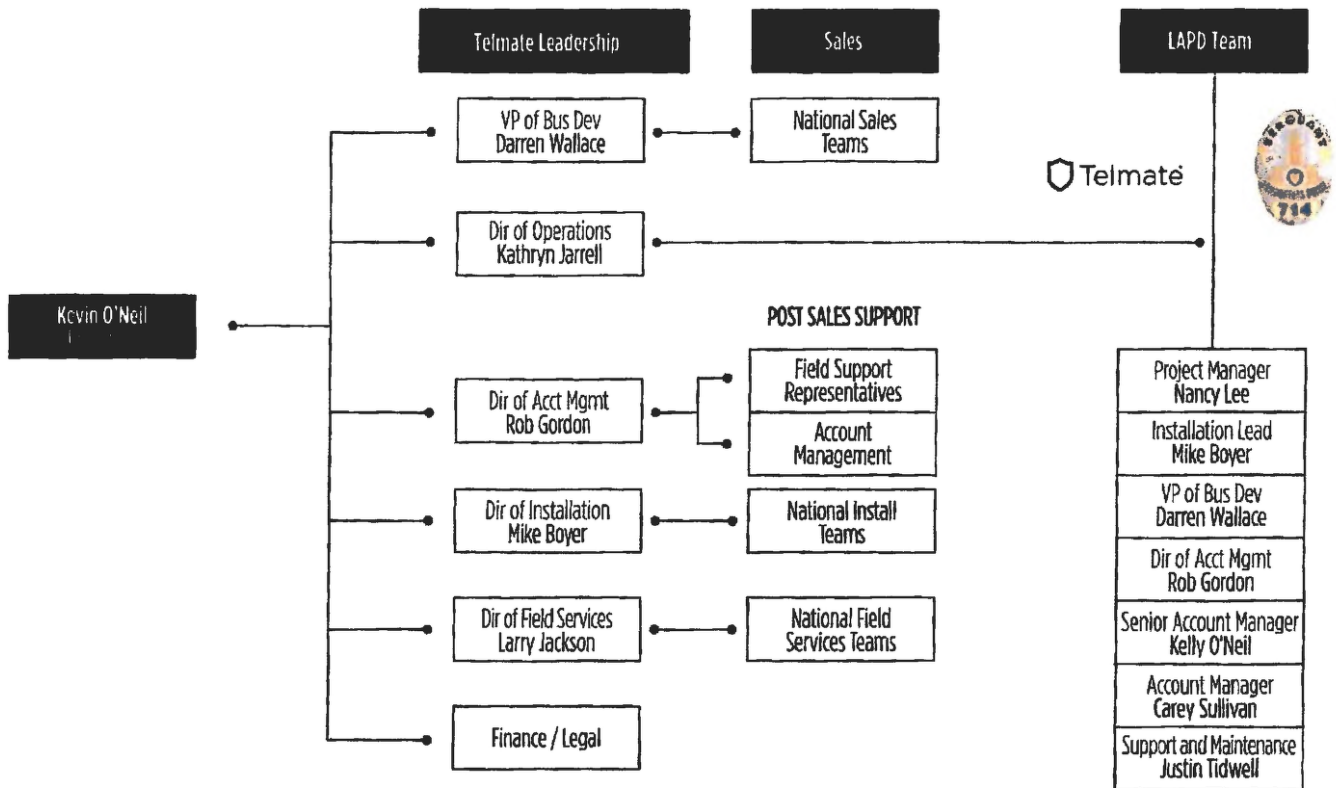
Nancy Lee has worn many hats at Telmate. She has served as an Account Manager, Director of Call Center, and Project Manager for five years. Ms. Lee served Securus Technologies for 17 years in multiple positions supporting customers. In 2010 she successfully oversaw the installation of 18 Department of Homeland Security ICE facilities in the most aggressive schedule undertaken by Telmate.

Education

B.B.A; University of Texas, Arlington

ORGANIZATIONAL CHART

Below is Telmate's organizational hierarchy.



Change Authorization Form

Item Modified:

Description:

Change Value:

Approval Signature:

Name:

Company:

Telmate, LLC

Date:

Agreement Signature:

Name:

Company:

City of Los Angeles

Date:
