

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

**202302023**

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Corrections/In Custody
Contract or Grant Administrator:	Caleb Erickson
Contractor's / Agency Name:	Inmate Calling Solutions, LLC (ICS)
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input checked="" type="radio"/> No <input type="radio"/> If yes, RFP and Bid number(s): #22-37    Cost Center: 118000	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Goods and services provided due to an emergency <input checked="" type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>Revenue Generating</u> _____ This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: _____	
This is a revenue generating agreement with commissions as follows: 45% of gross call revenue for all call types and 25% of any service fees collected for remote video visitation, email/text/photo sharing, video messaging, voice messaging and tablet entertaining streaming services. ICS will deduct, from Commissions, a license fee of \$400 per month for access to the Fast Case Law Library and \$1.59 per scan to reimburse its cost of providing off-site mail scan services.	
Term of Contract: 3 years    Expiration Date: 12/31/2025	

Contract Routing:	1. Prepared by: LR _____	Date: 01/3/23
	2. Attorney signoff: BW _____	Date: 01/09/23
	3. AS Finance reviewed: AT _____	Date: 02/09/23
	4. IT reviewed (if IT related): P. Rice _____	Date: 02/05/23
	5. Contractor signed: _____ ✓	Date: <b>2-10-23</b>
	6. Submitted to Exec.: _____ ✓	Date: <b>2-13-23</b>
	7. Council approved (if necessary): <b>(AB2023-134)</b> _____	Date: <b>2-21-23</b>
	8. Executive signed: <b>(pro Tem)</b> _____ ✓	Date: <b>2-22-23</b>
	9. Original to Council: _____ ✓	Date: <b>2-23-23</b>

## INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Whatcom County, WA** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment (such actual date the "Cutover Date") and shall remain in force and effect for an initial term of three (3) years from such Cutover Date. This Agreement shall automatically renew for up to two additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
2. **Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
5. **Call Rates.** ICS shall provide calling services to retail consumers at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls, except as expressly provided on Exhibit D.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose. Each Commission payment to County shall be final and binding unless ICS receives written objection from County within ninety (90) days of County's receipt of such payment.



The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates and amounts are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to the telephone Equipment materially consistent with industry practice.

**7. County shall:**

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
- i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

**8. Law and Venue.** The domestic law of the State of Washington shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Whatcom County, Washington.

**9. Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.

**10. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants

that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.

11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event County shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, ICS shall have the right to cancel this Agreement without charge or liability.

If the ICS defaults by either: a) failing to perform any of the obligations of this Agreement and not curing such failure to the reasonable satisfaction of County within ten (10) business days of written notice thereof from County; or b) becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors; then County may, by depositing written notice to ICS in the U.S. mail, first class postage prepaid, terminate this Agreement and, at the County's option, obtain performance of the services elsewhere. Termination shall be effective upon ICS' receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If this Agreement is terminated for default, ICS shall not be entitled to receive any further payments hereunder until all work called for has been fully performed. Any extra cost or damage to County resulting from such default(s) shall be deducted from any money due or coming due to ICS. ICS shall bear any extra expenses incurred by County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by County by reason of such default.

The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.

13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.



16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.
18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by

such party to perform work relating to this Agreement, without the express written consent of the other party.

22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:

a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.

b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.

c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

**27. Termination for Convenience.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement in whole or in part whenever such party determines, in its reasonable discretion, that such termination is in the best interests of such party. Whenever this Agreement is terminated in accordance with this paragraph, each party shall be entitled to any amounts otherwise due up to the date of termination. An equitable adjustment in the contracted prices for partially completed items of work will be made, but such adjustment shall not include any provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by a party at any time during the term, whether for default or convenience, shall not constitute breach of contract by such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC  
d/b/a ICSolutions**

**Whatcom County, WA**

  
\_\_\_\_\_  
(Signature)

*See next page*  
\_\_\_\_\_  
(Signature)

Mike Kennedy  
\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Vice President Sales & Marketing  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

2/10/2023  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC  
d/b/a ICSolutions**

**Whatcom County, WA**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

*See previous page*

*See below*

**WHATCOM COUNTY:**

Recommended for Approval:

*[Signature]*  
\_\_\_\_\_  
Bill Elfo, Sheriff

*1/6/23*  
\_\_\_\_\_  
Date

**Approved as to form:**

*Approved via email 1.9.23 BW (R)*  
\_\_\_\_\_  
Brandon Waldron, Prosecuting Attorney      Date

**Approved:**

Accepted for Whatcom County:

By: *[Signature]*  
\_\_\_\_\_  
Carol Frazier  
County Executive Pro Tem

**Exhibit A – County Addresses**

**Principal Business Address** (used for all notices hereunder):

Whatcom County  
311 Grand Avenue, Suite 503  
Bellingham, WA 98225

**Facilities & Service Locations:**

<u>Facility Name</u>	<u>Service Locations</u>
Whatcom County Jail	311 Grand Avenue Bellingham, WA 98225
Whatcom Interim Work Center	2030 Division Street Bellingham, WA 98226

**Equipment to be shipped to:**

**Commissions to be paid to:**

Whatcom County Sheriff's Office  
Attention: Laurie Reid  
311 Grand Avenue  
Bellingham, WA 98225

## Exhibit B – Equipment & Services

### **The Enforcer® Inmate Communication Platform, including:**

- A single, unified inmate telecommunications platform hosting inmate calling and all related investigative tools and information
- All required inmate telephones, cart phones, and master control / monitoring workstations
- TDD/TTY and/or VRS units, as needed, for deaf and hard of hearing inmates
- Online storage of all call recordings and call data for the entire contract duration
- Unlimited ENFORCER user licenses
- JMS and commissary / banking interfaces to enable:
  - **Inmate Debit Calling** – inmates transfer funds from their Trust Account as a simple commissary purchase
  - Automated inmate ID/PINs
  - Electronic commissary ordering
- Inmate voicemail messaging

### **The Argus™ Investigative Suite**

- Argus ECHO™ continuous voice biometrics
  - Features automatic voice enrollment – *saving the facility the step of enrolling the entire inmate population's voices manually upon deployment!*
- Iris case management
- Call transcription / translation
- Keyword search
- Enhanced three-way call detection

### **The Enforcer® Data Analysis & IVR Suite**

- THE ANALYZER™ link analysis / data mining tools
- THE INFORMER™ PREA module
- THE COMMUNICATOR™ paperless inmate communications portal
- THE ATTENDANT™ automated information line

### **The Bridge 8™ Video Visitation-Enabled Inmate Tablets**

- Tablets with 8" screens (ratio of 1 tablet for each inmate)
- Video visitation / video calling when docked in a wall-mounted station
- Inmate email messaging, photo sharing, and eCards
- Video messaging
- Inmate Calling app – enables secure inmate calling through ICS' Enforcer platform
- Customizable forms
- Educational content, including free/unlimited access to Edovo Core™
  - Full library, GED prep, behavioral therapy, vocational training, and more
  - Enables the Agency to upload its own content
  - Supports continued learning after release, at no cost to the County or the user
- Access to scanned postal mail (if mail scanning is deployed)
- Religious materials
- Job search
- Access to FastCase™ Law Library
- Entertainment content
- Grievance reporting + appointment request
- Commissary ordering + balance checking
- Turnkey installation including all hardware, software, & charging stations
- MailScan™ off-site scanning with delivery via the Tablets



## **The Bridge™ Video Kiosks**

- Up to 10 kiosks with 15" screens
- Installed in County-designated areas to support onsite video visitation

## **Turnkey Installation & Onsite Support**

- Turnkey installation encompassing all necessary hardware, software, & network infrastructure
- Full-time Project Manager during installation
- Full-time Account Manager throughout the contract term
- Full-time onsite Administrator for day-to-day support
- Initial and ongoing training for all Agency users
- Local technicians to provide regular onsite maintenance & emergency service
- 24 x 7 x 365 live, U.S.-based service for Agency staff and public users
- All-inclusive warranty, support, and repair/replace maintenance package

**Exhibit C – Rates & Charges**

The following rates apply to calls from all Service Locations:

<b>Prepaid, Debit, Qwikcall™ &amp; Direct Bill Calling Rates</b>	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.05
Intrastate/IntraLATA	\$0.05
Intrastate/InterLATA	\$0.05
Interstate	\$0.05
International (Debit only)	* Cost + \$0.05

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

***Each inmate shall be entitled to two free calls per week.***

*\* "Cost" means ICS' underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).*

*Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.*

**Billing Fees (non-commissionable):**

<i>Payment Processing Fee (Live Agent).....</i>	<i>\$5.95</i>
<i>Payment Processing Fee (IVR, Internet &amp; QwikCall®)...</i>	<i>\$3.00</i>
<i>Kiosk Deposit Fee.....</i>	<i>\$3.00</i>

**Other Service Fees (commissionable; see Exhibit D):**

<i>Remote Video Visitation (per session up to 30 minutes)...</i>	<i>\$7.50</i>
<i>Video Messaging (per message).....</i>	<i>\$0.35</i>
<i>Email/Text/Photo Sharing (per message).....</i>	<i>\$0.25</i>
<i>Voice Messaging (per message).....</i>	<i>\$0.25</i>
<i>Tablet Entertainment Streaming (per minute).....</i>	<i>\$0.05</i>
<i>(All other fees free or waived)</i>	

## **Exhibit D – Commissions**

ICS shall pay to County a Commission of 45% of the gross call revenue for all call types generated from County's Service Locations. ICS shall also pay to County a Commission of 25% of any service fees collected with respect to Remote Video Visitation, Email/Text/Photo Sharing, Video Messaging Voice Messaging and Tablet Entertainment Streaming services. Notwithstanding the foregoing, ICS shall, on a monthly basis, deduct \$1.59 per scan from the Commissions otherwise due to County to reimburse its cost of providing off-site MailScan services.

Notwithstanding the foregoing, ICS shall deduct, from Commissions otherwise due to County, a license fee of \$400 per month for access to the FastCase™ Law Library.

*Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.*



**WHATCOM COUNTY  
SHERIFF'S OFFICE**

**BILL ELFO  
SHERIFF**



*PUBLIC SAFETY BUILDING  
311 Grand Avenue  
Bellingham, WA 98225-4078  
(360) 778-6600*

**RECEIVED**

**FEB 13 2023**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

**MEMORANDUM**

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff

RE: Inmate Calling Solutions, LLC

DATE: January 3, 2023

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Enclosed are two (2) originals of an Agreement between Inmate Calling Solutions, LLC (ICS) and Whatcom County for your review and signature.

▪ **Background and Purpose**

Inmate Calling Solutions, LLC (ICS) was awarded the bid for Inmate Communication Services during the most recent RFP process. This service will begin no later than March 21<sup>st</sup>, 2023 replacing our current provider, Securus Technologies, LLC.

▪ **Funding Amount and Source**

This is a revenue generating Agreement with the County receiving a commission based on services provided by Inmate Calling Solutions, LLC (ICS). ICS shall pay to the County a Commission of 45% of the gross call revenue for all call types generated from the County's Service Locations. ICS shall also pay to County a commission of 25% of any service fees collected with respect to Remote Video Visitation, Email/Text/Photo Sharing, Video Messaging Voice Messaging and Tablet Entertainment Streaming services. Notwithstanding the foregoing, ICS shall, on a monthly basis, deduct \$1.59 per scan from the commissions otherwise due to the County to reimburse its cost of providing off-site MailScan services as well as \$400 per month for access to the Fast Case Law Library.

▪ **Differences from Previous Contract**

This is a new Agreement.

Please contact Caleb Erickson at x6455, if you have any questions or concerns regarding the terms of this agreement.

Enc. (2)