

**SEVENTH AMENDMENT TO THE
INMATE TELEPHONE SERVICE AGREEMENT
BETWEEN
PLACER COUNTY SHERIFF'S OFFICE AND
INMATE CALLING SOLUTIONS, LLC
CONTRACT NO. KN021106**

This Seventh Amendment ("Seventh Amendment") has an effective date of October 1, 2018 ("Seventh Amendment Effective Date") between Placer County Sheriff's Office, on behalf of the County of Placer, ("Customer") and Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ITSP").

On July 31, 2013, Customer and ITSP entered into an Inmate Telephone Service Agreement, as amended with the First Amendment effective July 31, 2013, the Second Amendment effective February 1, 2014, the Third Amendment effective February 1 2014, the Fourth Amendment effective February 11, 2014, the Fifth Amendment effective October 16, 2015, the Sixth Amendment effective June 20, 2016, and as extended on a month-to-month basis effective August 1, 2017, under which ITSP agreed to install and operate inmate and visitation telephones, video visitation stations and related equipment at Customer's Facilities. The parties hereto desire to amend the terms of the Agreement as follows:

1. Effective with the Seventh Amendment Effective Date, **SECTION 2. - TERM** is hereby deleted in its entirety and replaced with the following:
 - 2.1 Customer and ITSP entered into an Agreement on July 31, 2013, for an initial term of 3 years with an expiration date of July 30, 2016 ("Initial Term"), and renewed at the same terms and conditions with the Fifth Amendment from July 31, 2016 through July 30, 2017 ("First Renewal Term"), and extended on a month-to-month basis from July 31, 2017 through September 30, 2018. The Customer exercises its right to further renew this Agreement for an additional 1-year term which shall begin October 1, 2018, and remain in force throughout the renewal term, with an expiration date of September 30, 2019 ("Second Renewal Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Renewal Term. However, Customer, at its sole option, shall have the right to renew this Agreement for 2 additional 1 year terms, with 30 days written notice to ITSP prior to expiration of the Second Renewal Term of this Agreement. In the event Customer exercises such right, all terms and conditions, requirements, and specifications of this Agreement, and its Amendments, shall remain the same and apply during the renewal term(s). This Agreement shall not automatically renew.
2. **SECTION 4.1 - COLLECT, PRE-PAID AND DEBIT**, Subsection **4.1.2** is hereby deleted and replaced with the following:
 - 4.1.2 Beginning with the Second Renewal Term and with each renewal term thereafter of this Agreement, ITSP shall pay Customer **80%** on all Gross Revenues as identified herein.
3. Effective with the Seventh Amendment Effective Date, **SECTION 4.2 - VIDEO VISITATION**, Subsection **4.2.1** is hereby deleted and replaced with the following:
 - 4.2.1 The ITSP shall pay Customer **80%** commission on all Gross Revenue generated by and through the video visitation system. Gross Revenue consists of all compensation, earning, gain, income, generated revenue, payment, proceeds or receipts paid to or received by ITSP and in any way connected to the provision of video visitation service pursuant to this Agreement. Gross Revenue includes, by way of example and not limitation, the following: all costs, charges, and fees added to the total cost to visitors or inmates for completion and/or scheduling of all video visitation sessions, or any other compensation received by ITSP for video visitation services offered at Customer's facilities.

Effective October 13, 2017, ITSP has implemented their proprietary video visitation system, The Visitor. ITSP has fully removed all components of the prior video visitation system provided through VizVox and The Visitor video visitation system will operate and function at the same terms and conditions as identified herein for video visitation.

4. Effective with the Seventh Amendment Effective Date, **SECTION 4.3 - INTERNATIONAL COLLECT** Subsection **4.3.1** is hereby deleted and replaced with the following:
 - 4.2.2 ITSP agrees to provide International Collect dialing services to the Facility using a third party ITSP. ITSP shall pay Customer **80%** commission calculated on the Gross Revenue Received which is generated by International Collect calls. Gross Revenue Received shall be defined as the payment ITSP receives from its third party ITSP providing the International Collect calling services.

5. Effective with the Seventh Amendment Effective Date, **SECTION 4.4 - PUBLIC PAY PHONE** is hereby deleted and replaced with the following:
 - 4.2.3 ITSP shall furnish, install and maintain, at no cost to Customer, 1 public coin pay telephone. The public coin pay telephone shall also include the capability to allow for end users to utilize a credit card to pay for the cost of a call. The public coin phone shall also have the capability to accept Inmate Debit Release cards to pay for the cost of a call. The public coin pay telephone will be located in the lobby of the Auburn Jail for use by the general public, including families of inmates, and for the use of inmates upon release. ITSP shall pay Customer **80%** commission on all long distance calls. No commission shall be due on dial-around events through which the caller accesses an alternate carrier. All commissions and reporting due to Customer for the public coinless pay telephone shall follow **Section 7 – Payment and Reporting** of this Agreement. The collect calling rates on the public pay telephones shall mirror the collect calling rates chosen for the ITS.

6. Effective with the Seventh Amendment Effective Date, **ATTACHMENT A, SECTION 6.27** is hereby deleted in its entirety and replaced with the following:
 - 6.27 ITSP shall provide accommodations necessary to comply with the Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telephone Devices for the Deaf (TDD) and Video Relay Services (VRS).
 - 6.27.1 ITSP shall provide the number of TDD telephones and installation of VRS stations as specified in **Attachment B**. ITSP shall assume all costs and responsibility for providing data and/or wireless connectivity required for the VRS stations. TDD telephones shall be compatible with the ITS and shall work on any inmate telephone at the Facilities. ITSP shall provide dedicated ports on the ITS for the purpose of TDD calls. Customer reserves the right to revise the TDD configuration at any time.
 - 6.27.2 TDD calls shall be subject to call control configuration in the ITS and shall be recorded and monitored. At a minimum, each TDD call shall be converted to text and attached to the call recording within the ITS and shall be retrievable via the ITS user application.
 - 6.27.3 At minimum, the video portion of VRS calls shall be recorded and available for playback via the ITS user application.
 - 6.27.4 TTY calls through the California Relay Service shall be processed through a speed dial, at no cost to the inmate or called party.

7. Effective with the Seventh Amendment Effective Date, **SECTION 16.17 – VIDEO VISITATION STATIONS** is hereby deleted and replaced with the following:
 - 16.17 ITSP shall store video visitation session recordings for the life of the Agreement and any renewal terms. ITSP shall also retain video visitation session recordings for a minimum of 2 years after expiration of the Agreement.

8. Effective with the Seventh Amendment Effective Date, **SECTION 17 – KEYWORD SEARCH** is hereby added as follows:

8. KEYWORD SEARCH

- 8.1. Within 30 days of the Seventh Amendment Effective Date, ITSP shall provide Customer access to and unlimited use of ITSP’s Keyword Search functionalities, as an integrated solution into ITSP’s ITS software. ITSP shall provide Keyword Search at no cost to Customer.
- 8.2. Customer and ITSP shall work together to mutually agree upon the initial dictionary of terms to be used for Keyword Search. ITSP shall provide their standard dictionary for review by Customer for additions and/or edits prior to implementation. At all times throughout the Second Renewal Term and any subsequent renewal terms, Customer shall have access to modify the keyword search list without the involvement of the ITSP.
- 8.3. ITSP shall provide initial and ongoing training (whether in-person or internet based) to Customer for Keyword Search at no cost to Customer.
- 8.4. Customer may cancel Keyword Search at any time during any term of this Agreement without penalty.

9. **ATTACHMENT B. - FACILITY SPECIFICATIONS** is hereby deleted in its entirety and replaced with the following:

ATTACHMENT B

FACILITY SPECIFICATIONS:
PLACER COUNTY JAIL
 2775 Richardson Drive
 Auburn, CA 95603

FACILITY SPECIFICATIONS	
Average Daily Population (ADP based upon 12 months of data)	336
Number of Beds	386
Availability for Inmate Telephone Use	6:00 am – 11:00 pm (24 hours/day in booking)
Call Time Limit	None
Number of Current Inmate Telephone Stations	80
Number of Current Inmate Visitation Telephones	40 stations (80 phones)
Inmate Telephones Required	
Inmate Telephones Required	79
Cordless Phones Required	0
TDD Units and Associated Printers Required	3
VRS stations	1
Workstations Required	
Workstations Required	2
Video Visitation Stations (Inmate)	19
Video Visitation Stations (Public/Lobby)	0
Video Visitation Stations (Attorney)	9
Lobby Telephones Required	1
Required Inmate Telephone Cord Length	18 inches
Required Inmate Visitation Telephone Cord Length	29 inches for visitors. 18 inches for inmates.

ATTACHMENT B (continued)

SOUTH PLACER ADULT CORRECTIONAL FACILITY
11801 Go For Broke Road
Roseville, CA 95678

PROJECTED FACILITY SPECIFICATIONS	
Average Daily Population (ADP based upon 12 months of data)	400
Number of Beds	420
Availability for Inmate Telephone Use	TBD
Call Time Limit	None
Inmate Telephones	
Inmate Telephones	49
Cordless (hands free) Telephones	20
TTY/TDD Jacks	25
TDD Units and Associated Printers Required	3
VRS Stations	2
Workstations Required	2
Required Inmate Telephone Cord Length	18 Inches
Cart Phones Required	3
Video Visitation Stations (Inmate)	25
Video Visitation Stations (Public/Lobby)	8
Video Visitation Stations (Inmate/Attorney Booth)	14
Public Payphones	3
Inmate/Attorney Visitation	12 (24 phones)
Visitation Stations (Audio Recording)	49 (98 phones)
Required Inmate Visitation Telephone Cord Length	29 inches for visitors. 18 inches for inmates.

ATTACHMENT B (continued)

PLACER JUVENILE DETENTION FACILITY
11260 B Avenue, DeWitt Center
Auburn, CA 95603

FACILITY SPECIFICATIONS	
Average Daily Population (ADP based upon 12 months of data)	21
Number of Beds	76
Availability for Inmate Telephone Use	8:00 am-10:00 pm
Call Time Limit	None
Number of Current Inmate Telephone Stations	4
Inmate Telephones Required	
Inmate Telephones Required	4
Cordless Phones Required	0
TDD Units and Associated Printers Required	1
Workstations Required	1
Lobby Telephones Required	0
Required Inmate Telephone Cord Length	18 inches
Required Inmate Visitation Telephone Cord Length	29 inches for visitors. 18 inches for inmates.

10. ATTACHMENT C. CALLING RATES AND FEES is hereby deleted in its entirety and replaced with the following:

ATTACHMENT C

**CALLING RATES AND FEES
PLACER COUNTY JAIL AND
SOUTH PLACER ADULT CORRECTIONAL FACILITY**

CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID DEBIT	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local	\$0.00	\$0.37	\$0.00	\$0.37	\$0.00	\$0.37
Intralata/Intrastate	\$0.00	\$0.37	\$0.00	\$0.37	\$0.00	\$0.37
Interlata/Intrastate	\$0.00	\$0.37	\$0.00	\$0.37	\$0.00	\$0.37
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	N/A	N/A	N/A	N/A	\$0.00	1.00
Bill Statement Fee:	\$2.00					
Pre-Paid Collect Fees:			\$5.95 Funding Fee (Live Agent) \$3.00 Funding Fee (Automated) \$0.00 Refund Fees			
Commission Rate:	63.1% Initial Term/80% Renewal Terms					
Minimum Annual Guarantee:	\$285,000 Initial Term/\$450,000 Renewal Terms					
Video Visitation Rate Per Session:	\$9.99 per 30-minute Remote Session \$0.00 per 30-minute Onsite Session					
Investigator Pro™ Fee:	<p>Non – commissionable \$0.02 per minute – Of the \$0.37 per minute calling rate identified above, only \$0.35 of this total per minute calling rate is commissionable to Customer for local, intralata/intrastate, interlata/intrastate, and international calls.</p> <p>Non-commissionable \$0.02 per minute – Of the \$0.25 and \$0.21 per minute calling rate identified above, only \$0.23 and \$0.19, respectively, of this total per minute calling rate is commissionable to Customer for interlata/interstate calls.</p>					
Public Pay Telephone Monthly Commission Rate:	63.1% Initial Term/80% Renewal Terms					

ATTACHMENT C (continued)

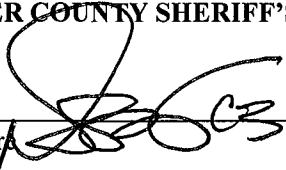
PLACER COUNTY JUVENILE DETENTION FACILITY

CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID DEBIT	
	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$0.00	\$0.35	\$0.00	\$0.35	\$0.00	\$0.35
Intralata/Intrastate	\$0.00	\$0.35	\$0.00	\$0.35	\$0.00	\$0.35
Interlata/Intrastate	\$0.00	\$0.35	\$0.00	\$0.35	\$0.00	\$0.35
Interlata/Interstate	\$0.00	\$0.25	\$0.00	\$0.21	\$0.00	\$0.21
International	N/A	N/A	N/A	N/A	\$0.00	1.00
Bill Statement Fee:	\$2.00					
Pre-Paid Collect Fees:			\$5.95 Funding Fee (Live Agent) \$3.00 Funding Fee (Automated) \$0.00 Refund Fees			
Commission Rate:	63.1% Initial Term/80% Renewal Terms					
Investigator Pro™ Fee:	N/A					
Public Pay Telephone Monthly Commission Rate:	N/A					

Except as expressly modified by this Seventh Amendment, the provisions and conditions of the original Agreement, as amended, are unchanged and shall remain in full force and effect. The original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and this Seventh Amendment is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of the Seventh Amendment Effective Date, each of the parties has caused this Seventh Amendment to be signed by its duly authorized representatives on the date(s) shown below.

PLACER COUNTY SHERIFF'S OFFICE:



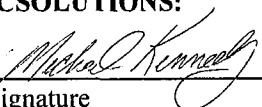
Signature
David Powers

Printed Name
Captain

Title
09/26/2018

Date

INMATE CALLING SOLUTIONS, LLC d/b/a ICSOLUTIONS:



Signature
Michael Kennedy

Printed Name
Vice President Sales & Marketing

Title
9/20/18

Date