

**THIRD AMENDMENT TO THE  
INMATE TELEPHONE SERVICE AGREEMENT  
BETWEEN  
PLACER COUNTY SHERIFF'S OFFICE AND  
INMATE CALLING SOLUTIONS, LLC**

This Third Amendment ("Third Amendment") has an effective date of February 1, 2014 ("Third 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 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 Section 5 and Attachment C of the Agreement. Customer and ITSP hereby agree as follows:

1. **SECTION 5. CONTINUOUS BIOMETRIC VOICE IDENTIFICATION TECHNOLOGY** is hereby deleted in its entirety and replaced with the following:

5.1 ITSP shall provide Customer with its continuous biometric voice identification technology and investigation system, the Investigator Pro™ platform, at the Placer County Jail and South Placer Adult Correctional Facility only. ITSP agrees that the cost associated with this technology, applicable only to the Placer County Jail and South Placer Adult Correctional Facility, shall be passed through to the end-user at a cost of \$0.02 per minute. ITSP's continuous biometric voice identification technology shall include but not be limited to the following Investigator Pro™ features: Suspicious CallFinder™, VoiceSearch™, QuickFind™, MyCallReview™, CallPlayer Pro™, NoteManager™, ReportMaker™, System Reports, Inmate Enrollment Procedure, and Inmate Dialing Procedures. The continuous biometric voice identification application shall be integrated and accessible through the ITS application for the initial 3 year term of the contract. If, after the Initial Term of this Agreement, Customer determines it is in the Customer's best interest to terminate the use of Investigator Pro™ and its associated features, Customer will have the option to terminate Investigator Pro and all associated features upon 30 days written notice from Customer to ITSP without penalty.

5.2. Placer County Juvenile Detention Facility will not utilize continuous biometric voice identification technology and the Investigator Pro platform; therefore, will not pass through the \$0.02 per minute cost to the end user associated with this technology.

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

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

CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID DEBIT	
	Surcharge	First & Add'l Minute Rate	Surcharge	First & Add'l Minute Rate	Surcharge	First & Add'l 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	\$0.37	\$0.00	\$0.37	\$0.00	\$0.37

International	N/A	N/A	N/A	N/A	\$0.00	1.00
Bill Statement Fee:	\$2.49					
Pre-Paid Collect Fees:			\$0.00 Account Set-Up Fee, \$6.95 Funding Fee, \$0.00 Refund Fee			
Commission Rate:	63.1% Initial Term/80.1% Renewal Terms					
Minimum Annual Guarantee:	\$285,000 Initial Term/\$350,000 Renewal Terms					
Video Visitation Rate Per Session:	\$15.00 per 30-minute session					
Investigator Pro™ Fee:	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.					
Public Pay Telephone Monthly Commission Rate:	63.1% Initial Term/80.1% Renewal Terms					

**PLACER COUNTY JUVENILE DETENTION FACILITY CALLING RATES AND FEES:**

CALL TYPE	COLLECT		PRE-PAID COLLECT		PRE-PAID DEBIT	
	Surcharge	First & Add'l Minute Rate	Surcharge	First & Add'l Minute Rate	Surcharge	First & Add'l Minute Rate
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	\$0.35	\$0.00	\$0.35	\$0.00	\$0.35
International	N/A	N/A	N/A	N/A	\$0.00	1.00
Bill Statement Fee:	\$2.49					
Pre-Paid Collect Fees:			\$0.00 Account Set-Up Fee, \$6.95 Funding Fee, \$0.00 Refund Fee			
Commission Rate:	63.1% Initial Term/80.1% Renewal Terms					
Minimum Annual Guarantee:	\$285,000 Initial Term/\$350,000 Renewal Terms					
Video Visitation Rate Per Session:	n/a					
Investigator Pro™ Fee:	n/a					
Public Pay Telephone Monthly Commission Rate:	n/a					

3. Except as expressly modified by this Third 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 and as expressly modified by this Third 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 Third Amendment Effective Date, each of the parties has caused this Third Amendment to be signed by its duly authorized representatives on the date(s) shown below.

**PLACER COUNTY SHERIFF'S OFFICE:**

  
\_\_\_\_\_  
Signature  
Dave Hutchinson  
\_\_\_\_\_  
Printed Name  
CAPTAIN  
\_\_\_\_\_  
Title  
3/13/14  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Signature  
BRENDAN PHILBIN  
\_\_\_\_\_  
Printed Name  
VICE PRESIDENT  
\_\_\_\_\_  
Title  
1/27/14  
\_\_\_\_\_  
Date