

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

This Tenth Amendment ("Tenth Amendment") has an effective date of October 1, 2021 ("Tenth 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, as extended on a month-to-month basis effective August 1, 2017, the Seventh Amendment effective October 1, 2018, the Eighth Amendment effective October 1, 2019 and the Ninth Amendment effective November 23, 2020 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 Tenth Amendment Effective Date, **SECTION 2. – TERM**, Subsection **2.1** is hereby amended as follows:

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"), extended on a month-to-month basis from July 31, 2017 through September 30, 2018, extended for another term with the Seventh Amendment from October 1, 2018 through September 30, 2019 ("Second Renewal Term"), and extended for another term with the Eighth Amendment from October 1, 2019 to September 30, 2021 ("Third Renewal Term"). The Customer exercises its right to further renew this Agreement for an additional 3-year term which shall begin October 1, 2021 and remain in force throughout the renewal term, with an expiration date of September 30, 2024 ("Fourth Renewal Term"). This Agreement shall not bind, nor purport to bind, Customer for any contractual commitment in excess of the Renewal Term(s). 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 Fourth 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. Effective with the Tenth Amendment Effective Date, **SECTION 4.1 - COLLECT, PRE-PAID AND DEBIT**, Subsection **4.1.2** and Sub-subsection **4.1.2.1** are hereby amended as follows:

4.1.2 Effective with the Second Renewal Term of this Agreement, ITSP shall pay Customer 80% on all Gross Revenues as identified herein. Beginning with the Fourth Renewal Term Effective Date and for any renewal term(s) thereafter, ITSP shall pay Customer **82%** on all Gross Revenues as identified herein.

4.1.2.1. Effective with the Third Renewal Term of this Agreement, ITSP shall pay Customer a one-time upfront supplement payment in the amount of \$60,000.00 payable within 10 days of the Third Renewal Term Effective Date. Effective with the Fourth Renewal Term of this Agreement, ITSP shall pay Customer a one-time upfront supplement payment in the amount of **\$100,000.00** payable within 10 days of the Fourth Renewal Term Effective Date. Late fees (as outlined in **Section 7. - Payment and Reporting**) shall apply to the upfront supplemental payment should ITSP fail to remit the upfront supplemental payment to Customer or its Designated Agent as required.

3. Effective with the Tenth Amendment Effective Date, **SECTION 4.2 - VIDEO VISITATION**, Subsection **4.2.1** is hereby deleted and replaced with the following:

- 4.2.1 Effective with the Second Renewal Term of this Agreement, ITSP shall pay Customer 80% commission on all Gross Revenue generated by and through the video visitation system. Beginning with the Fourth Renewal Term Effective Date, ITSP shall pay Customer **82%** 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 Tenth Amendment Effective Date, **SECTION 4.3 - INTERNATIONAL COLLECT**, Subsection **4.3.1** is hereby deleted and replaced with the following:

- 4.3.1 ITSP agrees to provide International Collect dialing services to the Facility using a third party ITSP. Effective with the Second Renewal Term of this Agreement, ITSP shall pay Customer 80% commission calculated on the Gross Revenue Received which is generated by International Collect calls. Beginning with the Fourth Renewal Term Effective Date, ITSP shall pay Customer **82%** 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 Tenth Amendment Effective Date, **SECTION 4.4 - PUBLIC PAY PHONE**, Subsection **4.4.1** is hereby deleted and replaced with the following:

- 8.4.1. 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. Effective with the Second Renewal Term of this Agreement, ITSP shall pay Customer 80% commission on all long distance calls. Beginning with the Fourth Renewal Term Effective Date, ITSP shall pay Customer **82%** 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 Tenth Amendment Effective Date, **ATTACHMENT B. FACILITY SPECIFICATIONS** is hereby deleted in its entirety and replaced with the following for installation of additional Video Visitation Stations (Public/Lobby) and a Visitor Visitation Registration Kiosk at the Placer County Jail:

**ATTACHMENT B  
FACILITY SPECIFICATIONS:**

**PLACER COUNTY JAIL**  
2775 Richardson Drive, Auburn, CA 95603

<b>FACILITY SPECIFICATIONS</b>	
Average Daily Population (ADP based upon 12 months of data)	336
Number of Beds	386
Availability for Inmate Telephone Use	Sun - Sat, 0:00-24:00
Call Time Limit	None
Number of Current Inmate Telephone Stations	80
Number of Current Inmate Visitation Telephones	40 stations (80 phones)
Inmate Telephones Required	79
Cordless Phones Required	0
TDD Units and Associated Printers Required	3
VRS stations	1
Workstations Required	2
Video Visitation Stations (Inmate/Dayroom)	21
Video Visitation Stations (Inmate/Attorney Booth)	9
Video Visitation Stations (Public/Lobby)	3
Visitor Video Visitation Registration Kiosk (Public/Lobby)	1
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.

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

<b>FACILITY SPECIFICATIONS</b>	
Average Daily Population (ADP based upon 12 months of data)	400
Number of Beds	420
Availability for Inmate Telephone Use	Sun - Sat, 0:00-24:00
Call Time Limit	None
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 – Mobile Cart (Inmate)	1
Video Visitation Stations (Inmate/Dayroom)	25
Video Visitation Stations (Inmate/Attorney Booth)	14
Video Visitation Stations (Public/Lobby)	8
Visitor Video Visitation Registration Kiosk (Public/Lobby)	1
Public Payphones	3
Inmate/Attorney Visitation	12 stations (24 phones)
Visitation Telephone Stations (Audio Recording)	49 (98 phones)
Required Inmate Visitation Telephone Cord Length	29 inches for visitors.

18 inches for inmates.

**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	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.

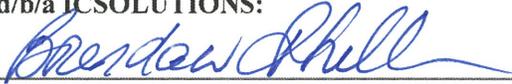
7. Except as expressly modified by this Tenth Amendment, the provisions and conditions of the original Agreement, as amended, are unchanged and shall remain in full force and effect. The original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and this Tenth 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 Tenth Amendment Effective Date, each of the parties has caused this Tenth 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  
**3/25/2021**  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 Signature  
**BRENDAN PHILBIN**  
 \_\_\_\_\_  
 Printed Name  
**VICE PRESIDENT**  
 \_\_\_\_\_  
 Title  
**3/30/21**  
 \_\_\_\_\_  
 Date