

**AMENDMENT No. 2 to the
INMATE TELEPHONE SERVICE AGREEMENT**

This Amendment No. 2 to the Inmate Telephone Services Agreement with its effective Cutover Date of 11/4/2015, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Monroe County, Michigan**.

Whereas, the parties previously amended the Agreement in response to the rate cap Order by the FCC in WC Docket 12-375; and

Whereas, the parties now agree as follows:

1. Capitalized terms not expressly defined herein shall have the meaning ascribed thereto under the Agreement.
2. Exhibit B to the Agreement is hereby amended to add the following:

The Visitor™ Video Visitation System, including:

- 18 x Inmate Visitation units
- 2 x Public Visitor units
- 1 x Lobby registration terminal

3. Exhibit C to the Agreement is hereby amended to add the following service fee:

*Remote Video Visitation (per session up to 30 minutes)..... \$7.00
Onsite Video Visitation (limit one session per inmate per week)..... FREE*

4. The current term of the Agreement is hereby extended to be through December 31, 2020 and, thereafter, an extended term of five years shall run through December 31, 2025 (the "Extended Term"). Following the Extended Term, the optional one-year renewal periods shall apply pursuant to Section 1 of the Agreement.
5. Commencing in the Extended Term, Exhibit D to the Agreement is hereby amended to read as follows:

ICS shall pay to County a Commission of 70.1% of the Adjusted Call Revenue for all calls generated from County's Service Locations. For the purpose of the foregoing, "Adjusted Call Revenue" shall mean the gross call revenue less an offset of \$0.25 per call (the "VVS Offset") withheld by ICS to recover its capital outlay for Video Visitation Equipment provided hereunder. Once ICS has recovered an aggregate of \$45,000 in VVS Offsets, then the VVS Offset shall be eliminated and the Commission rate shall be applied to the full gross call revenue. ICS shall also pay to County a Commission of 50% of any service fees collected with respect to Remote Video Visitation services.

ICS shall also make available to County a one-time "Technology Grant" in the amount of \$75,000.00 which may be used, in County's reasonable discretion, to reimburse County or to pay on County's behalf for any applicable technology.

Commissions payable hereunder shall be subject to a minimum annual guarantee ("MAG") of \$250,000 which, at County's option, may be paid in full at the start of each Term year or in

equal monthly installments (each, a "MAG Month Portion") at the beginning of each month. The sum of the actual Commissions earned and VVS Offsets withheld shall be reconciled (annually against the MAG or monthly against the MAG Month Portion, as applicable) and any excess earned Commission shall be promptly paid to County.

The MAG amount shall be established each new Term year based on the average daily population ("ADP") of inmates for the last quarter of the previous Term year according to the following table:

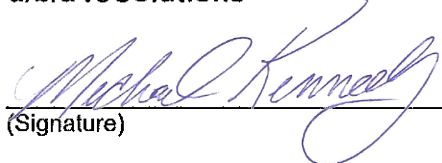
<u>ADP RANGE</u>	<u>ANNUAL MAG</u>
Under 125	N/A
125 – 175	\$100,000
176 – 225	\$150,000
226 – 300	\$200,000
Over 300	\$250,000

6. Except as amended herein, the Agreement shall remain in full force and effect.

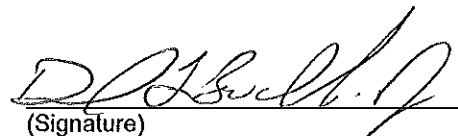
IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

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

Monroe County, Michigan



(Signature)



(Signature)

(Printed Name)

David L. Buchko Jr.

(Printed Name)

(Title)

Chief Deputy

(Title)

(Date)

2/23/2021

(Date)