

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

This Eighth Amendment ("Eighth Amendment") has an effective date of October 1, 2019 ("Eighth 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 and with the Seventh Amendment effective October 1, 2018 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 Eighth 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"), extended on a month-to-month basis from July 31, 2017 through September 30, 2018, and extended for another term from October 1, 2018 through September 30, 2019 ("Second Renewal Term"). The Customer exercises its right to further renew this Agreement for an additional 2-year term which shall begin October 1, 2019, and remain in force throughout the renewal term, with an expiration date of September 30, 2021 ("Third 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 Third 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 4.1.2.1 is hereby added as follows:
 - 4.1.2.1 Effective with the Eighth Amendment Effective Date, ITSP shall pay Customer a one-time upfront supplement payment in the amount of \$60,000.00 payable within 10 days following the execution date of this Eighth Amendment. 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. **Except as expressly modified by this Eighth 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 and this Eighth 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 Eighth Amendment Effective Date, each of the parties has caused this Eighth Amendment to be signed by its duly authorized representatives on the date(s) shown below.

PLACER COUNTY SHERIFF'S OFFICE:

Brett M Wood

Signature

Brett m Wood

Printed Name

Purchasing Manager

Title

10-17-19

Date

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

Brendan Philbin

Signature

BRENDAN PHILBIN

Printed Name

VICE PRESIDENT

Title

11/5/19

Date