

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

This Sixth Amendment ("Sixth Amendment") has an effective date of June 20, 2016 ("Sixth 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 the terms of the Agreement to modify **Section 4.1 COLLECT, PRE-PAID and DEBIT and ATTACHMENT C. CALLING RATES AND FEES** of the Agreement. Customer and ITSP hereby agree as follows:

1. **Section 4.1 COLLECT, PRE-PAID AND DEBIT**, Subsection 4.1.2 is hereby deleted in its entirety and replaced with the following:
  - 4.1.2 For each renewal term of this Agreement, ITSP shall pay Customer **68.1%** on all Gross Revenues as identified herein.
2. **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
<b>Bill Statement Fee:</b>	<b>\$2.00</b>					
<b>Pre-Paid Collect Fees:</b>			<b>\$5.95 Funding Fee (Live Agent)</b> <b>\$3.00 Funding Fee (Automated)</b> <b>\$0.00 Refund Fees</b>			
<b>Commission Rate:</b>	<b>63.1% Initial Term/68.1% Renewal Terms</b>					
<b>Minimum Annual Guarantee:</b>	<b>\$285,000 Initial Term/\$350,000 Renewal Terms</b>					
<b>Investigator Pro™ Fee:</b>	<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/68.1% Renewal Terms
---	--

PLACER COUNTY JUVENILE DETENTION 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	\$0.35	\$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/68.1% Renewal Terms					
Minimum Annual Guarantee:	\$285,000 Initial Term/\$350,000 Renewal Terms					
Investigator Pro™ Fee:	N/A					
Public Pay Telephone Monthly Commission Rate:	N/A					

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

PLACER COUNTY SHERIFF'S OFFICE:

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

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Dan Hutchingson  
 Printed Name  
 \_\_\_\_\_  
 Captain  
 Title  
 \_\_\_\_\_  
 1/6/17  
 Date

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 BRENDAN PHILBIN  
 Printed Name  
 \_\_\_\_\_  
 VICE PRESIDENT  
 Title  
 \_\_\_\_\_  
 12/22/16  
 Date