

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

This First Amendment ("First Amendment") has an effective date of July 31, 2013 ("First 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 Attachment C of the Agreement. Customer and ITSP hereby agree as follows:

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

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

\* Plus applicable taxes and other government fees

2. Except as expressly modified by this First Amendment, the provisions and conditions of the original Agreement are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by this First 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.

**CONFIDENTIAL – PROPRIETARY INFORMATION**

The information contained herein is for use only by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

IN WITNESS WHEREOF, and intending to be bound as of the First Amendment Effective Date, each of the parties has caused this First Amendment to be signed by its duly authorized representatives on the date(s) shown below.

**PLACER COUNTY SHERIFF'S OFFICE:**

Wayne Wood  
Signature  
WAYNE WOOD  
Printed Name  
CAPTAIN  
Title  
9/17/13  
Date

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

John Goetsch  
Signature  
John Goetsch  
Printed Name  
Vice President Technology  
Title  
9/12/2013  
Date

Britt M Wood  
  
Purchasing Manager  
9/19/13