

INMATE TELEPHONE AND VIDEO VISITATION SERVICES AGREEMENT

Amendment #2

Lake County Sheriff's Office

THIS SECOND AMENDMENT ("Second Amendment") has an effective date of July 1, 2021 ("Second Amendment Effective Date") between the County of Lake, a political subdivision of the State of California ("County") and Inmate Calling Solutions, LLC, d/b/a ICSolutions ("Vendor") with an address of 2200 Danbury Street, San Antonio, Texas, 78217.

WHEREAS, on October 1, 2017, County and Vendor entered into an Inmate Telephone and Video Visitation Service Agreement ("Agreement"), as amended with the First Amendment dated May 1, 2020, under which Vendor agreed to install and operate all inmate and visitation telephones and video visitation equipment at the Lake County Jail – Hill Road Facility. The parties hereto desire to further amend the terms of the Agreement to modify **SECTION 2. TERM, SECTION 5. ITS MINIMUM ANNUAL GUARANTEE, and ATTACHMENT C – RATES AND FEES** as follows:

1. **Section 2. Term**, Subsection **2.1** is hereby deleted in its entirety and replaced with the following:

2.1. County and Vendor entered into an Inmate Telephone and Video Visitation Service Agreement on October 1, 2017 for an initial term of 3 years with an expiration date of September 30, 2020 ("Initial Term"), and renewed at the same terms and conditions for another term with the First Amendment from October 1, 2020 to September 30, 2021 ("First Renewal Term"). The County exercises its right to further renew this Agreement for an additional 2-year term which shall begin October 1, 2021 and remain in force throughout the renewal term, with an expiration date of September 30, 2023 ("Second Renewal Term"). This Agreement shall not bind, nor purport to bind, County for any contractual commitment in excess of the Renewal Term(s). However, County, at its sole option, shall have the right to renew this Agreement for an additional 1 year term or on a month to month basis (not to exceed 12 months), with 30 days written notice to Vendor prior to the expiration of the Second Renewal Term of this Agreement. In the event County 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 will not automatically renew.

2. Effective with the Second Amendment Effective Date, **Section 5. ITS Minimum Annual Guarantee**, Subsection **5.1** is hereby deleted in its entirety and replaced with the following:

5.1. Vendor agrees to pay County a Minimum Annual Guarantee (MAG) in the amount of \$100,000.00 for each 12-month period of the Agreement for the ITS and any renewal terms, effective on the first day of call processing under this Agreement ("Anniversary Date"). Effective for the 12-month period starting January 18, 2021, Vendor agrees to pay County a Minimum Annual Guarantee (MAG) in the amount of \$86,000.00 for each 12-month period of the Agreement and any renewal terms.

3. Effective with the Second Amendment Effective Date, **Section 5. ITS Minimum Annual Guarantee**, Subsection **5.2** is hereby added in its entirety as follows:

5.2. Effective with the Second Amendment Effective Date, Vendor shall pay County a one-time upfront supplemental payment of \$7,220 payable within 10 days of the Second Amendment being executed by both parties. Late fees (as outlined in **Section 7 – Payment and Reporting**) shall apply to the upfront supplemental payment should Vendor fail to remit the upfront supplemental payment to County or its Designated Agent as required.

4. Effective with the Second Amendment Effective Date, **Attachment C – Rates and Fees** is hereby deleted in its entirety and replaced with **Attachment C** as attached herein to address changes to the ITS MAG and VVS Rates.
5. Except as expressly modified by this Second Amendment, the provisions and conditions of the original Agreement, as amended, are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by this Second 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, the parties hereto have executed this Operating Plan:

COUNTY:

Chair, Board of Supervisors

Date

Sheriff, Lake County

Date


ATTEST:

Carol J. Huchingson
Clerk of the Board

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:


Inmate Calling Solutions, LLC

Mike Kennedy

Typed or Printed Name

Vice President Sales & Marketing

Title

6/4/2021

Date

APPROVED AS TO FORM:


Anita Grant
County Counsel

Date: 5-12-21

**ATTACHMENT C
RATES AND FEES**

ITS CALLING RATES			
CALL TYPE	COLLECT	PRE-PAID COLLECT	PRE-PAID CARDS/DEBIT
	Per Minute Rate	Per Minute Rate	Per Minute Rate
Local	\$0.25	\$0.21	\$0.21
Intralata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Intrastate	\$0.25	\$0.21	\$0.21
Interlata/Interstate	\$0.25	\$0.21	\$0.21
Domestic International (US Territories Only)	\$0.25	\$0.21	\$0.21
Domestic International (Excluding US Territories)	\$0.25	\$0.21	\$0.21
International (Canada and All Other Countries)	N/A	\$0.50	\$0.50
ITS Revenue Share Rate (%)	50.1%		
ITS MAG	\$100,000.00 Initial Term/\$86,000.00 Renewal Terms		

FEES	
FEE NAME	AMOUNT
Pre-Paid Funding Fee (as defined in <u>Section 4.7 – Compensation</u>) – Cash or Check	\$0.00
Pre-Paid Funding Fee (as defined in <u>Section 4.7 – Compensation</u>) – Automated	\$3.00
Pre-Paid Funding Fee (as defined in <u>Section 4.7 – Compensation</u>) – Live Operator	\$5.95
Pre-Paid Funding Fee (as defined in <u>Section 4.7 – Compensation</u>) – Third Party	100% Pass-Through No Markup Allowed
Billing Statement Fee (Collect services only)	\$2.00
Western Union:	\$5.50 (SwiftPay)
Federal Universal Service Fund Fee (FUSF)	17.9% (adjusted quarterly)
Applicable Required Taxes	Varies (100% Pass-Through/No Markup Allowed)
All Other Fees:	Not Allowed

VVS RATES	
CHARGE/FEE NAME	AMOUNT
Remote Video Visitation	\$7.50 per visit
All Other Fees	Not Allowed
VVS Revenue Share Rate (%)	50.0%

VOICEMAIL CHARGES/FEES (INBOUND)	
CHARGE/FEE NAME	AMOUNT
Inbound Voicemail Message	\$1.00 per message
All Other Fees	Not Allowed
Voicemail Revenue Share Rate (%)	50.0%