

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and Davis County, a political subdivision of the state of Utah (the "County") having its principal address as set forth on Exhibit A, attached hereto. ICS and the County may be collectively referred to as the "Parties" herein or may be individually referred to as a "Party" herein.

1. **Term of Contract.** This Agreement shall commence upon the date inmates within the County's control begin placing telephone calls from the Equipment, which has been estimated to be July 1st 2016 (the "Cutover Date") based on this Agreement being fully executed not less than 45 days prior to such date and shall remain in force and effect for five years from the Cutover Date. Notwithstanding the foregoing or anything to the contrary in this Agreement, this Agreement may be terminated by any of the following actions:
 - a. The mutual written agreement of the Parties;
 - b. By either Party:
 - 1) After any material breach of this Agreement; and
 - 2) Ten calendar days after the non-breaching Party sends a notice to the breaching Party to cure such material breach(es), and the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the ten calendar days, if the nature of the cure is such that it reasonably requires more than ten calendar days to cure the breach, and the breaching Party commences the cure within the ten calendar day cure period and thereafter continuously and diligently pursues the cure to completion.
 - c. By either Party, with or without cause, ninety calendar days after the terminating Party sends to the other Party a written notice of termination of this Agreement;
 - d. By the County, if ICS:
 - 1) Engages in or permits any unlawful or disruptive conduct or any activity not permitted by applicable law, rule, regulation, ordinance, this Agreement, and/or of the policies, procedures, or practices of the County; and
 - 2) Fails to immediately cease such conduct or activity after receiving notification by the County, law enforcement, or otherwise.
 - e. By the County, if the County, for any reason, is unsatisfied with ICS' insurance or the records/documentation that ICS, its agent(s), or Insurer(s) provide(s) to the County regarding ICS' insurance, ten calendar days after the County has sent, by mail, ICS a written notice of termination of this Agreement;
 - f. As otherwise set forth in this Agreement or as permitted by law, rule, regulation or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE COUNTY AND THE COUNTY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO SERVICE PROVIDER, IF ANNUAL APPROPRIATIONS, AS PART OF THE COUNTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE COUNTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT TO SERVICE PROVIDER WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE COUNTY UNDER THIS AGREEMENT.

Upon termination of this Agreement, the County shall immediately cease the use of any Equipment provided hereunder.

2. **Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone

sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of the County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case only after consulting with the County and subsequent to at least thirty (30) days prior notice to the County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.

3. **Alteration and Attachments.** The County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by the County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to the County. Additional training may be provided upon the County's request based on availability of ICS and at no cost to the County.
5. **Call Rates.** ICS shall provide collect calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to the County.** ICS will install, operate and maintain Equipment at no charge to the County. ICS will pay the County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to the County on amounts relating to taxes, regulatory surcharges, such as universal service fund, or other fees and charges not applicable to the billed calls.

ICS will pay Commissions to the County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by the County or wired to an account designated in writing by the County for such purpose.

The Parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the Parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the Parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either Party may terminate this Agreement with an additional 60 days' prior written notice.

7. **The County's Duties, Responsibilities, and/or Obligations.** The County shall:
 - a. Advise ICS of any Service Locations or related premise that has been closed.
 - b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
 - c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.

- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
 - e. Provide suitable space and accessibility for Inmates' use of telephone services.
 - f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
 - g. Permit reasonable access by ICS to the County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
 - h. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.
8. **ICS' Duties, Responsibilities, and/or Obligations.** ICS shall at all times faithfully, industrially, and to the best of ICS' ability, experience, and talents, perform all of the duties, that may be required of and from ICS pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the County.
9. **Choice of Law; Jurisdiction; Venue.** This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, Utah (or Salt Lake City, Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the state of Utah as set forth directly above. Any Party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
10. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective Party at the address first set forth above unless otherwise communicated in writing.
11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and may not be modified or amended other than by a written instrument executed by both Parties. Any orders placed by the County hereunder shall be incorporated herein by mutual consent of the Parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the Parties.
12. **Risk of Loss.** ICS shall relieve the County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, the County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of the County, its employees or others under the County's supervision.
13. **Governmental Immunity.** The Parties recognize and acknowledge that the County is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, *et seq.*, Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. The County's officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the County, even if performing functions outside of the territorial limits of the County, and shall be deemed officers and employees of the County under the provisions of the Utah Governmental Immunity Act.

14. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a Party with the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
15. **Waivers or Modification.** No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full-bargained-for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
16. **Rights and Remedies Cumulative.** The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
17. **Time is of the Essence.** Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
18. **Relationship.** The Parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each Party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such Party's employees. Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
19. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying Party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each Party shall bear its own liability and costs of defense for any third party claims. No term or condition of this Agreement, including, but not limited to, insurance required under this Agreement, shall limit or waive any liability that a Party may have arising from, in connection with, or relating to the Claims.
20. **Survival of Terms, Provisions, Promises, or Otherwise.** Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, or with respect to any uncured breach or default of or under this Agreement.
21. **Force Majeure.** Either Party may suspend all or part of its obligations hereunder and such Party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such Party.
22. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or

render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and the County shall be construed and enforced accordingly.

23. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to the County.
24. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
25. **Warranty.** Subject to the County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to the County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each of the Service Locations. The County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As the County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by the County with respect to such nonconforming or defective Equipment upon ICS' receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

26. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither Party shall solicit or hire the other Party's employees, agents or representatives engaged by such Party to perform work relating to this Agreement, without the express written consent of the other Party.
27. **Confidentiality.** During the term of this Agreement, each Party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, and/or business strategies (collectively, "Confidential Information") of a character identified by the disclosing Party as confidential and that should reasonably have been understood by recipient,

because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing Party. Each Party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each Party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing Party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing Party's Confidential Information.

Nothing in this Agreement shall prevent the receiving Party from disclosing Confidential Information to the extent the receiving Party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

Notwithstanding anything herein to the contrary, the Parties understand, acknowledge, and agree that the County is a political subdivision of the state of Utah and subject to federal, state, and local records laws. Therefore, the Parties understand, acknowledge, and agree that the County will disclose all records as required by applicable law, including, but not limited to, this Agreement.

28. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to the County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by the County. Such license is specific to the County and the Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of the County to Use the Enforcer[®] software will expire and terminate. The County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer[®] software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer[®] software.
29. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
30. **Taxes.** Except as expressly provided for herein, each Party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
31. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
 - a. A valid occurrence form commercial general liability insurance policy, which either covers contractual agreements for hold harmless, defense, and indemnification costs, expenses, or

otherwise such as the indemnification, defense, and hold harmless provision set forth in this Agreement or whereby "Davis County" is endorsed by the Insurer as an "additional Insured" to the insurance policy, with minimum limits as follows: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.

- b. A valid Commercial Automobile Liability insurance policy with minimum limits of \$1,000,000 Combined Single Limit.
- c. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by applicable Utah law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, Service Provider shall provide County with the applicable state issued waiver relating to any and all proprietors, partners, executives, officers, members, or otherwise of Service Provider where the Workers Compensation and Employers' Liability insurance has been waived.

ICS shall provide certificates evidencing the above coverage amounts on an annual basis to the County.

32. **Counterparts; Electronically Transmitted Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

{Remainder of page intentionally left blank. Signature page and Exhibits follow.}

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective Parties:

Inmate Calling Solutions, LLC

Brendan Philbin
(Signature)

BRENDAN PHILBIN
(Printed Name)

VICE PRESIDENT
(Title)

4/27/16
(Date)

Davis County

John Petroff, Jr.
(Signature)

John Petroff, Jr.
(Printed Name)

Commission Chair
(Title)

5/3/16
(Date)

ATTEST:

C. Koch

Curtis Koch, Davis County Clerk/Auditor

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Davis County
Attn: Sheriff's Office
P.O. Box 618
Farmington, UT 84025

Davis County
Attn: Civil Division
P.O. Box 618
Farmington, UT 84025

Facilities & Service Locations:

Facility Name

Service Locations

Davis County Correctional Facility

800 West State Street
Farmington, UT 84025

Equipment to be shipped to:

Davis County Sheriff's Office ¶
800 West State Street ¶
Farmington, UT 84025

Commissions to be paid to:

Davis County
Attn: Sheriff's Office
P.O. Box 618
Farmington, UT 84025

Exhibit B – Equipment

Centralized Enforcer Call Processing

- 62 x Inmate Housing Telephones
- 4 x Attorney Visitation Phone Sets (Not Recorded)
 - Remove 33 Visitation Phone Sets that are no longer required
- 3 x Public Payphones
- 1 x TDD\TTY Unit
- 1 x Workstation & Printer
- Unlimited Enforcer User Licenses

- **Interface to JMS platform**

- **Enforcer Technology Suite**
 - The Verifier – Biometric Inmate Identity Verification
 - The Informer – PREA Module
 - The Communicator – Inmate Request Portal
 - The Attendant – Informational IVR
 - Word Detective – Phonetic Word Search Technology
 - Data Detective – Data Mining & Link Analysis

- **Interface to Banking & Commissary**
 - Automated Cardless Debit Calling
 - Over-the-Phone Commissary Ordering

- **Inmate Voicemail**
 - Inbound messaging for friends and family

- **Site Administrator\Technician**
 - ICS employee shall dedicate to the County at least 20 hours per week

- **Inmate Tablet Program (60 Day Trial Period)**
 - 40 x Ruggedized Inmate Tablets from JES
 - 1 x Mobile Charge Cart
 - Mobile charge cart equipped for secure storage\charging of tablet devices plus carrying cases for easy transport
 - 2 x WiFi hotspots to provide wireless access coverage in the single housing areas.
 - Edovo Educational Content
 - Library of content focusing on educational, treatment and vocational courses.
 - Rewards-Based Learning Approach with Free access to entertainment (Music\Movies\Games)
 - Equipped with data tracking for course\module completion
 - Access to fee-based content (music, movies, games etc.)
 - Equipped with data tracking for investigative and security measures
 - Local content hosting such as inmate handbook, religious services etc.
 - Access to educational suite for released inmates to complete course work.
 - At end of the 60 Day trial period, the Inmate Tablet Program will automatically terminate, and ICS shall pick up the corresponding equipment, unless the County, through written notification, elects to:

- (1) Continue with the 40 Tablet program and pay ICS \$1,300.00 per Month for the remaining 58 Months. This amount will be offset from commissions otherwise due to County; or
- (2) Expand the program to include additional tables and coverage areas. The total cost to expand the program would be determined following a detailed site survey and project scope discussions with County.

- **Inmate Email provided by Access Corrections**

- 1 x Dell H826 – Multifunction Color Printer
 - Printer will be connected to designated County workstation
- Printer delivered with ink cartridge and paper
- Replacement ink cartridge & paper provided upon request
- Full Administrative Suite
 - Word Watch scanning enabled
 - Activity Data Mining Enabled
 - Extensive Reporting menu
- Email service priced at \$0.60 per message sent
- Photo service priced at \$0.60 per photo sent
- Revenue Share
 - County will receive \$0.20 per email message
 - County will receive \$0.05 per photo
 - Earned Commissions will be distributed to County by Access Corrections
 - Commission paid monthly, 45 days following the activity month.

Exhibit C – Call Rates

The following rates apply to calls from the Davis County Correctional Facility

Calling Rates		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16
International (Debit Only)	\$0.00	\$0.95

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees:

Payment Processing Fee (Live Agent)..... \$5.95
Payment Processing Fee (IVR or Internet)..... \$3.00
(All other fees free or waived)

Inmate Voicemail:

Fee per message..... \$1.00

Exhibit D – Commissions

ICS shall pay to the County a Commission of 70.1% of the gross revenue for all call types generated from the County's Service Locations.

Additionally, a Minimum Annual Guarantee ("MAG") of \$300,000 shall apply to Commissions payable to the County, which shall be reconciled on an annual basis with any shortfall paid to the County within 30 days of the end of each Term year.

In addition to the foregoing, ICS shall pay to the County 50% of any services fees collected with respect to inmate voicemail services.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

**AMENDMENT No. 1 to the
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 1 to the Inmate Telephone Services Agreement dated 7/1/2016 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Davis County**, a political subdivision of the state of Utah ("County") effective as of April 15, 2017 ("Amendment Date"). Whereas, the parties agree as follows:

1. The 'Inmate Tablet' segment of the Equipment, as more fully described on Exhibit B of the Agreement, is hereby amended to read as follows:
 - **Inmate Tablet Program**
 - 200 x Ruggedized Inmate Tablets from JES
 - 5 x Mobile Charge Carts (equipped for secure storage\charging of tablet devices plus carrying cases for easy transport
 - 22 x WiFi hotspots for wireless access coverage in the housing areas (A,B,C,D,E,G,H,I,J,K).
 - Edovo Educational Content
 - Library of content focusing on educational, treatment and vocational courses.
 - Rewards-Based Learning Approach with Free access to entertainment (Music\Movies\Games)
 - Equipped with data tracking for course\module completion
 - Access to fee-based content (music, movies, games etc.)
 - Equipped with data tracking for investigative and security measures
 - Local content hosting such as inmate handbook, religious services etc.
 - Access to educational suite for released inmates to complete course work.
 - Increase WAN bandwidth to accommodate additional tablets and deploy by 7/1/2017.
2. The Commission rate, set forth on Exhibit D to the Agreement, is hereby amended to be 55.1% effective with the revenue period of July, 2017. In addition, the MAG defined on Exhibit D shall be reduced to \$240,000 effective with the Term year commencing 7/1/2017.
3. 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 effective as of the Amendment Date first set forth above:

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


Brendan Philbin, Vice President

4/21/17
(Date)

Davis County, Utah


James E. Smith, Chair

5/2/17
(Date)

Attest: 
Curtis Koch, Davis county Clerk/Auditor

5/2/17
(Date)