

**FIRST AMENDMENT TO AGREEMENT NO. 30437
FOR INMATE COMMUNICATION SERVICES BETWEEN
COUNTY OF TULARE AND INMATE CALLING SOLUTIONS, LLC**

THIS FIRST AMENDMENT is entered into as of November 1, 2021 ("First Amendment Effective Date") between the County of Tulare ("COUNTY") and Inmate Calling Solutions, LLC d/b/a ICSolutions ("CONTRACTOR"). The terms and effective date of this First Amendment will be coterminous with the Agreement.

WHEREAS, on November 1, 2021, COUNTY entered into Agreement No. 30437 with CONTRACTOR to install and operate inmate communication services (inmate telephone service, video visitation services, tablets, and intake and lobby kiosks and payment services) and related equipment at COUNTY's Facilities;

WHEREAS, the California Public Utilities Commission (CPUC) opened its Order Instituting Rulemaking to Consider Regulating Telecommunications Services Used by Incarcerated People [(R.) 20-10-002] on October 8, 2020, and issued its Decision Adopting Interim Rate Relief for Incarcerated Persons Calling Services [Rulemaking 20- 10-002; Decision 21-08-037] on August 23, 2021, which mandated interim caps on intrastate calling rates and prohibited automated payment fees, paper bill/statement fees, live agent fees, and single-call fees in association with intrastate and jurisdictionally mixed calls to take effect on October 7, 2021 ("CPUC Order"); and

WHEREAS, the Federal Communications Commission (FCC) released its Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking [WC Docket No. 12-375] on May 24, 2021, which mandated interim caps on interstate, jurisdictionally mixed, and international calling rates to take effective on October 26, 2021 ("FCC Order").

WHEREAS, CONTRACTOR implemented the required rate caps in accordance with the FCC and CPUC Orders and has at all times pertinent to the Agreement had the required rate caps in place.

WHEREAS, the parties hereto now desire to formally amend the terms of the Agreement, specifically to address the changes to the international rates, for compliance with the mandates prescribed in the aforementioned FCC Order and CPUC Order.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Exhibit B – Rates, Fees, and Revenue Share** of the Agreement is hereby deleted in its entirety and replaced with amended Exhibit B attached herein.
2. This First Amendment is effective as of November 1, 2021.

Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CONTRACTOR

Inmate Calling Solutions, LLC d/b/a ICSolutions

Date: 3/6/2024

By: 

Print Name Mike Kennedy

TITLE: Vice President Sales & Marketing

Date: 3/26/2024

By: 

Print Name BRENDAN PHILBIN

TITLE: VICE PRESIDENT

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: 6/11/2024

By: 

Chair, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: 
Deputy Clerk



Approved as to Form:
County Counsel

By: Allison K. Pierce
Deputy

Date: 4/23/24

Matter #: 20231322

EXHIBIT B
RATE, FEES, AND REVENUE SHARE

ITS RATES AND FEES		
ITS CALLING RATES		
Call Type / Bill Type	Per Minute Rate	Avg. Cost/15-Minute Call
Local		
Collect/Direct Bill	\$0.07	\$1.05
Pre-Paid Collect	\$0.07	\$1.05
Pre-Paid Card/Debit	\$0.07	\$1.05
Intralata/Intrastate		
Collect/Direct Bill	\$0.07	\$1.05
Pre-Paid Collect	\$0.07	\$1.05
Pre-Paid Card/Debit	\$0.07	\$1.05
Interlata/Intrastate		
Collect/Direct Bill	\$0.07	\$1.05
Pre-Paid Collect	\$0.07	\$1.05
Pre-Paid Card/Debit	\$0.07	\$1.05
Interlata/Interstate and Domestic International		
Collect/Direct Bill	\$0.07	\$1.05
Pre-Paid Collect	\$0.07	\$1.05
Pre-Paid Card/Debit	\$0.07	\$1.05
International		
Collect/Direct Bill	N/A	N/A
Pre-Paid Collect	\$0.16 + int'l. carrier cost ¹	Varies
Pre-Paid Card/Debit	\$0.16 + int'l. carrier cost ¹	Varies
Inbound Voicemail (30-seconds)	\$1.99	Per Voicemail
ITS FEES		
Fee Type	Amount	Frequency
Collect Billing Fee	Not Allowed	
Pre-Paid Collect, Collect, Debit Funding Fees:		
IVR/Web/Live Agent	Not Allowed	
Third Party (Western Union)	\$1.80	Per Deposit
ITS REVENUE SHARE		
Description	Percentage / Amount	Frequency
Revenue Share (%) ITS	45%	Monthly
Revenue Share (%) Voicemail	50%	Monthly
Minimum Annual Guarantee (MAG)	\$150,000.00	Annually
Supplemental Payment	\$500,000.00	One-time

¹ International rates shall be applied in accordance with ITSP's tariff filed with the Federal Communications Commission (FCC) and available to Customer upon request.

VVS RATES, FEES AND REVENUE SHARE		
VVS RATES		
Description	Per Minute Rate	Cost/30-min visit
Onsite Video Visits:	Two (2) free visits per inmate per week	\$0.00
Remote Video Visits:	\$0.25	\$7.50
Excess Onsite Video Visits:	\$0.25	\$7.50
VVS REVENUE SHARE (%)		
Remote and Excessive Onsite Video Visits		25%

EXHIBIT B – CONT.
RATE, FEES, AND REVENUE SHARE

TABLET RATES, FEES AND REVENUE SHARE		
TABLET RATES		
Category	Amount	Fee Unit
Electronic Messages	\$0.25	Per Message
Photos	\$0.50	Per Message
Educational	No Charge	N/A
Entertainment Media - Games	\$0.05	Per Minute
Entertainment Media - Movies	\$0.05	Per Minute
Entertainment Media - Music	\$0.05	Per Minute
Entertainment Media - Streaming	\$0.05	Per Minute
TABLET REVENUE SHARE (%)		
Electronic Messages and Per Minute Usage		25%

KIOSK FEES AND REVENUE SHARE		
INTAKE KIOSK FEES		
Deposit Type	Amount	Fee Amount
Credit/Debit Card/Cash	No Fee	Per Deposit
LOBBY KIOSK FEES		
Deposit Method	Amount	Frequency
Credit/Debit Card	\$3.00 + 3% of deposit amount	Per Deposit
Cash (\$0.00 - \$200.00):	\$3.00	Per Deposit
SELF-BAIL FEES		
Payment Type	Amount	Frequency
Credit/Debit Card	\$5.00 + 5% of deposit amount	Per Deposit
Cash (\$0.00 - \$9,999):	\$3.00	Per Deposit
WEBSITE OR CALL CENTER FEES		
Deposit Method	Amount	Frequency
IVR/Automated Deposit Fee	\$4.95 + 3% of deposit amount	Per Deposit
Live Representative Deposit Fee	\$4.95 + 3% of deposit amount	Per Deposit
Mobile Application Deposit Fee	\$3.00 + 3% of deposit amount	Per Deposit
Web-based Deposit Fee	\$3.00 + 3% of deposit amount	Per Deposit
Money Order/Check Fee (Mail-In)	No Charge Allowed	Per Deposit
KIOSK REVENUE SHARE		
Lobby Kiosk, Self-Release, Web/Call Center Deposits		\$0.50 Per Deposit