

**SECOND AMENDMENT TO THE INMATE TELEPHONE SERVICE AGREEMENT
BETWEEN SANTA BARBARA COUNTY AND INMATE CALLING SOLUTIONS, LLC,
d/b/a ICSOLUTIONS**

This Second Amendment ("Second Amendment") has an effective date of December 6, 2013 ("Second Amendment Effective Date") between Santa Barbara County¹ ("County²") and Inmate Calling Solutions, LLC, d/b/a ICSolutions. ("ITSP").

WHEREAS, on December 6, 2010, County and ITSP entered into an Inmate Telephone Agreement ("Agreement"); and,

WHEREAS, the Agreement was amended on August 1, 2011; and,

WHEREAS, County and ITSP desire to further amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, County and ITSP hereby agree as follows:

1. Item 4.1. of Section 4 – The first sentence of Compensation of the Agreement is hereby deleted and replaced with the following:

4.1 ITSP shall pay County sixty six percent (66%) commission on all gross revenue generated by and through the ITS.

2. Item 4.2- Debit Signing Bonus of the Agreement is hereby modified by this Second Amendment and hereby amended with the following:

ITSP shall provide County with twenty five thousand dollars (\$25,000.00) within thirty (30) days of the Second Amendment acceptance date.

3. Item 16.3 is added to Section 16 – Additional Technology of the Agreement as follows:

16.3 ITSP shall provide County with its Attendant Information Interactive Voice Response (IVR) system at no cost to County. This technology may be implemented within ninety (90) days of the Second Amendment Effective Date and shall remain in effect until the expiration date of this Agreement or until the program is terminated by County.

16.3.1 The IVR system shall automate internal inquiries from outside calls from inmate friends and family members to the Facilities. The IVR system shall interface with County's JMS at no cost to County. County shall authorize its JMS vendor to provide the necessary requested data elements to ITSP

16.3.2 The IVR system shall accept the requested data elements from County's JMS and provide general information pertaining to an inmate's status to include, but not be limited to, court date, bail bond amount, release dates, visitation eligibility and times etc. for inmates at the Facilities. Access and use of the automated information technology shall be unlimited to inmate friends and families.

¹ Santa Barbara County was referred to as Santa Barbara County Sheriff's Department in the Agreement and First Amendment.

² County was referred to as Customer in the Agreement and First Amendment.

16.3.3 The IVR system shall contain one primary application; the application shall automate answering of incoming calls from inmate friends and family members. The application shall include a Spanish interface.

16.3.4 The IVR system for inmate friends and family shall transfer exception (opt-out) callers back to the Facility's staff members for personal assistance.

16.3.5 County shall notify ITSP of any service issues. ITSP agrees to resolve all reported service issues within 48 hours after receipt provided such service issues are directly related to the performance of the IVR. ITSP shall provide:

16.3.5.1 Accessibility/availability to IVR 7 days a week, 24 hours a day and 99% (with the exception of scheduled downtime) of the time and shall be tracked and reset on a monthly basis;

16.3.5.2 An assignment of a trouble ticket number for each reported issue with a resolution plan communicated to County or Designated Agent within 24 hours;

16.3.5.3 Remote diagnostics and resolution of software issues;

16.3.5.4 Quarterly system review teleconferences which are to include recaps of all incidents and resolutions.

16.3.5.5 Should County choose to terminate the use of the automated information technology; County shall do so at County's discretion at no cost.

4. **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 amended and 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.**

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Liability Insurance

Endorsement

Policy Period JANUARY 1, 2013 TO JANUARY 1, 2014
Effective Date JANUARY 1, 2013
Policy Number 7321-00-90 RMG
Insured CENTRIC GROUP, LLC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued JANUARY 9, 2013

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Conditions

*Transfer Or Waiver Of
Rights Of Recovery
Against Others
(continued)*

Designated Person Or Organization
SEE FORM 80-02-2373

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. A. H. 2", written over a horizontal line.



Policy Conditions

Endorsement

Policy Period JANUARY 1, 2013 TO JANUARY 1, 2014
Effective Date JANUARY 1, 2013
Policy Number 7321-00-90 RMG
Insured CENTRIC GROUP, LLC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued JANUARY 9, 2013

This Endorsement applies to the following forms:

LIABILITY DECLARATIONS

The Named Insured is amended to include the following:

Named Insured

CENTRIC GROUP, LLC
ACCESS CATALOG COMPANY, LLC
CENTRIC GROUP, LLC DBA KEEFE SUPPLY CO.
COURTESY PRODUCTS, LLC
KEEFE COMMISSARY NETWORK, LLC
ECG2, LLC DBA ANDES GROUP
KEEFE COMMISSARY NETWORK, LLC DBA ACCESS SECUREPAK
TRG ACCESSORIES, LLC
OLIVETTE PRODUCTS, LLC
INMATE CALLING SOLUTIONS, LLC
INMATE CALLING SOLUTIONS, LLC DBA ICSOLUTIONS
BOONE VALLEY GOLF CLUB
ADVANCED TECHNOLOGIES GROUP

All other terms and conditions remain unchanged.

Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)

1/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1358969 Inmate Calling Solutions, LLC dba ICSolutions 2200 Danbury Street San Antonio TX 78217	INSURER A: Federal Insurance Company 20281	
	INSURER B: Great Northern Insurance Company 20303	
	INSURER C: Continental Casualty Company 20443	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CENGR CERTIFICATE NUMBER: 12729571 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	7321-00-90	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP/AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	N	73210092	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	L5085511623	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7165-55-50	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Santa Barbara and the Santa Barbara County Sheriff's Office are additional insureds under general liability and automobile liability as required by written contract. Waiver of subrogation applies under general liability as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

12729571
 Santa Barbara County Sheriff's Office
 4436 Calle Real
 Santa Barbara CA 93110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
