

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

This Third Amendment (“Third Amendment”) has an effective date of December 6, 2014 (“Third 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 December 6, 2013; 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. **Section 2 – Term** is hereby amended to extend the expiration date of the Agreement from December 5, 2014 for a period of six (6) months through **June 5, 2015**. County, at its sole option, shall have the right to renew the Agreement for an additional six (6) month term with thirty (30) days written notice to ITSP prior to the expiration of the Agreement. In the event County exercises such right, all terms and conditions, requirements and specifications in the Agreement shall remain and apply during the renewal term. This Agreement will not automatically renew.
2. **Except as expressly modified by this Third Amendment, the provisions and conditions of the original Agreement, as amended by the First and Second Amendments, are unchanged and shall remain in full force and effect. The original Agreement, as amended and as expressly modified by the First and Second Amendments and this Third 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.**

{INTENTIONALLY LEFT BLANK}

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.

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

Page 2

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

Santa Barbara County, by

**Inmate Calling Solutions, LLC.
D/b/a ICSolutions, by**

Steve Lavagnino, Chair

Signature

Date

Printed Name

Attest:
Mona Miyasato,
Clerk of the Board

Title

Date

By: Deputy

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Kevin E. Ready, Sr.
Senior Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

SHERIFF-CORONER

Bill Brown; Sheriff - Coroner
Santa Barbara County

By: _____
County Executive Officer

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

Page 3

Risk Manager