

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

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

Santa Barbara County, by

Steve Lavagnino, Chair

Date

Attest:

Mona Miyasato,
Clerk of the Board

By: Deputy

APPROVED AS TO FORM:
MICHAEL GHIZZONI
COUNTY COUNSEL

By: 


Kevin E. Ready, Sr.
Senior Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: 

County Executive Officer
Risk Manager

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


Signature

BRENDAN PHILBIN
Printed Name

VICE President
Title

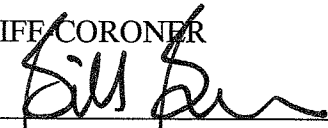
2/17/14
Date

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

By: 

Deputy

SHERIFF/CORONER


Bill Brown; Sheriff - Coroner
Santa Barbara County



Liability Insurance

Endorsement

<i>Policy Period</i>	JANUARY 1, 2013 TO JANUARY 1, 2014
<i>Effective Date</i>	JANUARY 1, 2013
<i>Policy Number</i>	7321-00-90 RMG
<i>Insured</i>	CENTRIC GROUP, LLC
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	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. J. W.", is 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 COMMISARY 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

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): FAX (A/C No.):	
INSURED 1358969 Inmate Calling Solutions, LLC dba ICSolutions 2200 Danbury Street San Antonio TX 78217	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 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	Y	Y	7321-00-90	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person)				\$ 10,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:		PERSONAL & ADV INJURY				\$ 1,000,000		
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	AUTOMOBILE LIABILITY	Y	N	73210092	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)				\$ XXXXXXXX		
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)				\$ XXXXXXXX		
	<input type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident)				\$ XXXXXXXX		
								\$ XXXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			L5085511623	1/1/2014	1/1/2015	EACH OCCURRENCE	\$ 3,000,000	
	<input type="checkbox"/> EXCESS LIAB		AGGREGATE				\$ 3,000,000		
	<input type="checkbox"/> CLAIMS-MADE						\$ XXXXXXXX		
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	7165-55-50	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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