



# STAFF REPORT

**Report To:** Board of Supervisors

**Meeting Date:** July 7, 2016

**Staff Contact:** Laura Tadman and Ken Furlong, Sheriff

**Agenda Title:** For Possible Action: To approve Amendment No. 1 to Contract No. 1415-150 Inmate Telephone Services Agreement with ICSolutions to change the various calling rates and reduce the commission rate to 45.1% as a result of the Federal Communications Commission (FCC) implementing changes. (Laura Tadman; Ltadman@carson.org and Ken Furlong; Kfurlong@carson.org)

**Staff Summary:** The FCC recently implemented changes designed to lower calling rates and reduce or eliminate fees for inmate phone calls across the country. There are two parts to the ruling: a “tiered” rate structure and a “fee cap”. The “tiered” rate structure was challenged in the Court of Appeals and is still being litigated. The “fee cap” was upheld. Fees paid by the consumer are currently \$5.95. The FCC ruling will reduce that amount to \$3.00. As a result, ICSolutions is requesting a change in the fee structure of our current contract.

Carson City currently receives a commission of 55.1% of gross revenue for all call types generated from the Carson City Detention Facility. The amendment will reduce that to 45.1%.

**Agenda Action:** Formal Action/Motion

**Time Requested:** 5 minutes

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## **Proposed Motion**

I move to approve Amendment No. 1 to Contract No. 1415-150 Inmate Telephone Services Agreement with ICSolutions to change the various calling rates and reduce the commission rate to 45.1%.

## **Board's Strategic Goal**

Efficient Government

## **Previous Action**

Contract 1415-150 was approved at the March 19, 2015 Board of Supervisors meeting for three (3) years with automatic renewals for two (2) additional terms of one (1) year.

## **Background/Issues & Analysis**

Our average commission per month is \$5,872. Using average commissions paid since July, 2014 the commission reduction could reduce our annual revenue by \$7,046. However, it is impossible to know if we will actually see the full 10% reduction in revenue. On the other side of the coin, lower fees to the person purchasing the card may result in more funds being applied to the card. For this reason, we most likely will see slightly less than the 10% reduction.

Paragraph 6 of the current agreement states, in part, “County agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff governed by a regulatory body having jurisdiction over the public communications contemplated herein.” The FCC has jurisdiction, and therefore, this commission reduction falls within the provisions of the current agreement.

**Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

Is there a fiscal impact?  Yes  No

If yes, account name/number: 280-0000-363.20-00

Is it currently budgeted?  Yes  No

Explanation of Fiscal Impact: Commissions resulting from this contract are used to partially fund operations in the Inmate Commissary. Telephone commission revenue is deposited in account 280-0000-363.20-00. The telephone commission revenue budgeted in FY2017 \$60,000. This is a conservative budget. Based on average commissions received over the last two years, the revenue will be closer to \$71,000. If we see the entire 10% reduction in commissions due the to the FCC ruling, our revenue should still be approximately \$64,000. The FY 2017 ending fund balance in the Commissary Fund is projected to be \$17,723. This amount is based on a telephone commission amount of \$60,000. Even with the commission reduction we will receive more than that amount.

**Alternatives**

Not approve the Amendment

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**Contract 1415-150  
AMENDMENT NO. 1 to the  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 1 to the Inmate Telephone Services Agreement dated May 1, 2015, (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Carson City Sheriff's Office** (the "County") effective as of June 20, 2016 ("Amendment Date"). Whereas, the parties agree as follows:

1. The Calling Rates set forth on Exhibit C to the Agreement are hereby amended to be as follows:

<b>Collect Calling Rates</b>		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.25
Intrastate/IntraLATA	\$0.00	\$0.25
Intrastate/InterLATA	\$0.00	\$0.25
Interstate	\$0.00	\$0.25

<b>Prepaid &amp; Debit Calling Rates</b>		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.21
Intrastate/IntraLATA	\$0.00	\$0.21
Intrastate/InterLATA	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
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.*

*Non-Commissionable Billing Fees:*

*Payment Processing Fee (Live Agent)..... \$5.95*

*Payment Processing Fee (IVR or Internet)..... \$3.00*

*(All other fees free or waived)*

2. The Commission rate set forth on Exhibit D to the Agreement is hereby amended to be 45.1%.
3. Except as amended herein, the Agreement shall remain in full force and effect.

*{Remainder of page intentionally left blank. Signature page follows.}*

**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**

**Carson City Sheriff's Office**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



June 13, 2016

To: The Board of Supervisors, Carson City, Nevada  
From: ICSolutions  
Re: FCC Order Reducing Fees and Associated Commission Payments for Inmate Telephone Contract

The Federal Communications Commission (FCC) recently implemented changes designed to lower calling rates and reduce or eliminate fees for inmate phone calls across the country. The “tiered” rate structure the FCC proposed was challenged in the Court of Appeals and is still being litigated, however the “fee caps” the FCC set will take effect on June 20, 2016. As a result of this change ordered by the FCC, ICSolutions is required to change the fee structure currently in place at Carson City to FCC approved limits.

Funding fees for consumers are typically \$5.95 to \$9.95 per transaction today across the U.S., but will be lowered to \$3.00 for those using the web or automated phone processing, or \$5.95 for those calling in to a live operator. These fee caps will go into effect for all ICSolutions customers on 06/20/16 to insure we are in compliance with FCC rules. As a result, there will be a significant reduction in funding fee revenue generated by friends and family members, most of whom already utilize the web or automated call services to fund pre-paid or debit accounts. After June 20, 2016, the funding fee that is currently \$5.95 at Carson City will be reduced to \$3.00 – a reduction of almost 50%. This reduction in fee revenue forces ICSolutions to adjust the commission percentage we pay on inmate calling to all customers, including Carson City. The current commission rate being paid to Carson City is 55.1% as outlined in our contract signed on 4/27/15. As a result of the FCC Order lowering fees charged to friends and family members, ICSolutions must reduce that commission percentage for Carson City to 45.1%. This reflects the degradation we will experience in fee revenue generated by the reduced fees mandated by the FCC.

ICSolutions will continue to pay commission on all call types (including Interstate calls, which our competitors typically do not pay commission on). In addition, ICSolutions believes that inmate calling revenue may in fact increase as a result of this change – consumers will have more money to spend on phone calls when they are spending less on fees, and because Carson City is paid commission on calls but not on fees, the resulting increase in commissionable revenue will offset a portion of the commission percentage reduction we must implement. For example if a customer has \$100 dollars to spend and was charged \$23.80 (\$5.95 X 4 funding events) in fees and spent the rest on pre-paid calls, Carson City would have received 55.1% commission on \$76.20 or a total of \$41.98. Under the new fee caps and commission reduction, that customer is likely to be charged only \$12 in fees (\$3.00 X 4 funding events) and would have \$88 for calls which Carson City would be paid commission on at 45.1% for a total of \$39.68. In this example the commission percentage was reduced by 10%, but the commission amount received went down about 5% because Carson City does not receive commission on fees but does on call revenue. The 10% reduction in Commission payment to the County will not recover all the revenue loss that ICSolutions will realize as a result of the mandated Fee changes, but we feel it is a balanced approach to equalize the financial impact to both organizations. At the end of the day, the beneficiary of the FCC actions is the inmates and their families and we are both contributing to that reduced cost of calling for these constituents.

At the same time, ICSolutions wants to standardize calling rates for the majority of our customers across the country at a per-minute rate the FCC has already validated as fair and reasonable, that being \$0.25 per minute for Collect calling and \$0.21 per minute for Pre-Paid and Debit calling with no surcharges. Should the FCC prevail in the Court of Appeals these rates may be reduced even further, but the appeal process is expected to continue into 2017 and ICSolutions believes that even if the FCC tiered rate structure is eventually adopted it will have little or no effect on revenue generation or commissions because our rates would already be very close to the tiered rate plan the FCC proposed.

With your approval, ICSolutions will implement the FCC required changes to the fee structure, the associated reduction in commission percentage, and the standardization of calling rates all at the same time – retroactive to 6/20/16. A contract Amendment has been provided along with this letter. If you have any questions or concerns please don't hesitate to call or email Jim Crouch, ICSolutions Regional Account Manager at 480-213-6264 or via email at [jcrouch@icsolutions.com](mailto:jcrouch@icsolutions.com).

Warm Regards,

*Jim Crouch*

Jim Crouch  
Regional Account Manager  
ICSolutions

## 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 Carson City Sheriff's Office (the "County") having its principal address as set forth on Exhibit A, attached hereto.

1. **Term of Contract.** This Agreement shall commence on \_\_\_\_\_, 2015 (the "Effective Date") based on this Agreement being fully executed not less than 30 days prior to such date and shall remain in force and effect for three (3) years from the Effective Date. This Agreement shall automatically renew for two (2) additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Furthermore, in the event ICS fails to perform the services or duties outlined in this Agreement and such failure shall continue for a period of thirty (30) days after the giving of written notice thereof by County, then, County shall have the right to cancel this Agreement without charge or liability. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
2. **Equipment.** This Agreement applies to the provision of Equipment by ICS 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 and 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 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 with at least thirty (30) days prior notice to 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.** 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 County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
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 County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay 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 Locations. No Commissions shall be paid to 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 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 County or wired to an account designated in writing by County for such purpose.

County agrees that all Commissions are subject to change based on any changes that may be required by the applicable Public Service Commission or any policy, regulation or tariff governed by a regulatory body having jurisdiction over the public communications contemplated herein. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Effective Date and having access to telephones materially consistent with industry practice.

**7. County shall:**

- a. Advise ICS of any Services Location 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 County's 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. Law and Venue.** The domestic law of the State of Nevada shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Carson City/County of Nevada.

**9. 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.

**10. 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 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.



11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **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.
14. **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; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **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.
16. **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.
17. **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 County shall be construed and enforced accordingly.
18. **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 County.
19. **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.

20. **Warranty.** Subject to 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 County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. 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 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 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 ICSOLUTIONS 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 INTIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURED UPON THE GENERATION OF CALL REVENUE.

21. **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.
22. **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, business strategies and the terms of this Agreement (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.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer<sup>®</sup> software in performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and 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 County to Use the Enforcer<sup>®</sup> software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the Enforcer<sup>®</sup> software or otherwise determine or attempt to determine source code from executable code of any elements of the Enforcer<sup>®</sup> software.
24. **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.
25. **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.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
  - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
  - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
  - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.ICS shall provide certificates evidencing the above coverage amounts upon request from County.
27. **Application to Similar Parties.** The parties acknowledge that certain counties within the same State as County (each an "Affiliated County") may wish to obtain equipment and related services substantially similar to the Equipment and related services set forth herein. ICS may, at no cost or obligation to County, enter into a definitive agreement with an Affiliated County and incorporate the terms and conditions of this Agreement by reference.

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**



(Signature)

Brendan Phibin

(Printed Name)

Vice President Business Development

(Title)

4/27/15

(Date)

**Carson City Sheriff's Office**



(Signature)

Ken Fuytong

(Printed Name)

Sheriff

(Title)

4/24/15

(Date)

**Exhibit A – County Addresses**

**Principle Business Address** (used for all notices hereunder):

911 E. Musser Street  
Carson City, Nevada 89701

**Service Locations:**

<u>Location Name</u>	<u>Address</u>
<u>Carson City Jail</u>	<u>897 E. Musser Street</u> <u>Carson City, NV 89701</u>

**Equipment to be shipped to:**

Carson City Sheriff's Office  
911 E. Musser Street  
Carson City, NV 89701

**Commissions to be paid to:**

Carson City Inmate Commissary Fund  
911 E. Musser Street  
Carson City, NV 89701

**Commissions mailed to:**

Carson City Sheriff's Office  
911 E. Musser Street  
Carson City, NV 89701

## **Exhibit B – Equipment**

### **Centralized Enforcer Call Processing**

- Refresh\Replace all inmate telephones
- 1 New TDD\TTY Device
- 1 New Workstation & Printer
- Transition all current call detail records and call recordings to centralized platform
- Transition JMS interface to centralized platform
- Transition Swanson interface to centralized platform

### **Enforcer IVR Suite**

- The Communicator – Inmate Request Portal
- The Attendant – Informational IVR

### **Enforcer Investigative Suite**

- InvestigatorPro Voice Biometrics
- Word Detective – Keyword Search
- Data Detective – Data Mining & Link Analysis

**Exhibit C – Call Rates**

The following rates apply to all calls from Service Locations:

<b>Calling Rates</b>		
<u>Call Type</u>	<u>Per Call Charge</u>	<u>Per Minute Charge</u>
Local	\$0.00	\$0.21
IntraLATA	\$0.00	\$0.21
Intrastate	\$0.00	\$0.21
Interstate	\$0.00	\$0.21
International (Debit Only)	\$0.00	\$0.99

*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 the following fees:*

<b>Billing &amp; Funding Fee</b>	
Bill Statement Fee:	\$2.49
Credit\Debit Card Funding:	\$5.95
Western Union Funding:	Free
Mail-In Payments:	Free
Refund Processing Fee:	Free

**Exhibit D – Commissions**

ICS shall pay to County a Commission of 55.1% of the gross revenue for all call types generated from County's Service Locations.

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