

EXHIBIT 4

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 **Cameron County, Texas** (the "Facility") having its principal place of business at 1100 East Monroe Street, Brownsville, Texas 78520.

1. **Term of Contract.** This Agreement shall commence on the later of: **January 1, 2014** or the date approved by the Cameron County Commissioners Court; and shall remain in force and effect for an initial period of three years. Thereafter, this Agreement shall renew for up to two (2) additional terms of one 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. Upon termination of this Agreement, Facility shall immediately cease all use of any Equipment provided hereunder.

Notwithstanding the foregoing, Facility reserves the right to terminate this contract at any time without cause upon 30 days advance written notice. In the event of early termination under this clause, the Minimum Annual Guarantee described in Exhibit D, shall be pro-rated to cover only the months during which service was provided.

2. **Equipment.** This Agreement applies to the provision of Equipment by ICS within space provided by the Facility at each of the locations listed on Exhibit A, attached hereto (each a "Location"). 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 Facility, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate Equipment, which 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 Facility. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** Facility 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 Facility without the express written permission of ICS.
4. **Training.** ICS shall provide initial on-site training plus internet-based training at no cost to Facility. Additional follow-up training may be provided upon Facility's request based on availability and quotation from 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. Such threshold shall be initially set to \$75 per calendar month.
6. **Commissions to Facility.** ICS will install, operate and maintain Equipment at no charge to Facility. ICS will pay Facility the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the Facility granting ICS exclusive rights for the installation and operation of Equipment servicing the Locations. No Commissions shall be paid to Facility 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 Facility 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 Facility or wired to an account designated in writing by Facility for such purpose. Any commission payment made after the 45 days will be considered late and a condition of default.

Facility 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 of a regulatory body having jurisdiction over the public communications contemplated herein. In addition, the base Commission rates are predicated on Facility maintaining an average daily inmate population of not less than 1,200 with access to telephones materially consistent with industry practice. Any adjustment to the commissions will be approved by both parties and in accordance with Exhibit D.

7. Facility shall:

- a. Advise ICS of any 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 telephone 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 Facility'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.
- i. Provide ICS with Facility's Federal Tax ID: 74-6000420

8. Law and Venue. The domestic law of the State of Texas 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 Cameron County of Texas.

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 Facility hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The Facility represents

and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the locations covered by the 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 Facility of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, Facility shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of Facility, its employees or others under Facility'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 to the extent permitted by the Texas Constitution and Texas State law, 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 Facility 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. If, at the written request of Facility, ICS makes alterations to the Equipment, other than as necessary for its correct

operation and/or compliance with applicable laws, then all reasonable costs of such alterations shall be reimbursed by Facility or, at ICS discretion, may be deducted from any Commissions otherwise payable hereunder.

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 Facility'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 Facility in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. Facility 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 Facility'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 Facility 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 INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED 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. **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.
24. **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.
25. **Application to Similar Parties.** The parties acknowledge that certain counties within the same State as Facility (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 Facility, 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)

JOHN P Goetsch
(Printed Name)

Vice President Technology
(Title)

1/15/2014
(Date)

Cameron County, Texas


(Signature)

(Printed Name)

(Title)

1/15/14
(Date)

Attested by



Exhibit A – Locations

<u>Location Name</u>	<u>Address</u>
Carrizales Rucker Detention Center	7100 Old Alice Road Olmito, TX 78575
Old County Jail	954 East Harrison Brownsville, TX 78520
Detention Center #1	1145 East Harrison Brownsville, TX 78520
Detention Center #2	1145 East Harrison Brownsville, TX 78520

Exhibit B – Equipment

THE ENFORCER® Centralized System configured as follows:

- 163 Stainless Steel Inmate Phone Instruments
 - Refresh or replace as needed
- 1 Workstation & Printer
- 4 TTY/TDD Units
 - Refresh or Replace as needed
- Existing interface with Tyler Technologies' Odyssey JMS
- Pre-call Voice Biometrics
 - Upgrade to InvestigatorPro® for \$.25 per call license fee
- WordSearch powered by Nexidia
- The Communicator inmate communications portal
- Inmate Messaging for facility-to-inmate information broadcast

Wiring & Conduit Infrastructure

Old County Jail

- Remove and replace all current conduit
- Secure all new conduit to meet security guidelines
- Replace all current wiring with CAT 5 cabling to each inmate telephone
- Verify connectivity from each inmate telephone to communications room.

Ruben Torres Detention Center

- Repair or replace as necessary
- Verify connectivity from each inmate telephone to communications room.

Exhibit C – Call Rates

The following rates apply to Collect, Prepaid Collect, Debit\Debit Cards calls from Facility locations:

Call Rates		
Call Type	Per Call Charge	Per Minute Charge
Local, Local Cellular	\$3.00	\$0.00
Intrastate IntraLATA	\$3.00	\$0.12
Intrastate InterLATA	\$3.00	\$0.39
Interstate	\$4.00	\$0.74
International	\$4.00	\$0.74

NOTE: Call Rates shown do not include local, county, state and federal taxes, regulatory fees and prepaid service fees of \$6.95 per account funding event.

Exhibit D – Commissions

ICS agrees to pay **80.5% commission** on gross collect, prepaid collect call and debit/debit Card revenue.

ICS further commits to a **Minimum Annual Guarantee (MAG) of \$600,000** per year*. Commissions will be calculated and paid monthly as specified in the body of the contract based on the percentage shown above. At the end of the first full year of service, the commission total for the first twelve full months of service will be added and compared to the Minimum Annual Guarantee figure. If the Minimum Annual Guarantee is greater than the 12 month commission total, ICS will pay Facility the difference. If the twelve month total exceeds the Minimum Annual Guarantee; no additional amount is due Facility. The same exercise will be repeated at the end of every contract year.

*Note: The MAG calculation is based on an average daily inmate population ("ADP") of 1,200 (the "Baseline ADP") at the Facility Locations and the parties agree to adjust the MAG in the event of a change in ADP of at least 100 above or below the ADP Baseline for two consecutive months in accordance with the formula and examples set forth in ICS BAFO proposal to RFP #1760 dated 10/11/13 and incorporated herein by reference.

ICS shall provide a payment bond in the amount of \$600,000. The payment bond may be exercised in the event of an uncured breach (non-payment) of Commissions due to Facility and is limited to the amount of Commissions due to Facility and is further limited to the balance of the Minimum Annual Guarantee for the current contract year.

Inmate Phone Commission payments will be made payable to Cameron County and mailed to:

Cameron County Treasurer's Dept.
1100 East Monroe Street, Room # 146
Brownsville, Texas 78520
Attn: County Treasurer

CONTINUATION
CERTIFICATE

Travelers Casualty and Surety Company of America

, Surety upon

a certain Bond No. **106055384**

dated effective **January 01, 2014**
(MONTH-DAY-YEAR)

on behalf of **Inmate Calling Solutions, L.L.C. dba ICSolutions**
(PRINCIPAL)

and in favor of **Cameron County, Texas**
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on **January 01, 2015**
(MONTH-DAY-YEAR)

and ending on **December 31, 2015**
(MONTH-DAY-YEAR)

Amount of bond **\$600,000.00**

Description of bond **Inmate Telephone Services Agreement - Contract No. 2013C1016**

Premium: **\$1,050.00**

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on **November 20, 2014**
(MONTH-DAY-YEAR)

Travelers Casualty and Surety Company of America

By


Sandra L Ham, Attorney-In-Fact

ACKNOWLEDGMENT BY SURETY

STATE
OF Missouri }
City of St. Louis } ss.

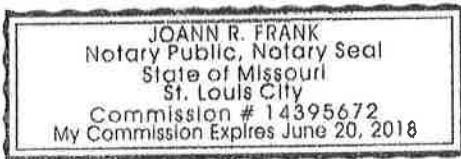
On this 20th day of November, 2014, before me personally
appeared Sandra L. Ham, known to me to be the Attorney-in-Fact of
Travelers Casualty and Surety Company of America

_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.

My Commission Expires: June 20, 2018
(Seal)

JoAnn R. Frank
JoAnn R. Frank
Notary Public in the State of Missouri
City of St. Louis
Commission #14395672



TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 226117

Certificate No. 006050447

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Pamela A. Beelman, Heidi A. Notheisen, Cynthia L. Choren, Debra C. Schneider, JoAnn R. Frank, Karen L. Roider, Sandra L. Ham, and Nancy L. Johnson

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of September, 2014.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 4th day of September, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

**AMENDMENT NO. 1 to the
AGREEMENT FOR INMATE TELEPHONE SYSTEM**

This Amendment No. 1 (this "Amendment") to the Agreement for Inmate Telephone System dated January 1, 2014 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and **Cameron County, Texas** ("County").

Whereas, the parties wish to amend the Agreement as follows:

1. Capitalized terms not defined herein shall have the meaning ascribed thereto under the Agreement.
2. If County elects to discontinue services from ICS at the 'Detention Center #2' Location, then:
 - a) County shall notify ICS in writing with respect thereto at least sixty (60) days prior to such discontinuance; and
 - b) ICS shall issue termination notice on all data & voice circuits servicing Detention Center #2; and
 - c) ICS shall uninstall and remove all applicable inmate telephones and other equipment used in connection with the services at Detention Center #2; and
 - d) ICS shall deactivate all applicable inmate IDs on its Enforcer[®] and payment systems; and
 - e) County shall provide ICS with web site & call center information for customer service center that the public will utilize to establish inmate calling accounts for affected inmates; and
 - f) ICS shall implement online, IVR and agent scripting on its payment platform to direct the public to contact the aforementioned customer service center for payment processing for affected inmates; and
 - g) County shall assume all responsibility for regulatory compliance with respect to Detention Center #2 including, without limitation, tax calculation and filing, tariff management and regulatory reporting; and
 - h) ICS shall reduce the MAG (minimum annual guarantee of Commissions payable to County), as further described on Exhibit D of the Agreement, by \$96,000 to adjust for the drop in average daily population of 192 inmates; and
 - i) ICS shall cancel and reissue the performance bond, set forth on Exhibit D to the Agreement, in the amount of the adjusted MAG.
3. ICS shall continue to provide access to call detail records and call recordings for all calls occurring prior to service transition at Detention Center #2 for the remaining term of the Agreement.
4. Except as amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives to be effective as of full execution hereof:

Inmate Calling Solutions, LLC

Cameron County, Texas

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

AMENDMENT No. 2 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 2 to the Inmate Telephone Service Agreement dated 1/1/2015, as previously amended, (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and the **Cameron County, Texas ("County")** effective as of June 20, 2016 ("Amendment Date"). Whereas, the parties agree as follows:

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

Collect Calling Rates		
<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

Prepaid & Debit Calling Rates		
<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	\$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
Bill Statement Fee (Collect & Direct Billing only)..... \$2.00
(All other fees free or waived)

2. The Commission rate on call revenue, set forth on Exhibit D to the Agreement, is hereby amended to be 70.5%.
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
d/b/a ICSolutions

Cameron County, Texas

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

AMENDMENT No. 3 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 3 to the Inmate Telephone Service Agreement dated 1/1/2015, as previously amended, (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and the **Cameron County, Texas ("County")** effective as of September 18, 2017 ("Amendment Date").

Whereas, the parties had previously amended the calling rates to be \$.25/minute for Collect services and \$.21/minute for Prepaid & Debit services and had amended the billing service fees to meet the requirements of 47 C.F.R. part 64, subpart FF, Section 64.6020; and

Whereas, the parties had also previously amended the Commission rate on call revenue, set forth on Exhibit D to the Agreement, to be 70.5%; and

Whereas, the parties now agree as follows:

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

Collect Calling Rates		
<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

Prepaid & Debit Calling Rates		
<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	\$0.21
International Debit	\$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
 Bill Statement Fee (Collect & Direct Billing only)..... \$2.00
 (All other fees free or waived)

2. 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
d/b/a ICSolutions

Brendan Philbin

(Signature)

BRENDAN PHILBIN

(Printed Name)

VICE PRESIDENT

(Title)

Cameron County, Texas

Eddie Trevino, Jr.

(Signature)

Eddie Trevino, Jr.

(Printed Name)

County Judge

(Title)

Attested by:

Sylvia Garza-Perez
Sylvia Garza-Perez, County Clerk

