

AMENDMENT No. 3 to the INMATE TELEPHONE SERVICES AGREEMENT

This Amendment No. 3 to the Inmate Telephone Service Agreement dated 3/24/2020, as previously amended (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** ("ICS") and the **San Juan County, Utah** ("County") effective upon its execution.

Whereas, the parties agree as follows:

1. The current Term of the Agreement is hereby extended to be through 3/23/2030. Thereafter, the optional renewal terms, set forth in Section 1 of the Agreement, shall continue to apply.
2. Exhibit B to the Agreement is hereby amended to add the following:

The Bridge™ Tablet Solution

- Bridge 8 tablets provided at the ratio of one per inmate plus reasonable spares; maintenance and support is subject to ICS' standard Tablet Damage & Repair Policy attached hereto as Exhibit B-1.
- Charging bays as reasonably required to accommodate charging all tablets, including spares, assigned to each housing unit and booking area
- Inmate email / text messaging and inbound photo sharing
- Inmate calling through The Enforcer®; standard rates and controls apply
- Video visitation
- FREE access to scanned postal mail
- FREE legal research using the ICS-provided law library subscription
- FREE inmate self-service apps
 - Commissary ordering
 - Balance check
 - Bonds / court dates
 - Customizable forms
 - Grievance reporting
 - Inmate requests
 - Medical requests / sick call
 - Inmate handbook & other facility documents
- FREE educational content, including GED/HiSet materials & cognitive adult education
- FREE premium educational content from Edovo Core
 - Full library, GED prep, behavioral therapy, vocational training, and more
 - Enables the County to upload its own content
 - Supports continued learning after release, at no cost to the County or user
- FREE eBooks, including religious materials
- FREE Purple relay service to ensure ADA compliance
- FREE entertainment including select games, documentary movies, and music channels
- Large collection of premium entertainment content available – music, movies, games, etc.

BRIDGE 8.0™ Tablet Distribution System

- Inmates enter unique login credentials to check a tablet out from a secure self-service kiosk
- Kiosk camera photographs each inmate who accesses the system
- Only the inmate who checked out a tablet can operate it

- System tracks which inmate has checked out each tablet and sends an alert to the specified officer(s) if the tablet is not returned within the configured timeframe
- Inmates must return a previous tablet before they can check out another

Offsite Mail Scanning

- Non-legal postal mail is directed to ICS' scanning center where it is scanned and digitized
- Delivered to inmates via the inmate tablets' messaging app

- ICS shall upgrade the two existing V17 kiosks in jail lobby to be compatible with the new BRIDGE 8.0 video visitation system and remove remaining V17 kiosks.
- Exhibit C to the Agreement is hereby amended to add the following:

Other Service Fees (Commissionable; See Exhibit D):

<i>Remote Video Visitation (per minute)</i>	<i>\$0.25</i>
<i>Email/Text/Photo Sharing (per message)</i>	<i>\$0.25</i>
<i>Streaming Entertainment Content (per minute)</i>	<i>\$0.05</i>

- Upon substantial delivery of the foregoing Bridge 8 Tablet Solution, Exhibit D to the Agreement is hereby amended to read, in its entirety, as follows:

ICS shall pay to County a Commission of 15% of the gross call revenue for all call types generated from County's Service Locations.

ICS shall also pay to County a Commission of 50% of any service fees collected with respect to Remote Video Visitation services and 25% of any service fees collected with respect to Email/Text/Photo Sharing and Streaming Entertainment Content services.

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

- Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives:

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

San Juan County, Utah



(Signature)

(Signature)

Mike Kennedy

(Printed Name)

(Printed Name)

Vice President Sales & Marketing

(Title)

(Title)

5/13/2024

(Date)

(Date)

Exhibit B-1

Tablet Damage and Replacement Policy

- A. Overview:** The purpose of this Policy is to provide an operational framework to support a 'Spare Tablet Program' to help ensure uninterrupted access to communication and entertainment services for inmates. ICS acknowledges the rigorous use environment of correctional facilities and provides a Spare Tablet Program to County with an allowance of spare tablets equal to 10% of the total tablets offered. Under ordinary use conditions, the Spare Tablet Program includes repair or replacement as needed at no cost to County. However, Tablets that are deliberately misused or damaged shall not be covered under the Program.
- B. Exclusions from Free Replacement Coverage:** While ICS is committed to supporting County in maintaining operational efficiency and inmate satisfaction, it is understood that the Spare Tablet Program does not extend coverage to tablets that have been subjected to physical damage through misuse or deliberate acts by inmates or any other individuals. This includes, but is not limited to:
- Screens that are shattered, cracked, or otherwise compromised.
 - Tablets with missing pieces or parts, indicating tampering or attempts to disassemble.
 - Damage resulting from attempts to open the tablet casing unauthorizedly.
 - Any form of physical alterations that deviate from the tablet's original condition as supplied.
 - Lost or stolen tablets while under the County's supervision.
- C. Procedure for Reporting Damages:** County shall report any damages to tablets within a reasonable timeframe from the occurrence of the damage. The report should include a detailed description of the condition of the damaged tablet, accompanied by photographic evidence where possible.
- D. Assessment and Determination:** Upon receiving a damage report, ICS will assess the reported condition against the exclusions listed in paragraph B, above. Tablets deemed by ICS, in its reasonable discretion, to have been damaged due to reasons covered under the exclusions will not be eligible for free replacement under the Spare Tablet Program. In such event, County may opt to purchase replacement tablets at the cost in effect at the time.
- E. Responsibility and Care:** County agrees to educate and enforce proper care and use of the tablets among the inmate population to minimize incidents of deliberate damage. ICS will provide County with care and handling guidelines to be communicated to inmates.
- F. Amendments and Exceptions:** ICS reserves the right to review and reasonably adjust this Policy as needed to ensure fairness and sustainability of the Spare Tablet Program.