
FIRST AMENDMENT TO AGREEMENT NO. 23-104
COUNTY OF YOLO
YOLO COUNTY SHERIFF'S OFFICE
INMATE COMMUNICATION SERVICES AGREEMENT

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into this 25th day of July 2023, by and between the County of Yolo (“County”) and Inmate Calling Solutions, LLC d/b/a ICSolutions (“Contractor”) and is subject to and governed by the current Inmate Communication Services Agreement No. 23-104 (“Agreement”) between County and Contractor. The terms and effective date of this First Amendment will be coterminous with the Agreement.

WHEREAS, on June 1, 2023, the County entered into Agreement No. 23-104 with Contractor to install and operate the inmate communication services (inmate telephone service, video visitation services, and tablets) and related equipment at County’s Facilities.

WHEREAS, County and Contractor hereby agree to amend the terms of the Agreement for correction to errors by replacing (a) “*March*” and “*April*” with “*June*”; (b) “*February*” with “*May*”; and (c) “*28th*” with “*31st*” where each appears in paragraphs A. and B. of Section VI. of the Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

1. Section VI. Minimum Annual Guarantee is hereby deleted in its entirety and replaced as follows:

VI. MINIMUM ANNUAL GUARANTEE

A. Minimum Annual Guarantee (ITS). Pursuant to Contractor’s Proposal and subsequent Agreement negotiations, Contractor shall pay County a Minimum Annual Guarantee (“MAG”) for ITS in the amount of Twenty-Three Thousand Dollars (\$23,000.00) for each year under this Agreement and any renewal terms. The ITS Minimum Annual Guarantee payment shall be paid upfront in full and due to County or its Designated Agent on or before the 15th of June of each year under the Agreement and any renewal terms. In the event the total revenue share due to the County for ITS Gross Revenues exceeds the ITS Minimum Annual Guarantee within the current twelve-months’ traffic period, Contractor shall resume remitting to County regular monthly ITS revenue share payments which shall be due to County or its Designated Agent on or before the 15th day of the month following the month of traffic.

B. Minimum Annual Guarantee (All Services). Pursuant to Contractor’s Proposal and subsequent Agreement negotiations, Contractor shall pay County a Minimum Annual Guarantee (“MAG”) in the amount of Eighty-Five Thousand Dollars (\$85,000.00) for each year under the Agreement. If the total revenue share for all inmate communication services Gross Revenues paid to County from the 1st of June through the 31st day of May of each year of the Agreement, and any renewal terms, are less than the MAG, the difference shall be due to County or its Designated Agent on or before June 15th of each year.

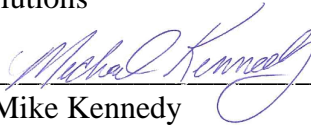
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date(s) shown below. Except as expressly amended by this Amendment, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

COUNTY OF YOLO

CONTRACTOR

Inmate Calling Solutions, LLC d/b/a
ICSolutions

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

By:  _____
Mike Kennedy
Vice President Sales & Marketing

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By:  _____
Philip J. Pogledich, County Counsel