



MILWAUKEE COUNTY

AMENDMENT #2

To the Incarcerated People’s Communication
Services (IPCS) Agreement
with
Inmate Calling Solutions, LLC d/b/a ICsolutions



Executed on:	3/29/2022	Issuing Department:	Joint Corrections	Authority:	§32 Sub. II MCCO
Expires on:	3/28/2028	Initial Contract Value:	\$5,325,215.30	Board Approval:	Files 21-1004,
Amended On:	3/27/2025	Total Contract Value:	Unknown	Renewable:	No
# of Amendments:	#2	Amendment Value:	Unknown	Renewal Due:	N/A



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2 PREAMBLE

This **AMENDMENT #2 to the Incarcerated People’s Communication Services Agreement** (the “**Agreement**”) is dated **March 27, 2025** and is between **Milwaukee County**, a Wisconsin municipal body corporate (the “**County**”), represented by its **Sheriff’s Office** (the “**MCSO**”) and **Community Reintegration Center** (the “**CRC**”) and **Inmate Calling Solutions, LLC, d/b/a ICSolutions** (the “**Contractor**” or “**ICS**”), combined to be considered the Parties to this Agreement (“**Parties**”).

3 RECITALS

- 3.1 On **March 29, 2022** Milwaukee County and Contractor entered into the Agreement for the provision of communications services to People in Our Care (“**PIOC**”) - Occupants of the Milwaukee County Jail (“**MCJ**”) and Residents of the Community Reintegration Center (“**CRC**”). The Contractor is responsible for installing and operating all Incarcerated People’s Communications Services including but not limited to telephone calling and video visitation services (“**IPCS**”) and Tablet Services (“**Tablets**”) for PIOC at the MCJ and CRC. The Contractor shall provide all related equipment for both IPCS and Tablet Services at the County’s Facilities.
- 3.2 In 2023 and 2024, the Milwaukee County Executive established through funding in the **2024 Milwaukee County Budget** an initiative to provide additional free calling and video visitation minutes to PIOC at the CJF and CRC.
- 3.3 On **May 1, 2024**, the Parties entered into a temporary amendment (“**Amendment 1**”) of the Agreement which provided structure and clarification of the Parties’ contractual relationship as defined in the Agreement and all Amendments and Extensions to that Agreement, as well as providing temporary modification to certain rights and obligations required of each Party under the Agreement to test the free calling and video visitation model proposed and comply with the initiatives and directives of the County Executive.



- 3.4 On **July 28, 2024**, the Federal Communications Commission (“**FCC**”) voted to implement several new regulations on phone and video call services in prisons and jails. As required by the 2022 Martha Wright-Reed Fair and Just Communications Act, the FCC laid out new price caps that prisons, jails and their telecom providers must abide by, lowering the existing caps set in 2021.
- 3.5 The new FCC ruling, [FCC 24-75](#), set the cap for phone calls at \$0.06 per minute and also set the first rate cap for video calling at \$0.11 per minute for jails and prisons the size of the Milwaukee County Jail (“**MCJ**”) and the Community Reintegration Center (“**CRC**”). These changes represent a **reduction of 62.5% in the current calling rate, and 72.5% in the current video visitation rate**. FCC 24-75 also requires that Incarcerated People’s Communications Services (“**IPCS**”) Providers **eliminate funding fees and any “in-kind” payments of any type to correctional institutions**.
- 3.6 The FCC ruling required new rates and other changes become effective **November 19, 2024**. The FCC permitted contracts currently in-force to continue until either the term of the contract expired, or the contract was amended, in which event the new rates and other changes were to come into effect immediately. The Initial Term of Milwaukee County’s Agreement with ICSolutions ends on **March 29, 2025**, and the Parties mutually agree that the requirements of FCC 24-75 will become effective **March 30, 2025** and impact any future contract(s) between the Parties.
- 3.7 The Parties mutually acknowledge and agree that potential changes to rate caps by the FCC are expressly covered in the Agreement through **Section 6(c)(iii): FCC or Other Regulatory Body Rules or Policies**, which instructs the Parties to “...negotiate, in good faith, an amendment to the Agreement that enables both Parties to recover costs in a manner compliant with the change in the FCC’s...rules or policies.” The Parties further acknowledge and agree that FCC 24-75 requires other adjustments to the terms and conditions of the Agreement to ensure the Parties are in full compliance with the order.
- 3.8 The Parties wish to continue to provide free calling and free video visitation to all PIOC at the CJF and CRC and to continue all existing IPCS, Tablet Services, and investigative functionality currently in place under the Agreement in compliance with FCC 24-75. The Parties also wish to extend the Agreement until **March 28, 2028** utilizing the three (3) optional one (1) year renewal terms permitted by the RFP and Agreement.
- 3.9 The County and Contractor wish to amend the Incarcerated People’s Communications Services Agreement as described in this Amendment #2 for the reasons identified above.

Accordingly, intending to be legally bound, the Parties agree as follows:

4 AMENDMENTS

4.1 DEFINITIONS

Except as otherwise indicated in this Amendment 2, any defined terms shall have the same meanings assigned to them in the Agreement, RFP, Proposal or Cost Proposal, and/or any exhibits, attachments, or amendments to any of those documents.

4.1.1 AGREEMENT TITLE & TERMINOLOGY

To align with the FCC’s terminology, the title of the Agreement is changed from “Correctional Communications Services



Agreement” to “Incarcerated People’s Communications Services Agreement,” or “IPCS Agreement.” All references in the Agreement, Amendment 1, and/or any exhibits or attachments to those documents to Correctional Communications, Correctional Communications Services, or Inmate Communications Services are modified to “IPC Services” or “IPCS”, and all references to Correctional Communications Providers or Communications Providers are modified to “IPCS Providers”.

To align with the State of Wisconsin’s terminology, the term “People in Our Care” (“**PIOC**”) shall be used to refer to both Residents of the CRC and Occupants of the MCJ. Where only PIOC at the CRC are discussed, the term “Resident” shall be used. Where only PIOC at the MCJ are discussed, the term “Occupant” shall be used.

4.2 AMENDED SECTIONS

4.2.1 SECTION 2: ORDER OF PRECEDENCE

The Agreement’s **Section 2: Order of Precedence** is modified to read as follows:

The Agreement includes the following documents, incorporated by reference, in the following order of precedence, which will be followed in resolving any inconsistencies between the terms of the Agreement and the terms of any Exhibits, Attachments, or Amendments to the Agreement:

- 4.2.1.1 [FCC-24-75](#): In the Matter of Incarcerated People’s Communications Services; Implementation of the Martha Wright-Reed Act; Rates for Interstate Calling Services
- 4.2.1.2 This Correctional Communication Services Agreement
- 4.2.1.3 Amendment 1 dated May 1, 2024 (Exhibit F)
- 4.2.1.4 Milwaukee County’s Request for Proposal #98200001 (Exhibit A)
- 4.2.1.5 The Contractor’s Proposal (Exhibit B)
- 4.2.1.6 TBE Participation Plan (Exhibit C)
- 4.2.1.7 EEOC Certificate (Exhibit D)
- 4.2.1.8 2020 MCSO – CRC Mandatory Resident Communications Requirements (Exhibit E)
- 4.2.1.9 Applicable Milwaukee County Policies and Procedures (Exhibit G)

4.2.2 SECTION 3: SCOPE OF SERVICES

The Agreement’s **Section 3: Scope of Services** is modified to read as follows:

4.2.2.1 SECTION 3 (A): GENERAL REQUIREMENTS

The Contractor shall provide IPCS and Tablet Services to PIOC at the Milwaukee County Jail and Community Reintegration Center as specified in **Exhibit E: 2020 MCSO-HOC Mandatory Resident Communications Requirements** as modified by **FCC-24-75**.

Details surrounding County’s Facilities and required equipment can be found in **Exhibit E: Section I - Facility Specifications**.

The Contractor expressly agrees to all terms and conditions set forth in the Agreement, Amendment 1, Amendment 2 ,



and FCC-24-75, and shall provide IPCS and Tablet Services which meet all specifications required by the RFP, Exhibit E and the FCC, including, but not limited to, the features and functionalities of the IPCS Telephone System (“ITS”), Video Visitation Solution (“VVS”), correctional-grade Tablets and Tablet Services (“Tablets”) and additional technologies listed in Exhibit E: 2020 MCSO-HOC Mandatory Resident Communications Requirements as modified by FCC-24-75.

If Milwaukee County designates an agent to act on County’s behalf (“Designated Agent”), the Contractor shall follow County’s direction in working with such Designated Agent.

4.2.2.2 SECTION 3 (B): INCARCERATED PEOPLE’S COMMUNICATIONS SERVICES

Sections 3 (b): Phone Services and 3 (c): Video Visitation Services are combined into new Section 3 (b): Incarcerated People’s Communications Services and updated as follows.

The Contractor shall provide all hardware, software, personnel, labor, commodities, and/or services necessary to install, maintain, and oversee all Incarcerated People’s Communications Services (telephone and video visitation) at Milwaukee County’s Facilities in compliance with FCC-24-75.

The Contractor shall, at no cost to Milwaukee County, provide all wiring for and install IPCS telephones and the related hardware and software specifically identified in this Agreement to enable PIOC at the Facilities to make free, pre-paid, and/or debit local, long distance, and international calls from the Facilities pursuant to the terms set forth in this Agreement.

The Contractor shall provide turn-key VVS which shall include, without limitation, automated scheduling software and completion of onsite and remote video visitation sessions. The Contractor shall install and operate all video visitation stations and related equipment. The Contractor shall, without cost to Milwaukee County, provide all wiring for the video visitation stations, install the video visitation stations and related hardware and software specifically identified in the Agreement, to enable visitors/end-users to schedule and complete onsite and remote video visitation sessions with PIOC from the Facilities.

4.2.2.3 SECTION 3 (C): TABLET SERVICES

Section 3 (d): Tablet Services is renamed Section 3 (c): Tablet Services and is updated as follows.

The Contractor shall provide a correctional-grade Tablet solution (“Tablet Services”) at no cost to Milwaukee County. The Tablet Services shall, at a minimum, include the capability to access to various applications such as electronic messaging, educational and instructional materials, entertainment, media, PIOC requests and grievances (including medical requests) and law library resources. Milwaukee County reserves the right to add an ITS and/or VVS application to the Tablets.

The Parties mutually acknowledge and agree that Tablet Services are considered “premium services” and **are not part of Incarcerated People’s Communications Services (“IPCS”)** and are not regulated by FCC-24-75. The Contractor shall use revenue generated by PIOC’s use of Tablets and Tablet Services to reimburse Milwaukee County for the costs associated with a County employee whose job function is to provide onsite administration for the ITS, VVS and Tablet Services as further described in **Section 7: Compensation**.

If any part of this Section is determined to violate FCC-24-75 or is determined not to fully comply with the requirements of FCC-24-75, the Parties shall negotiate in good faith an amendment to this Agreement that enables both Parties to



recover costs in a manner compliant with guidance or updated guidance received from the FCC regarding compliance with FCC-24-75. If the Parties are unable to mutually agree on an amendment within ninety (90) days of determination that this Section violates or does not fully comply with FCC-24-75, the Parties may either strike all references to the reimbursement of the ITS, VVS, and Tablet Services administrator or terminate the Agreement without penalty or liability to either Party upon ninety (90) additional days' written notice to the non-terminating Party.

4.2.2.4 SECTION 3 (D): REPORTS

Section 3 (e): Reports is renamed Section 3 (d): Reports, and its contents are unchanged.

4.2.2.5 SECTION 3 (E): CONTRACTOR ACCOUNT EXECUTIVE & SERVICE TECHNICIAN

Section 3 (f): Single Point of Contact is renamed Section 3 (e): Contractor Account Executive & Service Technician and is updated as follows.

The Contractor shall appoint an Account Executive (“**AE**”) who will act as a single point of contact for all IPCS and Tablet Services related activities, inquiries, service requests and issues. The Contractor shall provide Milwaukee County and its Designated Agent (if applicable) with contact information for the AE which shall include an office telephone number, mobile telephone number, and email address for IPCS and Tablet Services issues.

The Contractor shall appoint a dedicated technician who will service all IPCS and Tablet Services technology repair needs at both Facilities listed in Exhibit E: Section I - Facility Specifications (the “**Service Technician**”). The Contractor shall provide Milwaukee County and its Designated Agent (if applicable) with contact information for the technician which shall include an office telephone number, mobile telephone number, and email address for IPCS and Tablet Services technology issues.

4.2.2.6 SECTION 3 (F): IPCS REPAIRS & MAINTENANCE

Section 3 (g): Maintenance is renamed Section 3 (f): IPCS Repairs & Maintenance and is updated as follows.

The Contractor shall respond to repair requests from Milwaukee County by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7-days a week, 365-days a year basis. Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4 hours following notification of a service request or system failure.

The Contractor shall complete any reported repairs or replacements and resolve any service request or system failure within ten (10) days following the date of notification of a service request or IPCS or Tablet system failure (the “Cure Period”). Should Contractor fail to resolve the reported repair or replacement within the specified Cure Period, the Contractor may be liable for liquidated damages as specified in this Agreement. Additionally, Milwaukee County may either engage a third party to perform repairs (if possible) and require reimbursement from the Contractor for the cost of those repairs, or may cancel the Agreement with Contractor as outlined in Section 5(c) below.

Additional maintenance requirements are outlined in Exhibit E: Section C (Customer Service).

4.2.3 SECTION 6: TERM AND TERMINATION

The Agreement’s **Section 6: Term and Termination** is modified to read as follows:



4.2.3.1 TERM

The Initial Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until March 28, 2025, unless terminated in accordance with this Section (the “Initial Term”).

Through this Amendment 2, the Parties mutually agree to enter into one (1) additional three (3) year Extension Term subject to the terms and conditions of the Agreement and Amendments 1 and 2, beginning **March 29, 2025** and ending **March 31, 2028**, unless terminated in accordance with this Section (the “Extension Term”).

4.2.3.2 TERMINATION

The Parties may terminate this Agreement as detailed in this Section. Upon termination of this Agreement for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

4.2.3.2.1 Termination by County for Violations by Contractor.

If the Contractor fails to perform any terms or conditions of the Agreement or fails to comply with FCC-24-75, Milwaukee County may consider the Contractor in default of the Agreement and supply the Contractor written notice of such default. If the Contractor does not remedy any identified default to the satisfaction and approval of the County within thirty (30) calendar days of receipt of written notice of default from the County, the County may terminate the Agreement without penalty. Upon termination, the Contractor shall adhere to the transition requirements as outlined in **Exhibit E: Section D - General Installation Requirements**.

4.2.3.2.2 Unrestricted Right of Termination by County; Cooperation on Termination.

Milwaukee County may terminate this Agreement at any time and for any reason, and without any liability to the Contractor, by giving the Contractor thirty (30) days’ advance written notice of its intent to terminate the Agreement. This Section shall also apply if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the provision of services under this Agreement, if applicable. Upon termination, the Contractor shall adhere to the transition requirements as outlined in **Exhibit E: Section D – General Installation Requirements and Section 17: Continuity of Service**.

4.2.3.2.3 FCC or other Regulatory Body Rules or Policies.

If the FCC or any other regulatory body which promulgates rules or policies applicable to IPCS or Tablet Services issue or adopt a material change to its rules or policies regarding IPCS or Tablet Services following the execution of Amendment 2, and if the issued or adopted change is proven to negatively affect either:

4.2.3.2.3.1 the per-minute rates and/or other fees the Contractor may charge or collect from PIOC or their friends and families under the Agreement; or

4.2.3.2.3.2 the right of the County to recover its costs; or

4.2.3.2.3.3 the ability for Contractor to pay to the County a revenue share, fees (including but not limited to the Cost Recoupment Payment) or other cost recovery mechanisms; then

the Parties shall negotiate in good faith an amendment to this Agreement which enables



both Parties to recover costs in a manner compliant with the relevant regulatory body's updated rules or policies.

4.2.3.2.4 Independently Applied.

Milwaukee County may terminate this Agreement following the requirements of this Section for both Facilities, or may opt to terminate the Agreement at one Facility only. If the County opts to terminate the Agreement at one Facility only, that termination shall apply independently to the identified Facility and shall not impact the Agreement or services at the other Facility. Termination of this Agreement by Milwaukee County shall not automatically apply to both Facilities unless otherwise dictated by the impacted Facility's respective representative.

4.2.3.2.5 Material Adverse Change.

If a material adverse economic change occurs which is beyond the Contractor's reasonable control, the Parties shall negotiate in good faith an amendment to this Agreement to mitigate the adverse economic change which is reasonably acceptable to both Parties. If the Parties cannot mutually agree on an amendment within ninety (90) days of the adverse economic change giving rise to the negotiation, either Party may terminate this Agreement at its sole option and without penalty or liability to the other Party upon ninety (90) days' advance written notice of termination to the non-terminating Party.

4.2.3.2.6 County's Retention of Rights.

Milwaukee County shall retain any and all fully-vested rights that exist on the effective date of termination of this Agreement, regardless of the reason for termination. If the County terminates the Agreement for any reason, the County's liability and the Contractor's exclusive remedy shall be limited to the County's payment for any and all services provided in accordance with the terms of this Agreement, provided, however, that such payment may not exceed the unpaid amounts due for services actually rendered. The Parties acknowledge and agree that this Agreement does not require payment from Milwaukee County to the Contractor, and that such payment shall be made only in the event of failure of a PIOC to pay for ITS or VVS minutes provided, or where the County pays the Contractor directly for additional technologies or services such as investigative tools.

4.2.4 SECTION 7: COMPENSATION

The Agreement's **Section 7: Compensation** is modified to read as follows. Sections 7(a): Minimum Monthly Guarantee, 7(b): Upfront Supplemental Payment, and 7(c): Revenue Share, Payment, and Reporting are stricken in their entirety.

4.2.4.1 COUNTY'S RIGHT TO RECOUP COSTS

Milwaukee County reserves the right to recoup from the Contractor certain administrative and operational expenses ("**Cost Recoupment Payment**") in connection with the provision of IPCS and/or Tablet Services, subject to the limitations of FCC-24-75. To exercise the option to recoup costs, the County shall submit an itemized invoice, including a supporting report documenting the actual administrative and operational expenses incurred by the County and covered as reimbursable under FCC-24-75, to the Contractor in writing. The Contractor shall reimburse expenses



identified in the invoice within thirty (30) days of receipt of a complete, accurate, and undisputed invoice. If the Contractor disputes any part of the invoice as containing inaccurate or non-reimbursable costs, the Contractor shall identify the disputed portion(s) of the invoice and shall reimburse all non-disputed amounts.

4.2.4.2 ADMINISTRATIVE REIMBURSEMENT – TABLET SERVICES

The Contractor shall reimburse Milwaukee County for the costs associated with a County employee whose job function is to provide onsite administration for the IPCS and Tablet Services from revenue collected through the provision of “premium” Tablet Services only. The Contractor shall not make any reimbursement payment for the IPCS and Tablet Services administrator from funds collected from PIOC for the provision of IPCS (via per-minute rates for either telephone or video visitation services).

The Contractor shall reimburse the County annually a total of **\$100,000**. The Contractor shall remit this reimbursement in monthly installments of **\$8,333.33 each**. The Contractor shall include this payment in the monthly revenue share payment due as specified in **Exhibit E: Section A - General Conditions**, specifying the Tablet Services revenue received and demonstrating the reimbursement was made from that revenue only.

If any part of this Section is determined to violate FCC-24-75 or is determined not to fully comply with the requirements of FCC-24-75, the Parties shall negotiate in good faith an amendment to this Agreement that enables both Parties to recover costs in a manner compliant with guidance or updated guidance received from the FCC regarding compliance with FCC-24-75. If the Parties are unable to mutually agree on an amendment within ninety (90) days of determination that this Section violates or does not fully comply with FCC-24-75, the Parties may either strike all references to the reimbursement of the ITS, VVS, and Tablet Services administrator or terminate the Agreement without penalty or liability to either Party upon ninety (90) additional days’ written notice to the non-terminating Party.

4.2.4.3 RATES AND FEES

Exhibit E: Section J - Rates, Fees and Revenue Share is expressly stricken from this Agreement and shall not be applicable to any future IPCS or Tablet Services provided to Milwaukee County by the Contractor. The Contractor shall provide the following IPCS and Tablet Services at the listed per-minute rates:

IPCS and Tablet Services Rates & Fees		
Service	# of Free Minutes	Rate
Local, Long-Distance, and International Telephone Calls	Up to 90 per week	\$0.06 per minute ¹
Video Visitation Services (Video Calls)	Up to 15 per week	\$0.11 per minute ¹
ITS/VVS/Tablet Services Administrator Reimbursement	-	\$8,333 per month ²
Phone, Video, Tablet, and Investigative Functionality	-	Included

¹ After all free minutes provided in the current week are exhausted. The per-minute rate is charged beginning with the 91st minute of telephone calling per week, and beginning with the 16th minute of video calling per week.

² Reimbursement from Tablet Services revenue to Milwaukee County.



IPCS and Tablet Services Rates & Fees		
Service	# of Free Minutes	Rate
Optional Argus Echo Voice Biometric Intelligence	-	\$0.01 per minute ³
TextBehind Mail Scanning	-	\$4.95 per PIOC, per month ⁴
Funding Fees	-	Eliminated
ITS and VVS Commission (Revenue Share)	-	Eliminated
Tablet Services Commission	-	Eliminated

Should any other change in calling rates or policy be implemented by a regulatory body, the Parties shall follow the requirements of **Sections 6(c)(iii): FCC or Other Regulatory Body Rules or Policies** and the provisions of this Amendment 2 to mutually amend the Agreement to remain in compliance with appropriate rules and regulations.

4.2.4.4 COST OF PERFORMANCE OF OBLIGATIONS; PERMITS, TAXES, & LICENSES

Contractor is responsible for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated.

Milwaukee County is exempt for Federal Excise Taxes and Wisconsin State Sales Taxes. It is expressly understood that County is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to, taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, tariffs or other costs related to any and all Contractor's services.

Contractor shall be responsible for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of Contractor's performance of services under this Agreement. Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the residents. Including, but not limited to, any and all taxes as applicable for the resident communication services such as; collect, debit, pre-paid and any other calls, video visitation sessions and Tablet applications and transactions. Any billing submitted by Contractor for these services must be without such taxes; billings including such taxes will be rejected.

4.2.4.5 STATE OF WISCONSIN PROMPT PAY LAW EXEMPTION

The State of Wisconsin's Prompt Pay Law, [State Statutes Section 66.285: Interest on Late Payments](#), does not apply to this Agreement.

³ Charged directly to Milwaukee County. Estimate based on historical calling data is approximately \$16,500.00 per month for both Facilities, or approximately \$9,528.92 per month for the CRC and \$6,802.56 for the MCJ. This figure does not account for the expectation of an increase in calling volumes by up to 30% following rate reductions. To activate this service, the Parties must execute a separate amendment authorizing the activation at each Facility impacted.

⁴ Charged directly to Milwaukee County. Estimate based on ADP is approximately \$5,940 for the CRC (ADP of 1,200) and approximately \$4,752.00 for the MCJ (ADP of 960). To activate this service, the Parties must execute a separate amendment authorizing the activation at each Facility impacted. All-inclusive pricing for unlimited postal and legal mail processing at TextBehind's facility with postal mail delivered to the PIOC's tablet and with legal mail delivered by postal mail QR code or digital delivery.

4.2.5 SECTION 20: COMPLIANCE WITH COUNTY'S POLICIES

The Agreement's **Section 20: Compliance with County's Policies** is modified to add the following section:

4.2.5.1 SECTION 20 (C): CONTRACTOR CODE OF CONDUCT

The Contractor and its personnel and subcontractors shall comply with the most current version of the Milwaukee County Contractor Code of Conduct as published on the County's website at <https://county.milwaukee.gov/files/county/administrative-services/AMOP/Chapter-15--CBDP/15.03---Contractor-Code-of-Conduct.pdf> and any other applicable Milwaukee County policies and procedures published in the Milwaukee County Administrative Manual of Operating Procedures ("AMOP").

These procedures are publicly available on the County's website at: <https://county.milwaukee.gov/EN/Strategy-Budget-and-Performance/AMOP>.

The current version of the Contractor Code of Conduct is attached to this Agreement as part of Exhibit G, Applicable Milwaukee County Policies and Procedures, for reference. The Contractor agrees to use all commercially reasonable efforts to:

- 4.2.5.1.1 Provide any of its employees providing services under the PSA a copy of the Contractor Code of Conduct, including a link to the most current version of the Code,
- 4.2.5.1.2 Educate those employees about the requirements of the Code, and
- 4.2.5.1.3 Ensure those employees comply with the Code when and where it is applicable to them or where compliance is otherwise necessary to ensure the Contractor is compliant with the Code.
- 4.2.5.1.4 The Contractor acknowledges and agrees that compliance with the Code of Conduct and practices of ethical conduct, transparency, and accountability is an integral part of public contracting and protects the public trust, and that failure to comply with the Code of Conduct may result in contract termination and/or debarment of the Contractor from participation in future Milwaukee County competitive solicitations and/or contracts.

By signing this PSA, the Contractor certifies it has read, understands, shall comply with, and shall ensure its employees and/or subcontractors working under the PSA comply with, all of the provisions of the Contractor Code of Conduct throughout the term of this PSA and any extensions or amendments.

4.2.6 SECTION 23: NOTICES

The Agreement's **Section 23: Notices** is modified to read as follows:

All notices with respect to this Agreement shall be in writing. Writing shall include electronic documents such as e-mail. Except as otherwise expressly provided in this PSA, a notice shall be deemed duly given and received:

- 4.2.6.1 Upon delivery, if delivered by hand or by electronic means such as e-mail, or
- 4.2.6.2 Three days after posting via US Mail

to the Party addressed as follows:



To Contractor:		To County:	
Entity Name:	Inmate Calling Solutions, LLC	Department:	Sheriff's Office
ATTN:	Barry Brinker <i>Operations Director</i>	ATTN:	Chief Deputy Brian Barkow Chief Legal & Compliance Officer Molly Zillig
Address:	2200 Danbury Street San Antonio, TX 78217	Address:	949 N. 9 th Street Milwaukee, WI 53233
E-mail:	bbrinker@icsolutions.com	E-mail:	Brian.Barkow@milwaukeecountywi.gov Molly.Zillig@milwaukeecountywi.gov
<i>with a copy to:</i>		<i>with a copy to:</i>	
		<p>Milwaukee County Community Reintegration Center ATTN: Superintendent Chantell Jewell 8885 S. 68th Street Franklin, WI 53132 Chantell.Jewell@milwaukeecountywi.gov</p> <p><i>and</i></p> <p>Milwaukee County Corporation Counsel 901 N. 9th Street, Room 303 Milwaukee, WI 53233 Scott.Brown@milwaukeecountywi.gov</p> <p><i>and</i></p> <p>Milwaukee County Department of Administrative Services Procurement Division ATTN: Contract Compliance 633 W. Wisconsin Ave., Suite 901 Milwaukee, WI 53203 Procurement@milwaukeecountywi.gov</p>	

Either party may designate a new address for purposes of this PSA by written notice to the other party.

4.2.7 SECTION 35: LIQUIDATED DAMAGES

The Agreement's **Section 35: Liquidated Damages** is modified to read as follows.

The Contractor's failure to meet Agreement requirements both correctly and on time may result in substantial injury to Milwaukee County. The amount of damages resulting from such failure may not always be quantified with certainty. Each failure to meet a requirement, both correctly and on time, may be subject to fines and liquidated damages as outlined in this Section. The County shall invoice the Contractor for any enforced fines and/or liquidated damages. Payments due County for the invoiced amount(s) shall be due within thirty (30) days of Contractor's receipt of the invoice or demand letter.

LIQUIDATED DAMAGES		
Service	Description	Amount
Tablet Services	Any unauthorized applications, website accesses, or related breaches of security through which PIOC are able to access unapproved networks, materials, and/or content.	\$2,500.00 per occurrence
Tablet Services	Any charge or fee added to a Tablet Services transaction, any change to the charges or fees for Tablet Services as mutually agreed upon in this Agreement, and/or any charges or fees which exceed the agreed upon rates for Tablet Services without the express prior written consent of Milwaukee County.	<p>\$350.00 per day from the date the charge(s) or fee(s) are first added to the account(s) until the date the charge(s) or fee(s) were removed from the account and refunded.</p> <p>100% refund of identified overcharges or fees to the PIOC or end-user within five (5) business days of identification of overcharge, and a list of issued credits to the County as documentation.</p>
IPCS	Any charge or fee added to a called Party's bill or account, or to the account of any PIOC, which is not permitted under FCC-24-75 or which is assessed without the express written consent of Milwaukee County.	\$350.00 per day from the date the charge(s) or fee(s) are first added to the account(s) until the date the charge(s) or fee(s) were removed from the account and refunded.
IPCS	Any change to the per-minute rates or end-user fees not in compliance with FCC-24-75 and/or any future rules or regulations promulgated by any regulatory body governing such rates and fees by IPCS Providers, or any change to such per-minute rates or end-user fees without the express prior written authorization of Milwaukee County, regardless of whether the change was permitted by the FCC or relevant regulatory body.	<p>\$2.00 per completed call or video visitation session charged using unauthorized rate(s).</p> <p>\$2.00 per IPCS transaction where end-user fees are applied or vary from the permitted fees.</p> <p>Up to \$5,000.00 per occurrence for any findings of fault or non-compliance by the FCC in the IPCS program provided by the Contractor to Milwaukee County, if the finding was due to factors within the Contractor's control.</p>
IPCS	Any per-minute rate charge or end-user fee charged over the maximum per-minute rate caps for ITS and VVS in FCC-24-75 and/or any future rules or regulations promulgated by any regulatory body governing such rates and fees by IPCS Providers.	<p>100% refund of charges or fees to the PIOC or end-user within five (5) business days of identification of erroneous charge, and a list of issued credits to the County as documentation.</p> <p>\$500.00 in addition to a refund of all charges or fees to the PIOC or end-user for each repeat occurrence within a single calendar year.</p>
All Services	Unauthorized free telephone calls, video visitation sessions, or Tablet transactions completed by Contractor.	\$2.00 per completed, unauthorized transaction

LIQUIDATED DAMAGES

Service	Description	Amount
All Services	Remote access to the ITS, VVS, or Tablet Services user application not provided at the time of initial implementation.	\$500.00 per month for each user application not provided by the due date specified.
All Services	ITS traffic detail reports, billing files, CDRs, VVS detail reports, Tablet Services transaction reports, and/or any other required reports which do not contain the required fields or which are received by the County after the date specified in Exhibit F: Section A – General Conditions. If the ITS/VVS/Tablet Services administrator payment is late, reporting is late, and/or reports do not contain all required fields, late charges and/or interest shall be applied to each category that is deficient.	\$100.00 per day for any daily CDR reports not submitted by the Contractor. \$100.00 per day when a daily CDR report does not contain all fields and information required by Exhibit F: Section A – General Conditions.
All Services	Any bill types, transactions, or applications implemented and/or removed regarding the processing and/or completion of ITS calls, VVS sessions, or Tablet Services transactions without the express prior written consent of Milwaukee County.	\$500.00 per day for each day the bill type, transaction, or application is implemented and/or removed without prior authorization.
All Services	If any initial or additionally-requested IPCS or Tablet Services equipment is not provided, or if installation of any initial or additionally-requested IPCS or Tablet Services equipment or functionality is not completed within timeframe allowed in the agreed-upon implementation plan.	\$500.00 per day for each day following the established implementation date until the installation is complete.
All Services	The Contractor shall complete any necessary repairs or replacements and/or resolve any ongoing service issues within ten (10) days of the receipt of notification of a service request or service issue/failure (the “Cure Period”).	\$500.00 per day for each day after the end of the Cure Period for each reported repair/replacement need, service request, and/or service issue/failure until that reported issue is resolved by the Contractor.
All Services	One or more ITS, VVS, or Tablet Services recording(s) are lost, unrecoverable, or un-usable by Milwaukee County, where the County has notified the Contractor and the Contractor has not produced a usable recording within seven (7) days from the County’s written notice.	\$1,000.00 per occurrence.



LIQUIDATED DAMAGES

Service	Description	Amount
All Services	Contractor fails to adhere to the County's performance process when upgrading IPCS or Tablet Services, software, hardware/equipment, or when performing any changes to the IPCS or Tablet Services which impact the scope of services of this Agreement.	\$500.00 per occurrence.

5 ALL OTHER TERMS UNCHANGED

Except as set forth above, the Agreement and Amendment 1 remain unchanged and in full force and effect. This Amendment 2 is made a part of and incorporates the terms and conditions of the Agreement and Amendment 1. If there is a conflict between the terms of the Agreement, Amendment 1, and this Amendment 2, Amendment 2 shall control.

6 AUTHORIZATION

Milwaukee County executed the Agreement pursuant to action taken by its Board of Supervisors on January 27, 2022, Resolution File No. 21-1004, and executes this Amendment 2 pursuant to action taken by its Board of Supervisors on _____, Resolution File No. _____.

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