

7107 Valjean Avenue
Van Nuys, CA 91406
(800) 642-6555
(818) 782-7094 - FAX

**Inmate
Communications
Corporation**

Fax

To: ANNETTE KRAUSE	From: Sandra Kurtz, Sales Manager
Fax: (509) 659-3324	Pages: 6 (including cover page)
Phone: (800) 642-6555, X103	Date: February 2, 2010
Re: INMATE PHONE CONTRACT	CC:

Hi Annette –

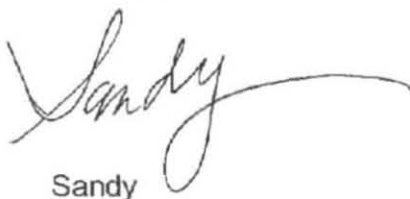
Per our conversation this morning, attached herewith is a copy of our current contract with Adams County Jail. Although the contract was signed in February 2005, it actually took effect on April 6, 2005 because the contract for the then current vendor did not expire until the end of March and the first usage of our phones took place in April 2005. (Please see contract attachment letter.)

With reference to Paragraph 6 on the attached Inmate Phones Vending Agreement, the initial contract term is for 60 months from the first usage of the inmate phones and continues for two successive 2-year rollover periods unless and until either party notifies the other in writing of its intent to terminate at least 90 days prior to expiration of the then current term. This current term is up on April 5, 2010. Therefore, on January 5, 2010, the contract rolled over for another 2-year term – new expiration date of the contract is now **April 5, 2012.**

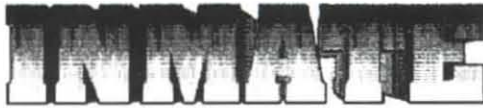
I apologize for the current commission problem. As we discussed, our Account Manager, Mary Galstyan, is the one that handles that department. She is out of the office today and I left a message asking her to please give you a call ASAP tomorrow morning.

If I can be of any further assistance, please call me at (800) 642-6555, Ext. 103.

Best regards,



Sandy



Communications Corporation

INMATE PHONES
VENDING AGREEMENT

This Agreement is entered into between INMATE COMMUNICATIONS CORPORATION (ICC), a California corporation, and ADAMS COUNTY JAIL (CUSTOMER) to establish a vending arrangement regarding the installation and operation of telephones for inmate use (INMATE PHONES) at ADAMS COUNTY JAIL (FACILITY).

1. CUSTOMER hereby grants ICC an exclusive license to install and operate INMATE PHONES at the FACILITY, and hereby agrees to permit use of facility premises in order to provide the services rendered pursuant to this agreement. ICC shall also be the exclusive provider of calling cards or debit accounts for inmate calling of any type from the facility.

2. ICC and CUSTOMER shall mutually determine the number and location of the INMATE PHONES, and shall commence installation within 60 days from the availability of lines from the local telephone company.

3. ICC shall select carriers, order or disconnect telephone lines, and handle all billing and payments. ICC shall provide blockage of numbers, time limits, cut-off switches and other pertinent security features. ICC shall maintain the INMATE PHONES in good working order.

4. The INMATE PHONES and related equipment shall remain the property of ICC. CUSTOMER shall not impede access to the INMATE PHONES by ICC at any reasonable time for installation and service, except for safety or security reasons. CUSTOMER shall not itself, nor shall it permit any other entity to, move or remove the INMATE PHONES without ICC's written consent. ICC shall comply with any reasonable request by CUSTOMER to add, delete, or relocate the INMATE PHONES. Upon termination of this Agreement, ICC shall promptly remove the INMATE PHONES and any related equipment installed to perform its obligations pursuant to this Agreement.

5. In consideration of this license and lease, ICC shall pay CUSTOMER a commission of 39% percent of Monthly Gross Billable Revenue which is defined as the charges billed by ICC for use of the INMATE PHONES at the FACILITY. Payment of commissions shall be made to CUSTOMER within 60 days after month-end. Calling card commissions shall be earned by ICC selling prepaid calling cards to CUSTOMER at a 30% discount off the face value. CUSTOMER may then resell the calling cards at full face value. CUSTOMER shall also receive as a signing incentive, the items set forth in Schedule A hereto. CUSTOMER wishes to have the monthly commission paid as follows:

Check Payable To:

ADAMS COUNTY JAIL

Addressed To:

ADAMS COUNTY JAIL

210 WEST BROADWAY

RITZVILLE, WA 99169

6. The term of this Agreement is 60 months from the first usage of the INMATE PHONES and it shall continue for two successive two year roll-over periods unless and until either party notifies the other in writing of its intent to terminate at least 90 days prior to expiration of the then current term. Thereafter, this Agreement shall continue on a month-to-month basis until terminated by either party upon 60 days notice in writing. CUSTOMER may terminate this Agreement only if ICC fails to correct any material breach within 30 days after receipt by ICC of written notice specifying the breach and delivered to the address listed below. Performance by ICC shall be excused for causes beyond its control or a substantial adverse change in regulation or the cost of providing service.

7. CUSTOMER hereby represents that the FACILITY is owned and/or operated by it, that it is authorized to enter into this Agreement, and that the undersigned is authorized to bind CUSTOMER and FACILITY to this Agreement. In the event that the FACILITY moves or expands to a new location, this Agreement shall also govern the provision of INMATE PHONES at the new or expanded location for the remaining term hereof.

8. This Agreement shall be construed and enforced under the laws of the State of Washington. ICC expressly consents to the jurisdiction of the State of Washington for any dispute arising out of the enforcement of this Agreement. Further, the parties also agree that venue of any action commenced to enforce the terms of this Agreement shall be brought in the Superior Court for Adams, or Lincoln County, Washington. ICC is permitted to sell or assign its interest under this Agreement upon prior written notice to CUSTOMER, provided that the rights of CUSTOMER, hereunder, shall be binding upon any successor or assignee of ICC. If legal enforcement of this Agreement is necessary, the prevailing party shall be entitled to reasonable attorneys fees and costs.

9. This is the entire Agreement between the parties; there are no oral or other written arrangements of any kind. Any future modification of this Agreement must be in writing and be signed by the parties.

ADAMS COUNTY JAIL
FACILITY NAME

210 WEST BROADWAY
FACILITY ADDRESS (STREET)

RITZVILLE, WA 99169
FACILITY ADDRESS (CITY, STATE & ZIP)

(509) 659-1122
FACILITY PHONE NO.

CUSTOMER

ADAMS COUNTY JAIL


AUTHORIZED SIGNATURE

1/31/05
DATE

Roger L. Hartwig
PRINTED NAME & TITLE

INMATE COMMUNICATIONS CORPORATION
7107 VALJEAN AVE
VAN NUYS, CALIF. 91406
(800) 642-6555 OFFICE
(818) 782-9001 FAX


STEPHEN A. EDWARDS
PRESIDENT

02-4-05
DATE ACCEPTED

SCHEDULE A

CUSTOMER NAME: ADAMS COUNTY JAIL

CUSTOMER shall receive as a signing incentive the following:

Use of ICC's Internet Control System.

Use of ICC's Manual Monitoring and Recording Device to selectively monitor and record inmate phone conversations.

\$3,000.00 worth of pre-paid calling cards - issued at no cost to the jail (for resale.) - payable -

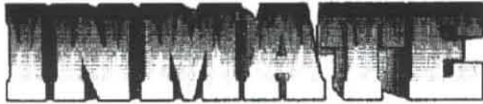
\$600.00 - beginning of Year 1

\$600.00 - beginning of Year 2

\$600.00 - beginning of Year 3

\$600.00 - beginning of Year 4

\$600.00 - beginning of Year 5



Communications Corporation

LETTER OF AGENCY

The ADAMS COUNTY JAIL hereby appoints INMATE COMMUNICATIONS CORPORATION, as exclusive agent with full authority to act on our behalf in matters relating to the provision and operation of telephone service at the location listed below. This agency is limited to inmate telephone service.

INMATE COMMUNICATIONS CORPORATION is authorized to: obtain billing and usage information; purchase equipment offered for sale; order or disconnect service; select long distance carriers; and handle all billing.

This authorization does not preclude our ability to act on our own behalf when we deem it necessary. This agreement may not be superseded by any other agreement without the mutually written agreement by the below signed parties.

LOCATION NAME

INMATE COMMUNICATIONS CORPORATION

ADAMS COUNTY JAIL
Name

Signed

210 WEST BROADWAY
Street Address

Stephen A. Edwards
President

RITZVILLE, WA 99169
City/State

(509) 659-1122
Business Phone

02-04-05
Date:

Signed

Roger L. Hartwig
Printed Name
Vice-Chairman
Board of County Commissioners

TELEPHONE NUMBERS
(when applicable)

Title
1/31/05
Date