

EL DORADO COUNTY
PUBLIC COMMUNICATIONS SERVICES
INMATE PHONE MANAGEMENT AGREEMENT
Amendment No.1

WHEREAS: Client has, by a letter of instructions dated July 11, 2003, directed that PCS complete an industry survey and as a result of that survey replace and manage a more technologically advanced system than that currently in place, and

WHEREAS: PCS has subsequently conducted such an industry-wide search and presented to Client multiple proposals from IEC, IXC and CPE vendors for both an inmate telephone and allied services. Client has, after due consideration of all, directed PCS to design and install a new inmate telephone system,

Therefore: Client and PCS amend their Agreement as follows effective upon execution:

a. Agreement. Section 3 is deleted and replaced with: "PCS shall pay to Client a commission, as specified in Section 5, Addendum A, of gross billable revenues generated from inmate's telephone calls. Client may specify the method of such payment as either by check or as direct electronic deposit and may, from time to time and at Client's sole discretion, amend the payment method without charge or fee."

b. Addendum A. Section 2. is deleted and replaced with: "PCS shall install a system for both inmate telephone and visitation services, including recording and monitoring, as specified in Client's letter dated July 11, 2003 (included herein by reference). PCS shall assume full responsibility for uninterrupted services to Client during installation, transition, staff training and maintenance of new system(s) thereafter. These services shall be in addition to the other Management services specified within the Agreement and shall be at no additional costs to the Client. The new system shall be installed and operational not later than December 16, 2003."

c. Addendum A. Section 3. is deleted and replaced with: "Commissions to be paid to Client will be calculated on gross billable revenue. Gross billable revenue is defined as all gross local, Intralata, Interlata and Interstate (0+) charges billed to an end-user and without any deductions for fraud, un-billable, or un-collectable calls."

d. Addendum A. Section 4. is amended to add: "and Interstate" after Interlata and "hereinafter referred to as 'Management Fee'" is inserted after the word "streams".

e. Addendum A. Section 5. is deleted and replaced with: "PCS will pay Client, commissions at forty-five percent (45%), (less management fee), of all gross billable local, Intralata, Interlata and Interstate calls completed from Inmate telephones at Client's facilities. Commissions will be paid on a monthly basis within thirty to forty-five (30-45) days after the close of the revenue month."



e. Addendum A. is amended to add Section 8 to read: "PCS certifies that it is recognized and licensed to perform all services specified herein under the laws of the State of California, rules and regulations of the California Public Utilities Commission and the Federal Communications Commission. "

To the extent this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall govern and shall replace and supersede the Agreement; all other terms and conditions of the Agreement shall remain in full force and effect.

EL DORADO COUNTY SHERIFF

10/30/03
Date

Jeff News/ade
Jeff News, Sheriff/Coroner (Client)

PUBLIC COMMUNICATIONS SERVICES, INC.

Date

Tommie E. Joe 10/29/03
Tommie E. Joe
Chief Operating Officer

EL DORADO COUNTY BOARD OF SUPERVISORS

November 4, 2003
Date

Helen Baumann
Helen Baumann, Chair
El Dorado County Board of Supervisors

ATTEST: DIXIE L. FOOTE, Clerk
of the Board of Supervisors

By Marjorie E. Moody
DEPUTY 11/4/03