

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 19-182-R
AMENDMENT NUMBER 1**

This **Amendment Number 1** is made on the date of execution by the County and amends Agreement Number **19-182-R** ("Main Agreement") dated February 13, 2019 between **Inmate Calling Solutions, LLC** ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Main Agreement as follows:

- 1. CLAUSE 2. CONTRACT TERM IS HEREBY EXTENDED FROM JUNE 30, 2021 TO JULY 31, 2021. IN THE EVENT THAT THE CONTRACTOR IS NOT AWARDED THE CONTRACT FOR INMATE TELEPHONE SYSTEM, VIDEO VISITATION AND TABLET SOLUTION, THE CONTRACTOR SHALL PROVIDE A 90 DAY TRANSITION PERIOD TO ANY NEWLY AWARDED CONTRACTOR IN ACCORDANCE WITH CLAUSE 22. TRANSITION PERIOD.**
- 2. CLAUSE 22. 90 DAY TRANSITION PERIOD IS HEREBY ADDED AND SHALL STATE THE FOLLOWING:**

During the 90 Day transition period from the Contractor to any newly awarded Contractor, the Contractor shall:

1. Continue all normal, daily operations per the terms of the contract.
2. Continue to repair or replace any equipment that fails or breaks.
3. Notify the County Project Officer **in writing** of their preference to either:
 - a. retrieve the ITS equipment once the transition to the new Contractor has been completed; or
 - b. approve the County's disposal of the ITS equipment.
4. At no cost to the County, return all County information to the County in a format defined by the County Project Officer.
5. Allow access to the County's data on the current system for up to five (5) individuals until all data has been transferred, tested and accepted by the County and certify completion of the task in writing to the County Project Officer.

After the 90 Day transition period, the Contractor shall maintain all data in accordance with Clause 23. Audit.

- 3. CLAUSE 23. AUDIT IS HEREBY ADDED AND SHALL STATE THE FOLLOWING:**

The Contractor must retain all books, data, audio recordings, telephone recordings, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of

County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

INMATE CALLING SOLUTIONS, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Meloni Hurley
534895882496484...
NAME: Meloni Hurley

AUTHORIZED DocuSigned by:
SIGNATURE: Mike Kennedy
53289D024B3C4D4...
NAME: Michael Kennedy

TITLE: Assistant Purchasing Agent

TITLE: Vice President

DATE: 6/30/2021

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