

# EXHIBIT 1

Updates re: Second Further Notice of Proposed Rulemaking:  
Video Visitation

*Solano County, California iWebVisit.com Video Visitation Contract*

**PRISON**  
POLICY INITIATIVE



## FACILITY SERVICE AGREEMENT FOR VIDEO VISITATION

THIS AGREEMENT is made this 28th day of January 2014, by and between Solano County (on behalf of the Solano County Sheriff's Office), located at 530 Union Avenue, Suite 100 in the State of California, County of Solano, commonly known as the Claybank Detention Facility (CDF) Jail Facility hereinafter referred to as "Facility", and iWebVisit.com, LLC, a Nevada Limited Liability Company hereinafter "iWebVisit". Facility and iWebVisit are individually and collectively referred to hereinafter as "Party" or "Parties," and this agreement is referred to as the "Agreement."

WHEREAS, iWebVisit has developed a Video Visitation System hereinafter "System," which allows inmates at the Facility to participate in visitor initiated and scheduled video conferences while the visitors are situated either at remote locations or at the Facility and which also allows spontaneous visits to be conducted at the facility without prior scheduling.

WHEREAS, iWebVisit will install or cause to be installed through Facility contractor/subcontractor(s) at iWebVisit's expense Twenty Six (26) computers using widely used standard operating systems with integrated or non-integrated webcams, steel braided telephone handsets and furnish for installation by Facility Twenty Six (26) detention grade cabinets either free standing or wall mounted to house the computers, component parts and LAN connectivity equipment (if physical network segmentation is required by the facility) all described hereinafter as "Visitation Stations," one (1) visiting desk computer, and one (1) spare computer at the Facility.

WHEREAS iWebVisit will provide specifications to the Facility's contractor/subcontractor(s) for the Facility installation of all necessary conduit, data, electrical lines, and terminal enclosures hereinafter "System Requirements," through the use of Facility's staff/contractor(s) for iWebVisit to allow inmates and visitors access to the System by making its browser-based software available to the inmates and visitors during the term of this Agreement.

WHEREAS, the System is mutually beneficial to the Parties by providing an opportunity for the Facility to decrease on-site visitations, reduce expenses, optimize staffing requirements, improve inmate morale, monitor and record visits, reduce contraband and lessen the burden on visitors by avoiding travel, wait time, and expense, and by providing iWebVisit an opportunity to recover its expenses of providing the Visitation Stations and thereafter make a profit from the fees charged for visits.

WHEREAS, the Facility desires to receive a share of the revenues generated by the System after the initial cost borne by iWebVisit for the Visitation Stations and iWebVisit's expenses are recovered in full from the revenues the System generates.

NOW THEREFORE, the Parties agree as follows:

**I. Authority to Contract**

- a. **Authority** – Facility warrants it has authority over the premises in order to enter into this Agreement and further warrants it has the authority to execute this Agreement in accordance with its provisions.

## **II. Term of Agreement**

- a. **Term** – This Agreement shall be binding on the first day this Agreement is fully executed by both Parties, and the Term of this Agreement shall commence once the iWebVisit System is installed and in use by Facility hereinafter "Commencement Date," and shall terminate five (5) years from the Commencement Date hereinafter "Expiration Date" unless terminated earlier by iWebVisit as set forth in II b below. The period between the Commencement Date and Expiration Date is referred to herein as the "Term of this Agreement." This agreement may be renewed for no more than five successive one (1) year terms upon mutual written agreement of the parties. In the event this agreement is not renewed as stated above, iWebVisit has the right to and shall be entitled to immediately remove its Visitation Stations and component parts, computers, monitors, and LAN equipment and terminate all access to its web browser based software upon the Expiration Date.
- b. **Early Termination** – In the event the inmate usage of the Video Visitation System averages less than .75 remote visits per inmate per month using the facilities monthly average daily population (ADP), then iWebVisit may, no sooner than twelve (12) months after the execution of this agreement by all parties, have the right to terminate this agreement with thirty (30) days written notice to the Facility and remove its Visitation Stations and component parts, computers, monitors, and LAN equipment and terminate all access to its web browser based software. Prior to exercising this right, iWebVisit agrees to meet and confer with Facility regarding possible alternatives to termination, which may include, but not be limited to, renegotiation of the terms, but in any event, such termination would not be effective until Facility enters into a separate agreement with a replacement provider within a reasonable time after notice has been provided. If this Agreement is terminated pursuant to this section, iWebVisit agrees to reimburse Facility on a pro rata basis its License Fee, paid pursuant to Section IV.e. below.
- c. **Right of Services** – Throughout the original and any renewed term of this Agreement, Facility shall not grant the right of installing services like or similar to the System to any other company or person for a Video Visitation System. If during the original or any renewed term of this Agreement Facility commences operations at any location other than described herein, iWebVisit shall have the exclusive right to provide a System at such new location(s) in accordance with the terms and conditions of this Agreement or by modification to these terms and conditions in order to expand the Scope of this Agreement, and to continue to provide a System at the location described herein, should it remain in operation. In addition, iWebVisit during the original or any renewed term of this Agreement shall have the exclusive right to add new technology that enhances benefits, relates to, or integrates with the Video Visitation System or its use and profitability. For purposes of this Agreement, Video Visitation System does not include a Video Arraignment System to the extent that a Video Arraignment System is procured separately by the Solano Superior Court.

## **III. Responsibilities of Parties**

- a. **iWebVisit** – During the Term of this Agreement, iWebVisit will utilize its best efforts to allow the full utilization of the System at the Facility including, without limitation:
  1. Provide specifications to the Facility's contractor/subcontractor(s) for the installation by Facility contractor/subcontractor (s) of the electrical service and network cables, conduit, terminal enclosure mounting and LAN connectivity equipment (if physical network segmentation is required by the facility) routed from the Facility's Internet connection, to each Visitation Station for utilization of the System by the Facility;

2. Coordinate on behalf of the Facility the installation of Visitation Stations in the Housing Units or areas as set for in the attached Terminal Location Reports Marked Exhibit "1" and incorporated herein by reference;
3. Provide the use of the System by the Facility in accordance to the Technical Specifications attached hereto as Exhibit "2". iWebVisit does not control or warranty Internet Connection, Internet Bandwidth or System software up-time;
4. Provide initial on-site training, continued correspondence training, and training tutorials for the System;
5. Conduct merchant activity and collect revenue from the users of the System;
6. Warranty the Visitation Stations and component parts provided by iWebVisit thereof to wit: monitor, computer, webcam, handset and enclosures for a period of five (5) years after execution of this Agreement against failure as a result of normal use, wear and tear. Warranty is limited to defects in workmanship and does not cover willful damage. Full details are set forth in the iWebVisit.com Limited Hardware Warranties statement attached as Exhibit "3";
7. Maintain during the Term of this Agreement General Liability Insurance Coverage and Network Security, Privacy Injury and Identity Theft Insurance in aggregate amounts no less than One Million Dollars;
8. Maintain a Support Call Center seven (7) days a week during visitation hours to provide technical support to Facility System Users and visitors. iWebVisit warrants that its Support Call Center will be adequately staffed to support Facility and that staff shall have the necessary training to fulfill their duties. Support of the Facility will generally consist of the following:
  - A. iWebVisit's Support Call Center will troubleshoot System failures and to the extent that the issue cannot be resolved over the phone and in case of an independent catastrophic failure of the iWebVisit system diagnosed by iWebVisit that results in the need for an on-site repair, iWebVisit will send a technician on-site to address the issue within two business days
  - B. iWebVisit's Support Call Center will manage remote visits and remote visitors to the extent they are able to (inmate movement is excluded);
  - C. iWebVisit's Support Call Center will randomly and proactively spot check non-Confidential remote visits to ensure communication is established between participants while providing limited oversight on participant behavior. If detected, iWebVisit Support Personnel will communicate necessary warnings to participants, terminate visits that violate the Terms of Use Policy, block offending visitors from remote visitation, and report any witnessed misconduct to Facility personnel;
9. Notice the Facility of any planned System outages. iWebVisit shall, to the extent possible, implement System upgrades during non-operational hours to lessen impact to users.

10. Maintain the Visitation Stations remotely to the extent possible for the proper operation of the System and otherwise comply with the terms of this Agreement.
- b. **Facility** – During the Term of this Agreement, Facility will utilize its best efforts to allow the full utilization of the System at the Facility including, without limitation:
  1. Facility will ensure all necessary conduit, data, electrical lines, and terminal enclosures "System Requirements," are installed through the use of Facility's staff/contractor(s) approved by iWebVisit for iWebVisit to allow inmates and visitors access to the System;
  2. Facility will prioritize installation time frames with iWebVisit in order to minimize installation costs and time incurred by iWebVisit. Facility agrees that Facility's responsibilities will be completed prior to mobilization by iWebVisit's installation team with the intention of completing the installation with a single mobilization;
  3. At a reasonable time after the consolidated visitation center (at the Stanton Correctional Facility or SCF) is in operation, then for non-professional visitors, to the extent consistent with applicable law and in accordance with Sheriff policies, Facility will eliminate all face to face visitation through glass or otherwise and will utilize video visitation for all non-professional on-site visitors;
  4. Limit on-site visitation for inmates in general population to the minimum statutorily required on-site visitation time or in accordance with Sheriff policy, whichever is greater;
  5. Facility will make the System available to inmates seven days a week, during not less than the following agreed upon hours: Monday thru Sunday: 7:30 a.m. to 10:30 p.m. subject to system outages. Inmates in general population shall be permitted to have multiple remote visits per day. However, Facility may limit visitation hours at its reasonable discretion for security/operational purposes and/or for punitive measures resulting from individual inmate misbehavior in accordance with Facility policy. Except as stated above, Facility will not restrict inmates from access to System, including the number of visits, provided a visit is scheduled;
  6. Provide on an ongoing basis at Facility's expense, if any, iWebVisit with inmate data for use in the System's scheduler including for example: the inmates' names and booking numbers, the inmates' status/availability for visits, housing locations, etc., through a CSV flat file that is updated and available to iWebVisit periodically, but no less frequently than every thirty minutes except for scheduled system maintenance;
  7. Develop and implement internal procedures and policies for the inmates' and visitors' use of the System to conduct visitation including, without limitation:
    - A. Review daily visitation report for scheduled visits through the System.
    - B. If necessary, direct inmates to the designated Visitation Stations in a timely manner so that scheduled visits will start and stop at the time scheduled.
    - C. Disallow advance scheduling for on-site visits.
    - D. For impromptu visits, connect and initiate video conferences to designated terminals or use the auto launch feature if feasible based on the visitation station location.
    - E. Provide inmates the iWebVisit Consent to Use Form on the one-page form provided by iWebVisit and keep a copy of iWebVisit's current Terms of Use and Privacy Policy available in full for review, print, and storage for the inmates.

- F. Develop and implement procedures for lawyers and other visitors where confidentiality exists between the visitor and the inmate (hereinafter "Confidential Visitor"), to register so that no conference the Confidential Visitor participates in is monitored or recorded, and make it possible to allow such visitations to occur in a private locations.
8. Facility will be the exclusive owner of all video and audio recordings and content of any Conference. Facility shall be solely and exclusively responsible for assuring that any monitoring, participation in, recording or storing of any Conference is in full and complete compliance with applicable statutes, regulations and rules concerning communications with persons held in custody. Facility shall not monitor, participate in or record any Conference between a Confidential Visitor and an inmate that is prohibited by applicable law. Any monitoring, participation in or recording of any conference between a non-Confidential Visitor and a person in custody shall be done solely and exclusively under the direct authority and control of Facility and in accordance with applicable law. iWebVisit will provide the software capability for monitoring and recording a conference through the System, but iWebVisit will not record any conference for its use, all of which shall be performed by and under the authority and control of Facility. Although iWebVisit is not responsible for monitoring visits, iWebVisit Support Personnel may randomly spot check visits as described in Section III.a.8.C. As Facility is solely responsible for monitoring, participating in, recording, storing and any use of the content of any conference, Facility hereby releases and agrees to defend, indemnify and hold iWebVisit and its Affiliates harmless from any claim arising out of or in any way related to Facility's monitoring, participation in, recording and storage of any content in a conference which violates applicable law excepting the gross negligence or willful misconduct of iWebVisit or iWebVisit's employees. The duty to defend shall arise immediately upon assertion of liability or a claim being asserted against iWebVisit or its Affiliates, and notification to Facility of such claim, regardless of any eventual finding of fault, liability or negligence by iWebVisit or its Affiliates;
9. Allow iWebVisit to market and promote the use of the System to the inmates, in-person visitors, phone call participants and potential end users of the System by allowing iWebVisit to:
- A. Distribute iWebVisit's promotional literature to inmates at the time of booking, to on-site visitors and make the promotional literature available in the visitation lobby;
  - B. Allow iWebVisit's placards to be posted on Inmate and Public Visitation Stations and in the visitation lobby;
  - C. Provide a summary of iWebVisit's services and directions on how visitors may utilize iWebVisit's System on the Facility website and place back links using keywords and phrases provided by iWebVisit, as well as graphics provided by iWebVisit's on the Facility website;
  - D. Add a recording to the automated voice response phone system promoting iWebVisit's System to phone call participants if permitted by the telephone service contract;
  - E. Assist iWebVisit in marketing the System to the various confidential visitors and Justice Partners e.g. Public Defender Offices, Parole and Probation, Social Services, etc.;
  - F. Allow iWebVisit to issue a press release regarding its business relationship with the Facility any time after (5) business days following the execution of this agreement by all parties;
  - G. Allow iWebVisit to list Facility as a customer on any promotional or advertising material with prior County approval.



10. Acquire at Facility's ongoing expense, the necessary bandwidth from the Facilities own resources or from a local ISP for the purpose of deploying iWebVisit.com and establish initial Network Connectivity for iWebVisit Video Visitation. The facility can choose to either VLAN the iWebVisit Network (IWVN) or segment it physically using the iWebVisit Network (IWVN). If Facility chooses VLAN option, Facility/County accepts full responsibility to implement said VLAN in accordance with current Criminal Justice Information Services (CJIS) Security Policy standards as published by the U.S. Department of Justice. Facility/County will indemnify iWebVisit against any claims or penalties related to any violation or perceived violation of this policy;
11. Ensure the Visitation Stations are usable for day-to-day use. Facility is responsible for replacing warranted equipment, electrical power related problems, damage or destruction due to negligence, willful damage or abuse, failures due to improper environmental conditions such as heating, air conditioning, dust, water, etc., accidental damage due to improper use or acts of God;
12. Facility will pay for the cost of repair or replacement of any Visitation Station that is damaged by an inmate.
13. Otherwise comply with the terms of this Agreement and iWebVisit's Terms of Use and Privacy Policy.

#### **IV. License and Ownership Rights**

##### **a. Software and System**

1. License - Facility's use of the System is subject to the terms of iWebVisit's Terms of Use. Subject to Facility's continued compliance with the terms and conditions of this Agreement and the Terms of Use, iWebVisit hereby grants Facility a personal, non-commercial, non-exclusive, non sub-licensable, non-assignable, non-transferable, revocable license to allow inmates and visitors to use the browser-based software to facilitate video visits during the Term of this Agreement ("License"). This license does not include source code information or software programming access. Upon the expiration or other termination of this Agreement, the License will immediately and automatically cease.
  2. The System, including text, graphics, images and look, feel and functionality of the Site, all brand names, graphics, logos, product names, service marks, domain names, trademarks and trade names relating to the System and the Site, the web-based Software and the Services (collectively, the "Marks") are the property of iWebVisit or its Affiliates and are protected by copyright under both United States and foreign laws. Nothing in this Agreement intends to transfer any such copyright Marks or IP Rights to Facility. The license set forth in Paragraph 1 above has been licensed, not sold, to Facility, and Facility is only entitled to the limited use of the System as set forth in this Agreement under the terms and conditions of this Agreement. iWebVisit and its Affiliates retain all right, title and interest relating to or embodied in the System, including without limitation all IP Rights, technology, software and copies relating thereto. Any unauthorized use of the System is a violation of this Agreement and shall immediately terminate the License.
- b. **Visitation Stations and Equipment** – The Visitation Stations and component parts, computers, monitors, and LAN equipment is and shall remain the sole property of iWebVisit. iWebVisit will provide keys or tools to all Visitation Stations so Facility can access the computers and web cameras on an as needed basis.

- c. **Infrastructure** - All conduit, data lines, and electrical runs installed by Facility are the property of Facility.
- d. **Recordings** – Facility is the owner of and responsible for all recordings of any video conference. iWebVisit will store the recordings for a period of ninety days from the date of recording in a data storage facility accessible by Facility via a secure website using authentication. If and when iWebVisit is made aware of a security breach, iWebVisit shall immediately or within one business day, provide written or electronic notice to Facility's primary point of contact of any security breach of the hosted storage and take all steps necessary to remedy the security breach. It is the responsibility of Facility to remove any desired recordings from the housing location for permanent storage within ninety days of their recording as they may be permanently deleted by iWebVisit after that time. iWebVisit is not responsible for the loss or quality of any such recordings, or the deletion of such recordings after ninety days.
- e. **License Fee** – In consideration for the license granted above, Facility shall pay iWebVisit a License fee in the amount of \$14,000, payable in advance.

The license fee above shall constitute the entire compensation due iWebVisit for services rendered and all of iWebVisit's obligations in performance of this Agreement regardless of the difficulty, materials, or equipment required subject to Facility's responsibilities in Section III.b.2 above. The license fee includes, but is not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by iWebVisit.

- f. **Total Investment Capital** – The total amount of hardware, installation and expenses to be invested for this project.

Visitation Stations, Installation/Configuration in the sum of \$140,506.00

iWebVisit will assume the entire cost of the System, excluding System Requirements.

Initial Training in the sum of \$Included

- g. **Total Recoverable Amount** – The total amount of hardware, installation and expenses to be recovered and reimbursed (hereinafter "Recoverable Amount") shall be reimbursed to iWebVisit out of the visitation revenue until the same is paid in full as set forth herein below. The Facility shall not receive proceeds from the visitation revenue described in Section V until the Recoverable Amount is paid in full.

Total amount to be recovered by and reimbursed from remote visitor revenue to iWebVisit is \$140,506.00 (Total Recoverable Amount).

The Recoverable Amount shall come from revenue collected from the fees charged for visits and "Justice Partner" access fees before any portion of the revenue is shared with the Facility. All revenue shall first be applied to the Recoverable Amount until it is paid in full. Once the Recoverable Amount is paid in full, the Facility will share in the revenue as set forth in Section V.

## V. Revenue Sharing



- a. Subject to modification after a meet and confer between the Parties, iWebVisit will set and collect the fee amounts for and length of visits and shall charge initially each remote visitor a minimum fee for all remote visits as follows:

Standard Visitor \$9.00 for a Thirty (30) minute session

Professional/Confidential Visitor \$25.00 for a Thirty (30) minute session

- b. iWebVisit may charge a third party organization (Justice Partner) such as the public defender's office, social services, parole and probation, medical providers, etc. a flat monthly access fee to allow employees of the same to have access to the Remote Video Visitation System.
- c. Once iWebVisit is reimbursed for the Recoverable Amount and providing the Facility is averaging 1.5 remote visits per inmate per month based on the monthly average daily population of the Facility, the Facility is entitled to Fifteen Percent (15%) of the Gross Revenue collected from the fees charged for visits, and tiered accordingly per the Revenue Share Schedule in Exhibit "4". Gross Revenues shall be defined as Total Visitation Revenue received for use of the service less any applicable taxes or fees that may be imposed on this service in the future.
- d. Any revenue to be paid to the Facility will be paid within Fifteen (15) days following the end of each calendar quarter. iWebVisit will provide current information to Facility via a web portal regarding the revenue collected.

#### **VI. Disclaimer of Warranties.**

The System may from time to time have technical or other faults, inaccuracies or other programming errors and is being provided on an "as is," "as available" basis, "with all faults," and without any warranty of any kind. To the extent allowed by law, iWebVisit hereby disclaims all representations, warranties, conditions and duties of any kind (if any), whether express, implied or statutory, regarding the System including without limitation any warranty of merchantability of fitness for any particular purpose. iWebVisit further does not represent or warrant that System will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without loss, nor does iWebVisit warrant any connection to or transmission from the Internet, or any quality of conferences made through the System. The System is comprised of business products, the application of which is commercial rather than consumer-oriented in nature. In accepting this Agreement, the Parties agree, to the extent allowed by applicable law, that consumer protection laws do not apply to the use of the System nor to any of the transactions contemplated by and consummated pursuant to this Agreement. It is expressly intended that each Party maintains and may assert all legal defenses to any claim, and no limitation on such defenses is intended by anything in this Agreement.

#### **VII. Miscellaneous**

- a. **Assignment.** In the event of a change of controlling ownership or control of iWebVisit, iWebVisit may assign this Agreement and its rights, benefits, duties and/or obligations hereunder to the successor company upon the written consent of Facility which shall not be unreasonably withheld.

Any such transfer or assignment shall not relieve iWebVisit of the duties or obligations under this Agreement.

- b. **Capitalized Terms.** All Capitalized Terms in this Agreement which are not defined in this Agreement shall be defined as set forth in iWebVisit's Terms of Use and Privacy Policy as posted on iWebVisit's website.
- c. **Legal Provisions.**
  - 1. **Indemnity** To the extent limited and in accordance with California law, each party agrees to defend, indemnify and hold harmless the other party, their officers, employees, and agents from and against all liability claims, actions, damages, losses and expenses, including reasonable attorney's fees, which arises out of any negligent or willful act or omission by such Party, or breach of any obligation of the Party under this Agreement. Each Party may assert all available defenses. Neither Party is entitled to attorney's fees arising out of breach of contract claim against either Party.
  - 2. **Choice of Law** The parties agree that the law of the State of California will apply in any controversy, dispute or claim between the parties arising out of or relating to this Agreement, or the breach thereof.
  - 3. **Arbitration** – Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Solano County, State of California and administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- d. **Legal Representation.** Each Party has been represented, or has had the opportunity to be represented by separate legal counsel in connection with the negotiation and finalization of this Agreement and, therefore, this Agreement shall not be construed or interpreted to be drafted by one Party or the other.
- e. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. No amendment to this Agreement shall be binding upon the Parties unless it is in writing and executed by both Parties.
- f. **Enforceability.** This Agreement is contingent upon procurement of funding for this project and for the required Internet bandwidth being made available to operate the System. This Agreement will not be enforceable as against either party until both parties execute the same.
- g. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The Parties direct the Arbitrator to reform the Agreement to replace any invalid, illegal or unenforceable provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- h. **Waiver.** A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver or waiver of any other term or condition.

- i. Scope of Agreement. Both Parties agree and understand that the Scope of this Agreement may be expanded to this location or other County / Facility locations where County houses detainees. Such expansion may require a separate financial arrangement or modification to the terms of this Agreement in order to satisfy both Parties, which will be memorialized in either a written amendment to this agreement or separate agreement as necessary. Any expansion will not relieve either Party of their respective responsibilities contained in this Agreement related specifically to this Facility, and may require an extension to the then existing remainder of the Term of this or future Agreements.
- j. Eligible Agencies (Cooperative Usage). iWebVisit and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, or located outside of California, as provided for in this section with the approval of iWebVisit. Another public agency wishing to use the provisions, terms, and / or pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating to this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

Dated this 14 day of January, 2014.

iWebVisit.com, LLC

By:   
His Managing Member

Robert Avery  
Print Name

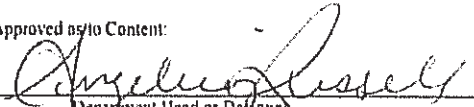
Dated this \_\_\_ day of \_\_\_\_\_, 2014.

Facility/ Solano County, State of California

By: \_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_  
Print Name and Title

Approved as to Content:

  
Department Head or Designee

Approved as to Form:

  
County Counsel

01/14/2014

Facility Name:	Solano County, CA
Site Survey Date:	April 23, 2013
Report Date:	May 10, 2013

Housing Unit / Location	Designation/ Layout	Number of Beds	Inmate Count	Terminal Type	Mounted Terminals	Total Terminals	Total Enclosures	Notes
Visitation Desk Terminal(s)								
Replacement Terminal(s) (Spare)								
Justice Center Det. Fac. (JCDF)								
1st Floor								
1AB				AC	1	1	1	1 Located at Claybank Facility to process visitors & 1 at JCDF to monitor/manage visits - Assumptions to Note: (1) All video visitation is going to be processed at Claybank; (2) JCDF may opt to continue to use Behind the Glass visitation until the new jail & visitation center is opened.
2 A/B/C/D	Female	90		MP	1	1	1	1 Spare for JCDF & 1 for CSDF
2 E/F	Gen Pop	32		AC	1	1	1	
2 G/H/I	Gen Pop	32		MP	1	1	1	
2 J/K/L	Gen Pop	32		AC	1	1	1	
2 M/N		60		MP	1	1	1	
4 A/B/C	Gen Pop	32		MP	1	1	1	
4 D/E/F	Gen Pop	32		AC	1	1	1	
4 G/H/I	Gen Pop	32		MP	1	1	1	
4 J/K/L	Gen Pop	32		AC	1	1	1	
<b>Total (JCDF) Facility Terminals</b>					<b>18</b>	<b>20</b>	<b>18</b>	
Claybank Sentenced Det. Fac. (CSDF)								
Visiting Area								
Atty Booth 1				VT	4	4	4	Located at Claybank Facility only until new facility is opened. JCDF will continue to visit through the glass but CADF will discontinue through the glass visitation and use Video for on-site only.
Atty Booth 2				AC	1	1	1	Terminals to be mounted on opposing walls of each booth to share Data/Power run (if possible).
				AC	1	1	1	Terminals to be mounted on opposing walls of each booth to share Data/Power run (if possible).
Glass Visitation - Inmate Social Side				AC	0	0	0	There are 2 locations on the Inmate side of the Behind the Glass visitation area where CSDF is placing 2 D&P drops. Space exists to install 2 additional AC terminals in those locations but quantity is left a 0 at this time.
WWQ		20		MP	1	1	1	In Vacated Cell = MP
WWR		20		MP	1	1	1	
WWS		20		MP	1	1	1	

Exhibit 1

WWT	20	DR	1	1	1	Open Day Room = DR
Cellmate		MP	1	1	1	In Vacated Cell = MP
A		MP	1	1	1	
B		MP	1	1	1	
C		MP	1	1	1	
D		MP	1	1	1	
E		MP	1	1	1	
F		MP	1	1	1	
G		MP	1	1	1	
H		MP	1	1	1	
I		MP	1	1	1	
J		MP	1	1	1	
K		MP	1	1	1	
L		MP	1	1	1	
M		DR	1	1	1	Open Day Room = DR
N		DR	1	1	1	
O		DR	1	1	1	
P		DR	1	1	1	
Total CSDP (Claybank) Terminals			25	25	25	
Claybank Adult Det. Fac. (CADF)						Intention is to move JCDF inmates to new CADF once opened, ADP is expected to rise due to CA realignment.
Support Building						
Visitation Desk Terminal(s)				1		
Visiting area						
Unit 1	27	VT	6	6	6	1 Located at CADF to process visitors and monitor/manage visits - This will be the visitation center for all three Solano facilities and expected to be operational by June of 2014 at the latest. More terminals can be added later if needed.
Unit 2	32	AC	1	1	1	AC's may be DR's after further discussion at CADF - Classification TBD.
Unit 3	32	AC	1	1	1	
Unit 4	32	AC	1	1	1	
Unit 5	32	AC	1	1	1	
Unit 6	32	AC	1	1	1	
Unit 7	32	AC	1	1	1	
Unit 8	32	AC	1	1	1	
Unit 9	32	AC	1	1	1	
Unit 10	32	AC	1	1	1	
Unit 11	32	AC	1	1	1	
Unit 12	32	AC	1	1	1	
Total CADF Facility Terminals			30	30	30	

Exhibit 1

Total for both Facilities	74	76	74
Reallocate Claybank VT's to CADF	4	4	4
Actual Total for All Facilities	70	72	70



## Exhibit 2

### Video Visitation System Features and Specifications

- The Visitation Stations and their equipment shall meet the following minimum specifications:
  - PC with MS Windows 7 OS, or Thin Client with Windows Embedded OS, or Tablet using a competitive OS (Windows, Android, etc.) or equivalent Apple computer
  - 19" Monitor
  - 3GB RAM
  - Core Duo CPU w/ 2MB Cache or other appropriate CPU that can conduct high quality Browser Based Visitation
  - Include one of the following Internet browsers: Internet Explorer, Mozilla Firefox, Safari, or Google Chrome.
  - Sound Card with Microphone Input
  - Web Cam (integrated or not)
  - Detention-grade protective cabinet/enclosure to contain Station equipment
  - Handsets attached to the Station and interfaced with audio and video on computer
  - Handsets made of heavy molded plastic with stainless steel detention grade cords
- The System allows a Browser-Based video conference between inmates and their visitors without the visitors having to download any proprietary software onto their computer to conduct the visit
- The System has both public and internal GUIs that:
  - Register different types of users for Browser-Based video visiting
  - Process payments by participants for remote visits
  - Has the ability for an approved external visitor to enter a video visit
  - Has the ability to post and regularly update inmate and visitation information
  - Has the ability to initiate on-site visitations conducted at the Facility without requiring payment
  - Allows for other related information to be posted on the site
- Standard Features are as follows:
  - Browser-Based Video Visitation with VOIP
  - Visitations with up to fifteen visitors shall be possible
  - The System is permissions based to allow different users to have access to different privileges in the System, as defined by the Facility
  - The System has High Definition video streaming capabilities
  - The System has comprehensive visitation reporting capabilities with filtering options
  - The System displays notifications on the screens of visitors and inmates in both English and Spanish that their visit is being monitored and recorded.
  - The System has a web-enabled Dashboard for visitation management purposes

## Exhibit 2

- The System provides the following capabilities for the Facility Administrator(s):
  - Setup visitations designated by user type (standard or professional) with preset conditions
    - User type visitation information shall be displayed during visits
  - Begin & end meetings at will (“Ad Hoc” visits on-site or remote)
  - Set a time duration for visitations that will automatically end them after the designated time
  - Blind monitor standard visits so the participants aren’t aware of the monitoring
- The System has a Scheduling/Calendaring Module that performs the following:
  - There is a defined process for scheduling visitations
  - Block out access to Stations’ times that are already scheduled
  - Allow scheduling of visits only on terminals available at the requested time and in the requested location
  - Allow Facility Administrator(s) to Easily:
    - Review visitation requests made in a specified time frame
    - View a list of scheduled visits for all Stations
    - View a list of scheduled visits for specific Stations
    - Cancel scheduled visitations that become unavailable and allow selection of the reason for the cancellation, which will be posted to the System database
    - Move visits when necessary
    - Notify public visitors of any intervention made to a scheduled visit
- The Visitation System shall have visitation Recording
  - Recordings shall have automated management capabilities
  - Vendor shall store the recordings in its Cloud-Based off-site storage servers for sixty days from the date visits take place.
  - Recordings shall be stored on a secure server (https://)
  - Recordings shall be in the form of a digital file
  - Recordings shall be made available for use using standard non-proprietary application(s)
  - Recordings shall be accessible via a web portal
  - Recordings shall be searchable and sortable
  - Recordings shall be downloadable for review and can be saved to a hard drive
  - Access to recordings and logging shall be permissions based
  - Recordings shall be date & time stamped
  - Recordings shall have archiving capabilities



## Exhibit 3

### iWebVisit.com Limited Hardware Warranties

Hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. iWebVisit.com may offer different delivery methods for warranty service, including but not limited to parts and product replacements or repairs, either on site or mail-in service, or through authorized OEM service centers. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, refer to your Facility Services Agreement or call in to speak with an iWebVisit.com administrative assistant. Some components of the hardware you purchased may have a shorter warranty than that listed on the documentation. Additional details related to warranty duration are listed below.

#### **What is covered by this limited hardware warranty?**

This limited hardware warranty covers defects in materials and workmanship in your iWebVisit.com-branded hardware products, including iWebVisit.com-branded peripheral products. iWebVisit.com at its sole discretion will repair or replace defective materials and/or workmanship which is deemed to be covered under warranty. iWebVisit.com will pay costs associated with shipping repaired or replaced warranted equipment back to customer after receiving defective equipment in return.

#### **What is not covered by this limited hardware warranty?**

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the iWebVisit.com provided hardware products through our pre-deployment process, third-party software or the reloading of software.
- Non iWebVisit.com provided products and accessories
- Problems that result from:
  - External causes such as accident, abuse, misuse, electrical power surges including lightning and other acts of God (includes flooding).
  - Servicing not authorized by iWebVisit.com.
  - Usage that is not in accordance with product instructions.
  - Failure to follow the product instructions or failure to perform preventive maintenance.
  - Problems caused by using accessories, parts or components not supplied by iWebVisit.com.
- Products with missing or altered serial numbers
- Products for which iWebVisit.com has not received payment
- Shipping and handling costs associated with the return of defective hardware to iWebVisit.com is the responsibility of the customer.



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## EXHIBIT 4

### Revenue Share

There are a variety of methods that your facility can implement in order to increase Remote Video Visitation usage by visitors. Since it is highly advantageous to the facility to encourage Remote visitation practices, we offer a very aggressive tiered schedule that allows you to increase your Revenue Share based on actual usage of the system. The Revenue Share that your facility will receive is based on Revenues directly received from Visitation Revenue and has the potential to add a new profit center to your facility.

The Revenue Share schedule offered in response to the Solano County, CA is as follows:

PVPMPI	Rev. Share
1.5	15%
2	20%
2.5	25%
3	30%
3.5	35%

\* PVPMPI – Paid Visits per Month per Inmate

\* Rev. Share – Revenue Share to Facility based on Visitation Revenue Proceeds

Revenue share is paid quarterly to Facility/County within 30 days following the end of each calendar quarter.