

**FIRST AMENDMENT TO THE INMATE PHONE AND RELATED SERVICES CONTRACT
BETWEEN VENTURA COUNTY SHERIFF'S OFFICE AND SECURUS TECHNOLOGIES, INC.**

WHEREAS, on March 1, 2018, County of Ventura, a political subdivision of the State of California ("County"), and Securus Technologies, Inc. entered into an Inmate Phone and Related Services Contract under which Securus Technologies, Inc. agreed to install and operate all inmate telephones and related telephone equipment at County's Facilities ("Contract"); and

WHEREAS, in late 2019, Securus Technologies, Inc. converted its corporate form from a Delaware corporation to a Delaware limited liability company, Securus Technologies, LLC. Securus Technologies, Inc. no longer exists. Securus Technologies, LLC is registered to do business in California, among other states;

WHEREAS, effective as of November 1, 2020, County, Securus Technologies, Inc. and Securus Technologies, LLC hereto desire to amend the Contract to address refunds for incomplete video visitation sessions, the provision of video visitation and tablet technology at the East County Jail facility, money transmitter services, and changes to the tablet application fees and revenue share, and to assign the rights, obligations, benefits and liabilities of Securus Technologies, Inc. under the Contract to Securus Technologies, LLC;

NOW, THEREFORE, County, Securus Technologies, Inc. and Securus Technologies, LLC agree to amend the Contract as follows:

1. **EXHIBIT A, SECTION B: USER BILLING AND PAYMENTS, Subsection 2-Payments for Video Visitation, is hereby amended by adding Requirement Number 2.003 as follows:**

2.003 - Payments for VVS Sessions

In the event a video visitation session is not completed due to actions taken for security measures or otherwise by County, which are of no fault to the visitor and/or inmate, Contractor shall provide a full refund to the visitor for the VVS session. These instances include, but are not limited to, full facility lockdowns, housing unit lockdowns, and inmate movement within the facility. Upon an occurrence of this nature, County and/or its Designated Agent will notify Contractor of the request for refund to the visitor account and Contractor shall process said refund within 24 hours.

2. **EXHIBIT A, SECTION D: GENERAL INSTALLATION REQUIREMENTS, Subsection 4.002 is hereby deleted in its entirety and replaced with the following:**

Contractor shall install the quantity of inmate telephones, standard visitation telephones, video visitation stations, and Tablets detailed in **Exhibit A – Section H (Facility Specifications)**. Contractor shall prioritize the installation of video visitation and Tablets to occur initially at the Pre-Trial Detention Facility and the Todd Road Jail. Upon completion of the installations of all technologies at the Pre-Trial Detention Facility and Todd Road Jail, Contractor shall then install the quantity of video visitation stations and Tablets as detailed in **Exhibit A – Section H (Facility Specifications)** for the East County Jail facility.

3. **EXHIBIT A, SECTION H – FACILITY SPECIFICATIONS** is hereby amended by replacing the following equipment counts for the East County Jail facility:

Data Category	East County Jail
Inmate Video Visitation Stations Required:	1
Required Cord Length (Inmate Video Visitation Stations):	24"
Required Tablets:	10
Required Officer Tablets:	1

4. **EXHIBIT A, SECTION I: RATES, FEES AND REVENUE SHARE** is hereby amended to replace existing Subsection 3: Tablet Application Fees and Revenue Share with the following:

SECTION I - RATES, FEES AND REVENUE SHARE		
SECTION 3 - TABLET APPLICATION FEES AND REVENUE SHARE		
Category	Fee Amount	Revenue Share
Personal Tablet "Make Mine" Charge	\$5.00	0%
Electronic Messages (e-message)	\$0.50	\$0.25 per message
Picture Message via an attachment on E-message	\$0.50	\$0.25 per picture message
Video Messages (one-way incoming)	\$1.99	10%
Entertainment Media - Games (Monthly)	\$0.99 - \$19.99	10%
Entertainment Media - Movies (Monthly)	\$0.99 - \$14.99	10%
Entertainment Media - Music (Monthly)	\$0.65 - \$2.30	10%
Entertainment Media - Videos (Monthly)	\$0.49 - \$9.99	10%
Entertainment Media - TV episodes (Monthly)	\$0.99 - \$9.99	10%
Entertainment Media - eBooks (some included)	\$0.00 - \$6.99	10%

5. **EXHIBIT A, SECTION I: RATES, FEES AND REVENUE SHARE** is hereby amended by adding Section 5 – Money Transmitter Services as follows:

Section 5 – Money Transmitter Services

JPay LLC, an affiliate company to Contractor, is the licensed entity responsible for conducting money transmission services for Contractor, including receiving money for transmission via online, mobile application, phone, Interactive Voice Response (IVR), and lobby kiosks located within County Facilities.

6. Securus Technologies, Inc. hereby assigns all of its rights, obligations, benefits, and liabilities under the Contract, as amended, to Securus Technologies, LLC, and Securus Technologies, LLC hereby accepts and assumes all such rights, obligations, benefits, and liabilities. County hereby consents to the foregoing assignment. Accordingly, all references in the Contract to “Contractor” shall be deemed to refer to Securus Technologies, LLC.

7. Except as expressly modified by this First Amendment, the provisions and conditions of the original Contract, as amended, are unchanged and shall remain in full force and effect. The original Contract, as expressly modified by this First Amendment, is the complete contract of the parties and supersedes all prior or contemporaneous contracts and representations whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of November 1, 2020, each of the parties has caused this First Amendment to be signed by its duly authorized representatives on the date(s) shown below.

County of Ventura

W. J. Q. W.

Authorized Signature

Bill Ayub

Typed or Printed Name

Sheriff

Title

10/20/2020

Date

Securus Technologies, LLC

RR

Authorized Signature

RUSSELL ROBERTS

Typed or Printed Name

Chief Growth Officer

Title

11/3/20

Date

Securus Technologies, Inc.

RR

Authorized Signature

RUSSELL ROBERTS

Typed or Printed Name

Chief Growth Officer

Title

11/3/20

Date

